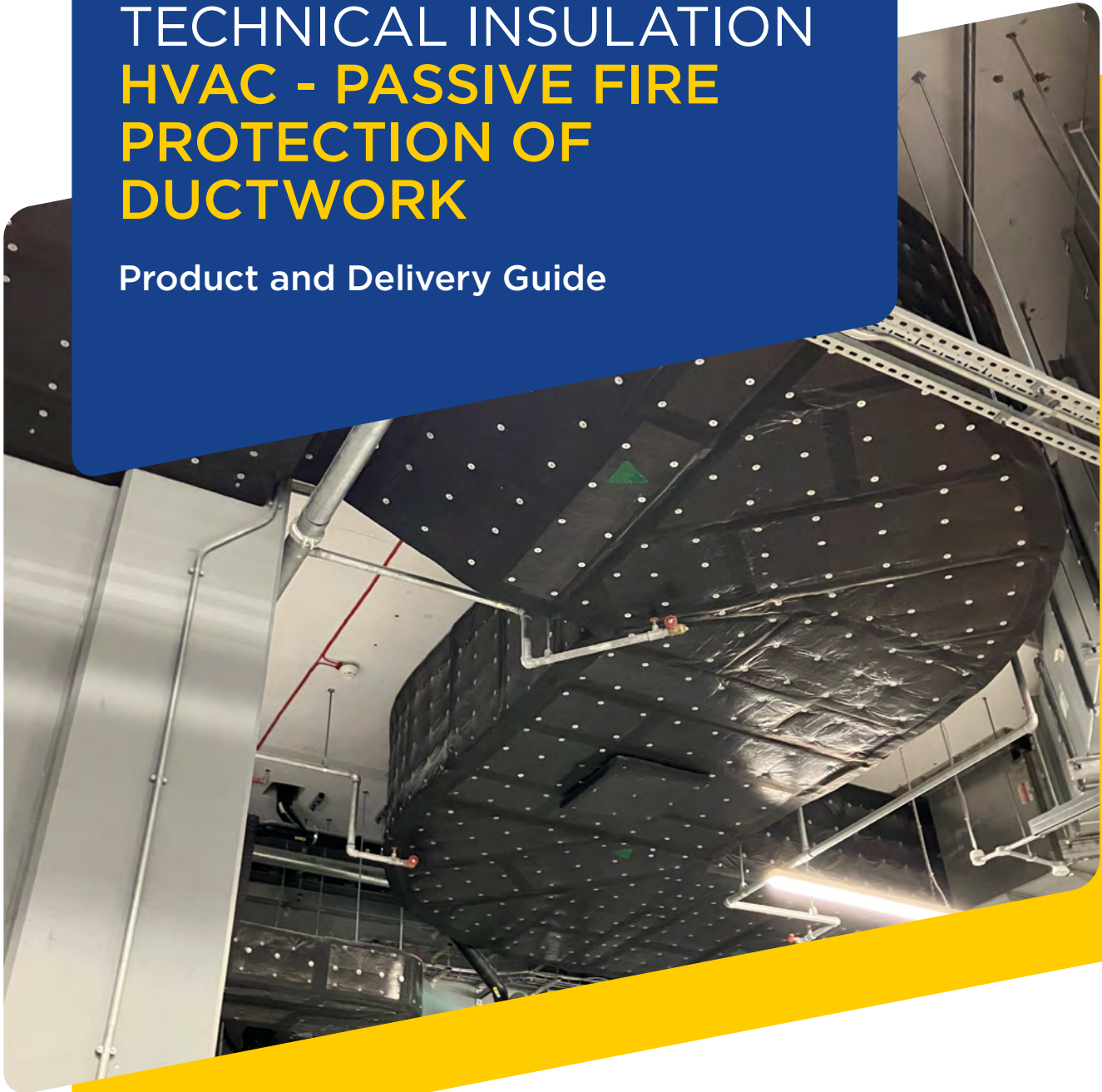




TECHNICAL INSULATION HVAC - PASSIVE FIRE PROTECTION OF DUCTWORK

Product and Delivery Guide





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The Isover U Protect System
installed at Amazon's Distribution
Centre (Kojetín, Czech Republic)

Introduction to Isover

Our ambition

As part of the Saint-Gobain Group, we believe in making the world a better home. Our vision is to be the worldwide leader in light and sustainable construction, improving daily life through high thermal and acoustic performance solutions.

We're committed to leading the drive to sustainable, high performance, energy efficient mineral wool insulation solutions, to create spaces in the built environment which will deliver a positive impact and legacy, enhancing people's health, safety and well-being, while reducing impact on the natural environment. We have a wealth of technical expertise, developed over decades, on a global stage, which we'll use to develop and deliver innovative insulation solutions.

We care about building better for people and the planet.

Isover - A global brand

Founded in 1937 and with more than 9,000 employees across 39 countries, Isover is a globally renowned insulation brand.

What we do

We design and manufacture mineral wool insulation solutions worldwide, including at our UK-based plant in Runcorn, Cheshire, with all electric equipment in the plant powered by 100% renewable electricity.

We provide solutions across a wide range of applications, including technical insulation for heavy industry, marine and Heating, Ventilation, Air Conditioning (HVAC), distributed nationwide through our valued channel partners.

Sustainability

Driven by our environmental values, we strive to improve our offer to guarantee responsible production.

Isover UK brings the promise of solutions to increasingly reduce the carbon impact of construction and enhance user comfort.

▶ [Click here for more information on Isover's sustainability road map](#)

The Isover U Protect System
installed by Crawley
Insulations, UK



Customer service charter

Our experienced team of friendly Customer Service Advisors are on hand to help guide you through the ordering process.

Placing orders

Orders can be placed via Electronic Data Interchange (EDI), telephone or email. To help us provide you with the best possible service, please quote your customer account number, order number, product code, quantity and requested delivery date when ordering.

Lead times

Lead times for stock under normal trading conditions are as follows:

Isover acoustic and thermal range	
Load size	Lead time
Full	2 days (day 1 for day 3)
Half	3 days (day 1 for day 4)

The cut off time for order placement is 15:00. For orders placed after 15:00, the following day will be treated as day one. A delivery date will be agreed at the time of order placement.

KEY TO LEAD TIMES

- Grey item: 2 working days
- Green item: 2-7 working days
- Orange item: 2-21 working days
- Blue item: made to order. Minimum order quantities may apply. Please check when ordering.

The delivery date may be affected for orders containing products of mixed lead times. The date of the delivery will be calculated at the time of order placement.

Order acknowledgement

Order acknowledgments and changes are sent by email. Please check all order acknowledgements and in the case of discrepancies, contact the Customer Service Centre.

Order cancellation

Orders on a two day delivery lead time can be cancelled up until 12 noon the day prior to loading free of charge. If you wish to cancel after this time, the cost of transportation (5200903256) and a 20 % re-stocking charge (5200903255) will be incurred.

Orders for products with a longer lead time can be cancelled before manufacture at a charge of £50 (5200903257). If these items are cancelled after manufacture the full order value will be charged (5200903258).

Order amendment

We acknowledge that from time-to-time order requirements may change and that you may need an opportunity to change your order after it has been placed. Amendments can be made up until 15:00 the day prior to loading, subject to vehicle capacity and stock availability.

*Please note that weekends and bank holidays are not classed as loading days.

TRACK AND TRACE

Live, accurate delivery details with track and trace. Live mapping tracks our driver on route so you can easily find out how close your delivery is. We'll start sending details to your inbox as soon as your delivery has been dispatched providing you with information straight away.

- Quickly find up to date delivery information so you always have accurate arrival times
- Receive updates for your orders going directly to your customer or to your branch
- Get notified when your order has been delivered
- View or download to see digital proof of delivery document

▶ [Click here to sign up to Track & Trace, if you haven't already](#)



A pioneering fleet

Our modern delivery vehicles are fitted with the latest technology and safety features as standard. To assist with your delivery requirements, we are able to offer the following services:

Delivery Service	Type	Charge	Code
Mechanical off-loading facility (MOL)*	To provide off-loading assistance in locations where fork trucks are not in use	£200	5200903245
Non-articulated delivery*	To enable deliveries to locations without articulated access an urban articulated vehicle is available.+ (A rigid vehicle may be available on request - please contact the Customer Service Centre for price and availability.)++	£200	5200903253
Multi-point deliveries**	To assist you if you have limited storage capacity, we can help by offering multi-point deliveries to destinations within 30 miles road distance of the first delivery point	£60 per additional drop	5200903252

*Standard lead times may vary subject to vehicle availability.

**Prices are also available upon application for deliveries outside the 30 mile distance.

+Urban articulated vehicles are 13 m long, 2.6 m wide and 4.5 m high. This vehicle can carry eight Isover pallets.

++Rigid vehicles are 11 m long, 2.6 m wide and 4.4 m high. This vehicle can carry six Isover pallets.

Timed deliveries

To suit all delivery requirements, we can offer flexible deliveries by prior arrangement to suit your needs.

Delivery Service	Load Type	Charge	Code
Up to 16:00 on the agreed delivery date	Full or part load	No charge	N/A
Morning or afternoon delivery on the agreed delivery date	Full load only	£30	5200903259
Specific time of the agreed delivery date (07:00 - 16:00)	Full load only	£60	5200903260
Next day delivery*	Full or part load	£250	5200903261

*Subject to stock and vehicle availability. Orders must be placed before 10:00.

Site delivery

Deliveries to site are available upon request and are free of charge. Please note the site must have access for articulated vehicles and have mechanical offload facilities. Isover does not allow products to be 'hand balled' off the vehicles.

Waiting times/demurrage

A maximum of two hours is provided to complete the delivery off-load. A charge of £40 will be made thereafter for each hour, or part thereof (5200903254).

Off-loading

When off-loading, we must observe relevant health and safety practices. We will therefore be unable to off-load at sites that contravene these regulations, e.g. parking restrictions, limited turning circles, etc.

Where a health and safety concern is raised, we will contact you to arrange a risk assessment to enable deliveries to continue.

Congestion charges

All deliveries are free of congestion charges.

Redirection

If for any reason a delivery needs to be redirected, this can be arranged where possible. Any additional transportations costs incurred by Isover will be charged to your purchase order (5200905197). Please contact the Customer Service Centre for guidance.

Out of hours deliveries

Out of hours deliveries (between 16:00 - 07:00) are available upon request (5200903262). Prices are available upon application. Please contact the Customer Service Centre for guidance.

Adverse weather

The personal safety of our employees and drivers is always the first priority. If you are unable to accept a delivery due to adverse weather please contact the Customer Service Centre.

Vehicle details

All deliveries made by Isover will be delivered on articulated vehicles, which are 16.5 m long, 2.6 m wide and 4.5 m high.

Palletisation

- All Isover products are delivered on wooden pallets from suppliers who can demonstrate Chain of Custody certification. This means that 100 % of the wood used is sourced from certified sustainable sources.
- The Isover HVAC range products should be stored inside.
- The Isover acoustic and thermal range products that are on pallets and weather-proofed with plastic covers offer the option of outside storage.
- Standard pallets are: 1200 mm x 1200 mm with foursided access, enabling faster loading and unloading with less handling to decrease the chance of damage. Some specialist products are packed on non-standard pallets.

Loading

What do we mean by full loads and half loads?

- Full loads are made up of 22 standard pallets.
- Half loads are made up of 11 standard pallets.
- Any other quantity is defined as a part load.

Mixed loads

You may take full advantage of our extensive range of products by combining any Isover products together in a single order, available for a delivery to a single destination.

PACKING

- Primary product packaging is 100 % recyclable, but must be sorted by type.
- Please see individual product pack for type.



Our services

Returns and refunds

In the unlikely event that you are not wholly satisfied with our products due to damage prior to or on delivery, incorrect quantity or product supplied, please ensure that you contact our Aftercare Team on:

Tel: 0800 032 2555. Email to:

▶ isover.customerservice@saint-gobain.com

Any claims for damage, shortage or errors in delivered stock must be endorsed on the delivery documents retained by the haulier at the time of delivery. Claims must be made within three working days in writing and emailed to:

▶ sgiscustomer@care@saint-gobain.com

Failure to do so may result in claims being rejected.

If you have ordered products in error, please notify us in writing within three working days of delivery for orders placed for Grey and Green items. These products may be returned at our discretion however, they will be subject to the cost of transportation (5200903256) and a restocking charge of 20 % of the value of the goods returned (5200903255).

These products will only be refunded if they are of saleable quality on their return. Please note: orders placed on Orange and Blue items cannot be refunded or returned.

Invoice and payments

Our payment terms for goods and additional charges are the last working day of the month following that in which the invoice is dated. Payments are due under the Contract without any deduction whether by way of set-off, counter claim, or discount unless there is written agreement in advance with Isover.

Isover reserves the right to charge interest on any amount outstanding after the due date at the rate of 2 % above the UK clearing bank base lending rate. Full terms and conditions are shown within the Isover Terms and Conditions outlined on pages 18 - 21.

Technical Support Team

Our Technical Support Team can provide you with:

- U-value calculations
- Condensation risk analysis
- Product specifications

As well as providing technical information on any of the following matters:

- Application and installation
- Technical approvals
- Environmental and sustainability credentials

Contact details:

- Opening hours: Monday – Friday 08.30 – 16.30
- Telephone: 0115 969 8302
- Email:

▶ isover.technical@saint-gobain.com

Customer Service Team

Our experienced Customer Service Team is on hand to help guide you through the ordering process and with any queries about your delivery. They can also put you in touch with your local sales representative.

Contact details:

- Opening hours: Monday – Friday 08:00 – 17:00
- Telephone: 0800 032 2555
- Email:

▶ isover.customerservice@saint-gobain.com



HVAC – For Passive Fire Protection

HVAC – For Passive Fire Protection



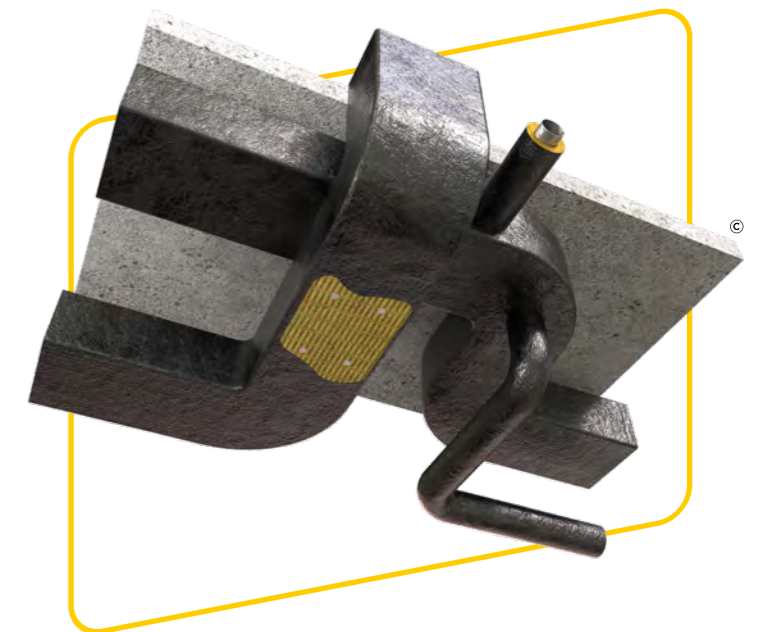
In many situations, passive fire protection of metal ductwork can be the most suitable way to ensure fire safety of ventilation and smoke extraction ducts across your building. Isover offers solutions with Ultimate™ mineral wool that provide fire resistance to metal ductwork while delivering additional thermal and acoustic benefits.

The fire resistance of a building component is a measure of the time during which it is able to fulfil conditions of stability, prevent the passage of flames and smoke and minimise the temperature rise. This requirement is particularly important where ducts pass through separating walls designed to be fire compartments. The final target is to give enough time to allow building occupants to exit the building in case of fire.

Appropriate fire protection of ducts is vital for stopping unseen fire spread, as required by national building regulations.

The Isover U-Protect passive fire protection system for rectangular or circular ductwork can provide up to two hour's passive fire protection to ventilation and smoke extract ducts when tested to EN 1366-1 & EN 1366-8 and assessed to EAD 350142-00-1106 under ETA 18/0691. The Isover U Protect system comprises of slabs, wired mats and accessories.

¹ Fire resistance is dependent on the application, thicknesses used and method of installation. Please refer to Isover U Protect Installation Guide for details.



The Isover U Protect System
installed at Amazon's Distribution
Centre (Kojetín, Czech Republic)

Isover U Protect Slab 4.0 Alu1

For rectangular ductwork, the Isover U Protect Slab 4.0 Alu1 is manufactured from Ultimate™ mineral wool and supplied in 1200 × 600 mm slabs. Ultimate™ mineral wool provides conventional thermal insulation. The fire resistance performance is dependent on the application, insulation thickness and installation method.



Isover U Protect Wired Mat 4.0 Alu1

Designed for circular ductwork, Isover U Protect Wired Mat 4.0 Alu1 is a mineral wool roll incorporating a galvanised steel grid and a black aluminium foil facing.



Features and benefits

Fire protection

The Isover U Protect system has been tested under EN 1366-1 and EN 1366-8 and assessed to EAD 350142-00-1106 under ETA 18/0691. It offers up to 2 hours passive fire protection in HVAC ventilation and smoke extract ducts.

Thermal insulation

Isover U Protect Slab and Wired Mat 4.0 Alu1 can be used to help meet UK thermal building regulations and offers energy savings by protecting the installation from external thermal variation.

A1 fire classification

Isover U Protect Slab and Wired Mat 4.0 Alu1 achieves a Euroclass A1 Reaction to Fire classification, according to BS EN 13501-1

Ease of install

The Isover U Protect System is a lighter weight solution compared to traditional stone wool options. U Protect Slabs and Wired Mats have a typical density of 66-67 kg/m³ compared to between 100 kg/m³ and 120 kg/m³ for stone wool. This makes the system easier to handle and reduces the stress on supporting structures.



HVAC



EASE OF INSTALL



A1 FIRE CLASSIFICATION



THERMAL INSULATION

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Isover U Protect Slab 4.0 Alu1								
Product order code	Delivery time	Thickness (mm)	Width (mm)	Length (mm)	Slabs per pack	Pack area (m ²)	Packs per pallet	Pallet area (m ²)
5200687129	●	30	600	1200	13	9.36	12	112.32
5200687130	●	40	600	1200	10	7.20	12	86.40
5200680825	●	50	600	1200	8	5.76	12	69.12
5200680826	●	60	600	1200	6	4.32	12	51.84
5200680827	●	70	600	1200	5	3.60	12	43.20
5200680828	●	80	600	1200	5	3.60	12	43.20
5200680829	●	90	600	1200	4	2.88	12	34.56
5200680830	●	100	600	1200	4	2.88	12	34.56

THERMAL CONDUCTIVITY

Mean temp (°C)	10	50	100	150	200	300	400
λ _D Declared thermal conductivity (W/m.K)	0.031	0.035	0.040	0.047	0.054	0.072	0.096

Isover U Protect Wired Mat 4.0 Alu1								
Product order code	Delivery time	Thickness (mm)	Width (mm)	Length (mm)	Rolls per pack	Pack area (m ²)	Packs per pallet	Pallet area (m ²)
5200864101	●	30	600	1000	2	12.00	18	216.00
5200687131	●	50	600	6000	2	7.20	18	129.60
5200687132	●	60	600	5000	2	6.00	18	108.00
5200680831	●	75	600	4000	2	4.80	18	86.40
5200687133	●	80	600	3700	2	4.44	18	79.92
5200864775	●	90	600	3300	2	3.96	18	71.28
5200687134	●	100	600	3000	2	3.60	18	64.80
5200680832	●	120	600	2500	2	3.00	18	54.00

THERMAL CONDUCTIVITY

Mean temp (°C)	10	50	100	150	200	300	400
λ _D Declared thermal conductivity (W/m.K)	0.031	0.035	0.040	0.047	0.054	0.072	0.096

● 2 working days | ● 2-7 working days | ● 2-21 working days | ● Made to order

Please note: some items may be subject to an MOQ; please contact us for more information.

Choosing the insulation thickness



The Isover U Protect System installed at Amazon's Distribution Centre (Kojetin, Czech Republic)

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The insulated duct going through the wall/floor must provide the same fire resistance as the wall/floor. For rectangular ducts, use Isover U Protect Slab 4.0 Alu1. The insulation thickness should be chosen depending on the fire rating and duct orientation.

Rectangular

Ventilation Ducts - EN 1366-1				
Ducts		EI30	EI60	EI120
Duct Type A - Outside	Horizontal	30	30 (40)	90
	Vertical	30	30	90
Duct Type B - Inside	Horizontal	40	70	90
	Vertical	50	80	90
Smoke Extract Ducts - EN 1366-8				
Ducts		EI30	EI60	EI120
Horizontal/Vertical		50	80	90

Number in brackets means the thickness in mm to use for ducts penetrating lightweight partition walls.

The insulated duct going through the wall/floor must provide the same fire resistance as the wall/floor. For circular ducts, use Isover U Protect Wired Mat 4.0 Alu1. The choice of insulation thickness will depend on the fire rating and duct orientation.

Circular

Ventilation Ducts - EN 1366-1				
Ducts		EI30	EI60	EI120
Duct Type A - Outside	Horizontal	50	80	120
	Vertical	50	80	120
Duct Type B - Inside	Horizontal	50	80	120
	Vertical	50	80	120
Smoke Extract Ducts - EN 1366-8				
Ducts		EI30	EI60	EI120
Horizontal/Vertical		50	80	120

Number in brackets means the thickness in mm to use for ducts penetrating lightweight partition walls.

Isover U Protect Accessories

To ensure effective fire protection and straightforward installation of the Isover U Protect system, a full range of accessories is available, including intumescent paint, glue, screws and tape.

The accessories detailed below are integral to the Isover U Protect passive fire protection system as they have been tested and assessed alongside Isover U Protect Wired Mat 4.0 AluI and Isover U Protect Slab 4.0 AluI in achieving the published fire performance according to EN 1366-1 & EN 1366-8 and assessed to EAD 350142-00-1106 under ETA 18/0691 for ventilation and smoke extract ducts.

The fire performance of this system cannot be substantiated if any of the system components are substituted.

The fire resistance is also dependent on the application, thicknesses of the wired mat or slab and the method of installation.

Protect BSF Intumescent Paint					
Product order code	Delivery time	Material Description	Delivery unit	Items per pallet	M.O.Q.
5200428879	●	Protect BSF Intumescent Paint (310 ml tube)	Box of 12 cartridges	52 boxes	1 box

Protect BSK Adhesive					
Product order code	Delivery time	Material Description	Delivery unit	Items per pallet	M.O.Q.
5200859462	●	Protect BSK Adhesive (310 ml cartridges)	Box of 20 cartridges	60 boxes	1 box

FireProtect Screws						
Product order code	Delivery time	Material Description	Length	Unit per box	Boxes per pallet	M.O.Q.
5200428876	●	FireProtect Screws	140 mm	500	50	1 box
5200428877	●	FireProtect Screws	200 mm	200	50	1 box

Protect Black Tape						
Product order code	Delivery time	Material Description	Width	Length	Rolls per pack	M.O.Q.
5200849112	●	Protect Black Tape	90 mm	100 m	12 rolls	1 box
5200928646	●	Protect Black Tape	90 mm	50 m	12 rolls	1 box

● 2 working days | ● 2-7 working days | ● 2-21 working days | ● Made to order

HVAC – For Passive Fire Protection



Storage and usage guidelines

- BSF Paint and BSK Glue must be stored in frost-free conditions.
- The recommended working temperature is between +8°C and +30°C.
- BSK Glue should be stored between +15°C and +25°C, away from direct sunlight.
- Exposure to low temperatures may cause these products to harden. If this occurs, allow them to acclimatise to the above temperatures before use.



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Conditions of sale

1 Definitions

In these conditions "Isover" shall mean Saint-Gobain Isover UK Limited; "the Goods" shall mean the products supplied or to be supplied by Isover under any Contract; "the Customer" shall mean the company firm or person buying the Goods from Isover under any Contract and "Contract" shall mean any contract between Isover and the Customer for the sale and purchase of Goods.

2 Application of Conditions

All Goods supplied by Isover are supplied on the following terms and conditions to the exclusion of all other terms and conditions including any variation of those terms and conditions which the Customer may seek to impose whether or not the Customer's conditions are contained in any other acceptance or counter offer made by the Customer. Variations shall not have effect unless expressly accepted by a Director of Isover in writing.

3 Quotations

All quotations given by Isover are subject to acceptance by Isover on receipt of the Customer's order. A Contract will only be formed when Isover has accepted the Customer's order.

4 Accuracy of Description of Goods

All descriptions specifications drawings and particulars of weights and dimensions submitted by Isover or otherwise contained in Isover's price list or other published matter are provided by Isover in the belief that they are as accurate as reasonably possible but none of these shall form part of any Contract and shall not constitute a description of the Goods or be taken to be representations made by Isover and are not warranted to be accurate.

5 Price

All prices quoted are Isover's current prices at the time of delivery and are exclusive of VAT unless otherwise stated. The price payable for the Goods shall be the price ruling at the date of delivery and Isover shall be entitled to adjust the price of the Goods at any time between the date of the order and the date of delivery of the Goods to take account of any increase in costs incurred by Isover or changes in Isover's price list.

6 Delivery

6.1 Delivery shall be deemed to have been effected:

6.1.1 Where the Goods are carried in a vehicle owned by Isover or in a vehicle owned by a carrier employed by Isover when the vehicle is stationary as near to the point of delivery designated by the Customer as is reasonably possible and the delivery note is tendered to the Customer or the recipient of the Goods where delivery is not directly to the Customer;

6.1.2 In all other cases when the Goods leave Isover's premises.

6.2 Time for delivery is not of the essence and Isover shall not be liable for any loss (including loss of profit), costs, charges, expenses or damage caused directly or indirectly by late delivery. Isover shall not be liable for any non-delivery of Goods (even if caused by Isover's negligence) unless written notice is given to Isover within three working days of the date when the Goods would in the ordinary course of events have been received. Any liability of Isover for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6.3 Isover shall be entitled to make delivery by installments and to invoice separately for each installment. Where delivery is made by installment each installment shall be construed as the subject of a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply.

6.4 Where Isover has agreed to deferred delivery such delivery shall be accepted by the Customer within three months from the date of the order. If the Customer fails to take delivery within such a period the risk shall pass to the Customer and the balance remaining undelivered together with storage costs shall be invoiced to the Customer and payment shall become immediately due.

6.5 Goods which the Customer agrees to collect ex works must be collected within seven days of Isover notifying the Customer that the Goods are ready. If the Goods are not collected within this period Isover shall be entitled to invoice the Customer for the Goods and to charge for storage of the Goods, the Goods being held at the Customer's risk.

6.6 Deviations in quantity of the Goods delivered from those stated on the Contract shall not give the Customer the right to repudiate the Contract or to reject the Goods (save insofar as they materially exceed the amount ordered) or to claim damages for breach of Contract and the Customer shall be obliged to accept and pay at the Contract rate for the quantity delivered (except insofar as the Customer has the right to reject the Goods under this condition).

6.7 The Customer shall ensure that the point of delivery designated by the Customer and all access routes to it are reasonably accessible for motor transport and shall also take such further steps as are necessary including providing at the place of delivery unless otherwise agreed adequate equipment and manual labour for unloading and transporting the Goods.

7 Payment

7.1 The price of the Goods and additional charges (less any discount to which the Customer is entitled) shall be due and payable on the last working day of the month following that in which the invoice is dated. The time of payment of the price of the Goods shall be of the essence of the Contract.

7.2 If the Customer fails to make a payment in respect of any invoice on the due date:

7.2.1 All invoices for Goods delivered for which payment has not been received shall become immediately due and payable notwithstanding clause 7.1 or any previous agreement to the contrary.

7.2.2 Without prejudice to any other right or remedy available to Isover, Isover shall be entitled to:

7.2.2.1 Charge the Customer interest (both before and after judgement) on the amount unpaid in accordance with the terms of the Late Payment of Commercial Debt (interest) Act 1998 until actual payment on all overdue accounts; and / or

7.2.2.2 Cancel the Contract or suspend any further deliveries to the Customer; and / or

7.2.2.3 Set-off any amounts Isover owes to the Customer by way of rebate payments, contract support payments or any other monies due from Isover to the Customer against any monies owed by the Customer to Isover.

7.3 Isover reserves the right at any time to demand security for payment before continuing with or delivering any order.

7.4 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Isover to the Customer.

8 Risk and Property

8.1 Risk in the Goods shall pass to the Customer when the Goods are delivered to or collected by the Customer or its agent.

8.2 Notwithstanding delivery and the passing of risk in the Goods the Goods shall remain the property of Isover until the Customer has paid the full price for the Goods together with any interest payable in respect of the Goods and all other sums owing from it to Isover under any Contract or any interest payable under any other Contract.

8.3 Until title to the Goods passes to the Customer the Customer shall hold the Goods as fiduciary agent and bailee for Isover and shall keep the Goods in good and substantial repair and condition properly stored protected and insured and the Goods shall be stored in such a way as to be clearly identifiable as belonging to Isover and shall hold the proceeds of the insurance on trust for Isover and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.4 Until such time as the title in the Goods passes to the Customer (and provided the Goods are still in existence and have not been re-sold) Isover shall be entitled at any time to require the Customer to deliver up the Goods to Isover and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

8.5 Isover shall at any time be entitled to appropriate any payment made by the Customer in respect of any Goods in settlement of such invoices as Isover may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.

9 Inspection - Shortages

9.1 The Customer shall carefully inspect the Goods immediately on delivery or on collection as the case may be and in the presence of Isover or its carrier (as the case may be).

9.2 Isover shall be under no liability for any defects or shortages or wrong deliveries that would be apparent on careful inspection if the terms of this clause are not complied with and in any event will be under no liability if the delivery note for the Goods is not endorsed with details of any defects or shortages or wrong deliveries and handed to Isover or its carrier (as the case may be) and if a written complaint is not delivered to Isover within three working days of delivery detailing the alleged defect or shortage or wrong delivery.

9.3 In all cases where the Customer complains of defects or shortages or wrong deliveries Isover shall without prejudice to the question of liability generally be under no liability in any event if it has not received the written notices under condition 9.2 and if it has not been given an opportunity to inspect the Goods before they have been used by the Customer.

10 Warranty

10.1 Isover warrants that it has title to and the right to sell the Goods.

10.2 No representation or warranty is given by Isover as to the suitability or fitness of the Goods for any or any particular purpose and the Customer shall satisfy himself in this respect and shall be totally responsible therefore.

10.3 The Ordering and delivery guide should be read in conjunction with these conditions. In the event of conflict between the Ordering and delivery guide and these conditions then the terms of the Ordering and delivery guide shall apply.

11 Liability Exclusions

11.1 Each of the sub-clauses in this clause are to be treated as separate and independent.

11.2 Nothing in these conditions shall exclude or restrict Isover's liability for death or personal injury caused by the negligence of Isover or fraudulent misrepresentation.

11.3 Isover is willing to undertake liability additional to that provided by this clause 11 in exchange for a higher price for the Goods.

11.4 Isover will either repair the Goods at its own expense or at its option replace the Goods if any hidden defects which Isover is reasonably satisfied are caused by faulty design manufacture materials or workmanship which are discovered within three months from the date of despatch provided that Isover shall not be liable for defects caused by abnormal use misuse or neglect or use other than in accordance with any applicable Isover technical instructions or similar literature and provided further that the Customer informs Isover of the relevant defect in writing within three working days of discovering it.

11.5 Other than the terms set out in these conditions and unless expressly agreed in writing by Isover no other terms conditions or warranties expressed or implied statutory or otherwise shall form part of the Contract.

11.6 Isover shall not be liable for any direct or indirect loss or damage, consequential loss, loss of profit, loss or depletion of goodwill or loss of business opportunity or any other loss suffered by the Customer or any damage to property of the Customer or anyone else whatsoever howsoever arising and whether or not caused by Isover's negligence.

11.7 In the event that notwithstanding the foregoing provisions of this clause Isover is found liable for any loss or damage suffered by the Customer then Isover's total liability for any one claim or for the total of all claims arising from any one act or default of Isover (whether arising from Isover's negligence or otherwise) shall not in any event exceed the Contract price for the Goods.

12 Insolvency of Customer

If the Customer being a company shall pass a resolution or suffer an order of a court to be made for its winding up or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the assets or property of the Customer or being an individual or partnership shall suspend payment or propose to enter into any composition with creditors or becomes bankrupt or in either case becomes unable to pay its debts (or have no reasonable prospect of so doing) or threatens to cease to carry on business then without prejudice to any other right or remedy available to Isover, Isover shall be entitled to treat the Contract as repudiated or suspend any further deliveries or recover the possession of any Goods for which payment in full has not been received without liability to the Customer and if Goods have been delivered but not paid for the price of those Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13 Sample Goods

In no circumstances will Isover sell its Goods by sample and the supply of sample Goods to Customers or prospective Customers is not intended to provide them with a contractual specification of the Goods or to constitute a sale or offer of sale by sample.

14 Health and Safety at Work

Isover gives notice to the Customer that information and product literature is available concerning the conditions necessary to ensure that the Goods supplied under the Contract will be safe and without risk to health when used, handled, processed, stored or transported by a person at work. The Customer should immediately contact Isover if he is not in possession of such information or literature.

15 Assignment

The Customer shall not assign or transfer or purport to assign and transfer any Contract to which these conditions apply or the benefit thereof to any other person whatsoever.

16 Force Majeure

Isover shall not be liable for any delay in delivery or failure to deliver the Goods arising from circumstances outside Isover's control including for example acts of God, war, riot, explosion, abnormal weather, fire, flood, pandemic, strikes, lock outs, Government action or Regulations (UK or otherwise) delays by suppliers, accidents and shortages of materials, labour or manufacturing facilities and reserves the right to defer the date of delivery or to cancel the Contract.

17 Cancellation

No cancellation by the Customer is permitted unless expressly agreed by Isover in writing. In the event of a cancellation, the Customer shall pay the appropriate cancellation charge as set out in the "supporting your business" section, under Order cancellation.

18 Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the receiving party's usual place of business or its registered office or such other address as that party may from time to time notify in writing and shall be deemed to have been served and sent by post 48 hours after posting. Isover's registered office address: Saint-Gobain Isover UK Limited, Saint-Gobain House, East Leake, Loughborough, Leicestershire, LE12 6JU

19 Group Members

Isover may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Isover.

20 Rights of Third Parties

The parties do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

21 Waiver

No waiver by Isover of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

22 Jurisdiction

All Contracts between Isover and the Customer shall be governed and construed in accordance with English law and all disputes arising in relation to such Contracts shall be submitted to the exclusive jurisdiction of the English courts save that Isover retains the right to take proceedings in any other court of competent jurisdiction.

23 Headings

Headings in these conditions are for ease of reference only and do not form part of the conditions and shall not be deemed to alter or affect the meaning of any of the conditions.

24 Bribery Act Compliance

The Customer shall ensure that in any dealings with Isover, neither it or its employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. The Customer shall inform Isover immediately it becomes aware of any actions between the parties that could constitute an offence under the Act.

25 Sanctions Compliance

25.1 It is Isover and its group's policy to comply with all applicable sanctions and legal requirements for the import and export of goods, technology and services. Isover is committed to ensuring compliance with all regulatory and licensing requirements relating to international trade. Isover does not permit the supply of any of its goods to any individuals, companies or organisations that are subject to any trade, economic or financial sanctions, embargoes or similar restrictive measures administered, enacted or enforced by the UK, EU, UN or USA ("Sanctioned Entities"). By entering in to this Contract the Customer agrees not to re-sell or otherwise transfer the Goods, either directly or indirectly, to any Sanctioned Entities.

26 Export terms

26.1 In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of Incoterms and these conditions, these conditions shall prevail.

26.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 26 shall (subject to any special terms agreed in writing between the Customer and Isover) apply notwithstanding any other provision of these conditions.

26.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

26.4 Where Isover agrees with the Customer that it will be responsible for delivering the Goods the Goods shall (unless agreed otherwise in writing between Isover and the Customer) be delivered FOB to the air or sea port of shipment and Isover shall be under no obligation to give notice under s.32(3) of the Sale of Goods Act 1979.

26.5 The Customer shall be responsible for arranging for testing and inspection of the Goods at Isover's premises before shipment. Isover shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

26.6 The Customer shall be liable for and shall indemnify and hold Isover harmless from any and all liability, loss, claims, damages and costs, which Isover may sustain or incur, arising out of or in any way connected with the Customer's failure to comply with Conditions 26.3 or 25.

27 Data Protection

27.1 For the purposes of this condition 27, (a) "Applicable Data Protection Laws" means (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer is subject, which relates to the protection of personal data, in each case, as updated, amended or replaced from time to time; (b) "EU GDPR" means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law; (c) "UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; in each case, as updated, amended or replaced from time to time; and (d) the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the UK GDPR.

27.2 Each party shall comply with the provisions and obligations imposed on it by the Applicable Data Protection Laws when processing Personal Data in connection with these conditions. Such processing shall continue for so long as these conditions are in force and shall be in respect of the following:

27.2.1 Categories of data: Contacts within each of the parties and the ultimate customer details;

27.2.2 Types of personal data: names, addresses, email addresses, telephone numbers and other contact details;

27.2.3 Purpose and nature of processing: (i) manage the Contracts between the parties including ordering, fulfilment and billing and (ii) fulfilment of such Contracts by delivering goods.

27.3 To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall: (a) comply with the provisions and obligations imposed on a processor by the Applicable Data Protection Laws, and any stipulations set out in the Applicable Data Protection Laws as to what shall be included in the Contract between the parties shall form a part of, and are incorporated into, these conditions as if they were set out in full, and any reference to "documented instructions" (or similar) shall include the provisions of these conditions; and (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these conditions.

27.4 The Customer agrees that Isover may engage third party providers including any advisers, contractors, or auditors to process Personal Data ("Sub-Processors"). Isover shall ensure that its contract with each Sub-Processor shall impose obligations in relation to the processing of Personal Data on the Sub-Processor that are materially equivalent to the obligations to which Isover is subject to under these conditions in relation to the processing of Personal Data.

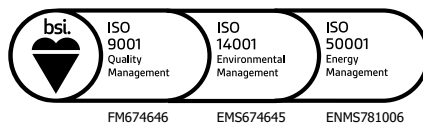
27.5 If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Applicable Data Protection Laws, or if any Personal Data processed in connection with these conditions is subject to a personal data breach (as defined in the UK GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.



Saint-Gobain Iover UK Limited

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Iover reserves the right to amend or revise product specification without notice.

The information in this publication is correct at the time of publication. The information herein should not be read in isolation as it is meant only as guidance for the user, who should always ensure that they are fully conversant with the products and systems being used and their subsequent installation prior to the commencement of work.

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