

PURCHASE CONDITIONS - ORDERS - RESERVES

1. These purchase conditions shall apply to all orders. An order under these general terms and conditions includes all services, deliveries, products, goods, services and work that a supplier provides to Holcim (Belgium) SA. The purchase conditions shall apply to the exclusion of any other general terms and conditions mentioned on titles, invoices or any other documents issued by the supplier, which shall in no case be enforceable against Holcim (Belgium) SA. The acceptance of an order by the supplier shall be equivalent to an unconditional acceptance of these general terms and conditions. These purchase conditions may only be deviated from by means of a specific written agreement in a contract and/or order form.
2. Any verbal order issued by Holcim (Belgium) NV shall be confirmed by a written order, sent by any means to the supplier. The order shall be deemed to have been accepted by the supplier unless a written objection is received within 3 (three) calendar days.

ADDITIONAL WORK - CHANGES IN THE ORDER

3. No changes to the order, changes to the agreed work or additional work may be carried out without the prior written and explicit consent of Holcim (Belgium) NV.

PRICE

4. Prices are firm and non-revisable unless otherwise agreed in writing between the parties. The prices include all services, products, deliveries, goods, services and work necessary for the proper execution of the order.

INVOICES - PAYMENT CONDITIONS

5. Payments by Holcim (Belgium) SA shall be made in accordance with the terms of the contract or the order form. Any order deemed to have been accepted explicitly or implicitly by a supplier will be paid according to the terms of the order form or the contract to the exclusion of any other condition. Holcim (Belgium) SA reserves the right to always make the payment of an order to the supplier conditional, when it deems it necessary, on the prior receipt of a bank guarantee from the supplier, issued by a banking or financial institution that is known to be solvent, which ensures the execution of the supplier's contractual commitments.
6. Invoices must always mention the references of the order (order number, delivery date, description and quantity of the supplies delivered). They shall be sent to Holcim (Belgium) SA together with all supporting documents. Unless explicitly agreed otherwise in writing and in advance between the parties, the supplier's invoices shall be addressed to the registered office of Holcim (Belgium) NV or to the invoicing address mentioned at the bottom of the order form, as mentioned on the order form. In the absence of one of these details or in the event of inaccuracy or incompleteness, the invoice shall be returned to the supplier.

QUALITY OF SUPPLIES AND SERVICES

7. The supplier must check the entire adequacy of its deliveries, products, services, goods, works and/or services with the object of the order. To this end, it shall in particular verify all information, specifications, plans and specifications provided by Holcim (Belgium) SA and immediately notify Holcim (Belgium) SA of any difficulties, changes, errors or omissions. The supplier shall provide Holcim (Belgium) NV with the results of the checks, tests, inspections and measurements that it carries out to verify the accuracy of the information and documents for information purposes. He shall assume full responsibility for these checks and shall release Holcim (Belgium) SA from all possible damage and/or liability that may arise directly or indirectly from them. The approval by Holcim (Belgium) NV of the documents submitted by the supplier does not release the supplier from any liability towards Holcim (Belgium) NV.
8. The supplier undertakes to comply at all times with the legal, regulatory, administrative, national, European and international provisions governing orders, failing which the order shall be automatically and immediately cancelled to its detriment. The supplier shall indemnify Holcim (Belgium) SA against all costs, damages and claims that may arise from this.
9. Holcim (Belgium) SA may at any time decide to check, have checked and stop the delivery of an order that it deems non-compliant and to refuse any supply of an order that is not of the prescribed quality, without this decision being able to justify in any way whatsoever any delay on the part of the supplier or to result in the payment of any damages, in the broadest sense, to the supplier.

SAFETY - HEALTH PROTECTION - RESPECT FOR THE ENVIRONMENT

10. In the case of orders delivered and/or services performed at the sites of Holcim (Belgium) NV, the general safety and health conditions shall be the subject of a separate document that shall form an integral part of the general purchase conditions of Holcim (Belgium) NV. All these conditions (including the general purchase conditions) shall be provided by Holcim (Belgium) NV to the supplier in due time and before the execution of the order. These conditions shall also be available on the website of Holcim (Belgium) NV. If the supplier has not notified Holcim (Belgium) NV in writing within 3 (three) working days of the placing of the order by Holcim (Belgium) NV that it was unable to consult these conditions, it shall be assumed that the supplier was able to obtain and consult these conditions in good time and in due form. Consequently, in the event of total or partial non-compliance with these safety and health conditions during the execution of the orders, the supplier shall be held exclusively and fully liable by Holcim (Belgium) NV for all fines, compensation and/or damages (indemnities) that this may entail.
11. The supplier is obliged to always comply with the social, fiscal and environmental regulations in force and applicable. Holcim (Belgium) SA may at any time request proof of compliance with these regulations. Likewise, the supplier shall always comply with all rules and agreements in force at the place of execution of the order,

including but not limited to those concerning safety and environmental protection. Failure to comply with these rules and regulations may result, at Holcim (Belgium) SA's discretion, in the stoppage or suspension of the construction site and the temporary or permanent exclusion of the supplier, as well as the immediate termination of all outstanding orders at the supplier's expense. All such sanctions shall be exclusively to the detriment of the supplier and the latter shall indemnify Holcim (Belgium) NV against all costs, damages and claims that may arise therefrom.

SHIPPING - TRANSPORT - PACKAGING - WASTE

12. The supplier undertakes to comply at all times with the regulations applicable to its activities, including, but not limited to, those relating to transport. In particular, the supplier shall ensure that the persons employed by him at all times strictly observe the provisions of the Highway Code relating to the loading and overloading of trucks. He shall be solely responsible for any violation in this respect.
13. In the absence of specific provisions in the order concerning the conditions of transport, the supplier shall take care of the transport of the orders at its own risk and expense, up to the place of delivery specified in Article 17 of these general conditions of purchase. Unless otherwise agreed, the packaging costs shall be borne by the supplier. The supplier shall ensure that the quantity of non-recyclable packaging is kept to a minimum.
14. Unless otherwise agreed, the supplier shall take back the packaging and construction site waste from the orders delivered by the supplier and shall promptly remove and process it exclusively at its own expense.

DELIVERY - WEIGHT - RECEPTION

15. Any delivery in advance of the date stipulated in the order of Holcim (Belgium) NV shall not be permitted without the prior, explicit and written consent of Holcim (Belgium) NV. Unless otherwise agreed in writing in the order of Holcim (Belgium) NV, all orders will only be delivered to the address explicitly mentioned by Holcim (Belgium) NV in the order. If Holcim (Belgium) NV has not mentioned the delivery address on the order, the supplier shall deliver the order to the address of the Holcim (Belgium) NV establishment mentioned on the order.
16. Each delivery shall be accompanied by a delivery note which shall be handed over immediately to the employee of Holcim (Belgium) SA and which shall include the precise references of the order (order number), the delivery date, the description and the quantity of the supplies delivered.
17. Deliveries can under no circumstances be considered as tacitly accepted. Consequently, neither the acceptance and/or partial or total payment of orders, nor the absence of complaints within 30 (thirty) calendar days after receipt of a delivery can be considered as acceptance/acceptance of an order. An obvious non-conformity can even be established after delivery of the goods or after the provision of the services within a maximum of 30 (thirty) calendar days after receipt of the delivery, even if the relevant invoices have already been paid (see Article 22 of these Purchase conditions). The statutory warranty against hidden defects shall also apply.
18. Holcim (Belgium) NV reserves the right to definitively refuse any order that does not fully comply with its purchase conditions and/or does not adequately correspond to the quality that Holcim (Belgium) NV can expect from such an order. In addition, Holcim (Belgium) NV shall be entitled to return the order to the address that the supplier mentioned in writing when concluding the order. The supplier shall be fully responsible for all reasonable costs arising therefrom, including but not limited to all customs duties and taxes, and shall at no time be entitled to any compensation from Holcim (Belgium) NV.
19. Only weights determined with measuring equipment approved by Holcim (Belgium) NV shall be valid. Suppliers of Holcim (Belgium) NV may attend the weighing at the premises of Holcim (Belgium) NV. Payments made by Holcim (Belgium) NV shall in no way prejudice the quality and/or conformity of a supply, nor the quality and/or proper execution of an order. Any payment shall be considered as an advance payment to be applied to the payment of the total price. This payment does not reduce the supplier's responsibility in any way. Moreover, it does not release the supplier from his obligation to complete, repair, modify or replace any order for which a defect would have been found, in order to fully harmonise the delivery with the order.

PROPERTY - RISKS

20. The transfer of ownership shall take place in accordance with common law, notwithstanding any retention of title clause, which shall not be enforceable against Holcim (Belgium) SA unless it is expressly accepted in writing by a person authorised for this purpose by Holcim (Belgium) SA prior to the order.
21. Unless otherwise agreed in writing between the parties, the transfer of risks shall take place at the place of delivery as provided for in Article 17 of these Purchase conditions and after the receipt and/or delivery has been expressly recorded in writing by a person authorised for this purpose by Holcim (Belgium) SA.
22. In the event of termination of the order for any reason whatsoever, Holcim (Belgium) NV shall be entitled to demand delivery of the ordered items that are still in the process of being manufactured and shall only be obliged to pay the value of these items on the date of termination of the order, provided that the delivery corresponds adequately to the quality that Holcim (Belgium) NV can expect from such an order.

DEADLINES - PENALTY CLAUSE FOR LATE DELIVERY

23. The agreed delivery dates are binding and form an essential part of the order.

- Acceptance of the order means that the supplier formally undertakes to comply with it, on pain of a penalty clause for delay.
24. In the event of a delay in the delivery of the order and after prior notice of default by the sole expiry of the term, the supplier may owe Holcim (Belgium) SA a fixed compensation of 2.5% of the amount of the order per week of delay with a maximum of 12% of the amount of the order. Holcim (Belgium) NV reserves the right to claim full compensation for all damage suffered, including but not limited to all payments that it has made and will have to make as a result of the supplier's default.
25. In the event of late delivery and after the expiry of 15 (fifteen) calendar days from the day on which Holcim (Belgium) NV has sent a notice of default to the supplier, Holcim (Belgium) NV shall have the right to have the supplier's order executed by a third party or by itself, entirely at the expense, cost and risk of the defaulting supplier.

SUBCONTRACTING

26. The supplier may only subcontract with the explicit prior written consent of Holcim (Belgium) NV and under its full responsibility. If the supplier uses a subcontractor to provide the performance and/or delivery of goods and services to Holcim (Belgium) NV, the supplier shall at all times remain fully liable to Holcim (Belgium) NV for its subcontractor.

GUARANTEES - RESPONSIBILITIES

27. The supplier guarantees that the orders delivered are free of any defect, including but not limited to defects in design, material, manufacture, assembly, operation and safety of use, and all under the conditions of use that the supplier declares to be familiar with. Unless explicitly agreed otherwise in writing in advance, the duration of the guarantees shall be at least twenty-four months after acceptance of the delivery by Holcim (Belgium) NV.
28. In the event that a defect is found, the supplier shall be obliged to replace or repair as soon as possible and solely at its own expense all orders that prove to be defective in order to bring them into conformity with the conditions of the order and/or to adequately match the quality that Holcim (Belgium) NV can expect from such orders. In the event that the supplier fails to do so in a timely manner, and after the expiry of 15 (fifteen) calendar days from the day on which Holcim (Belgium) NV has sent a notice of default to the supplier, Holcim (Belgium) NV shall be entitled to have the supplier's order executed by a third party or by Holcim (Belgium) NV entirely at the expense and risk of the defaulting supplier. This is without prejudice to the other rights of Holcim (Belgium) NV, including, but not limited to, the right of Holcim (Belgium) NV to claim full compensation for any damage suffered by Holcim (Belgium) NV of any nature whatsoever in connection with (the execution of) the order.
29. The conformity, quality and condition of the orders may be validly ascertained by a bailiff or a judicial expert who may be appointed at the unilateral request of Holcim (Belgium) NV. Holcim (Belgium) NV shall inform the supplier by registered letter at least 5 (five) working days prior to such determination. In the event of the absence of a written reply by the supplier in due time, these findings shall be deemed to be contradictory.
30. The supplier expressly indemnifies Holcim (Belgium) NV and shall always indemnify Holcim (Belgium) NV against all possible infringements, complaints and claims by the owner(s) of intellectual property rights that are directly or indirectly related to the orders offered or delivered.

INSURANCE

31. The supplier has taken out all the insurance necessary for its activity, both for its personnel and its equipment. In particular, it is adequately covered for civil liability (operating), product liability and liability for all types of environmental risks.
32. The supplier shall provide, at the first request of Holcim (Belgium) NV and depending on the risks inherent in the execution of the order at the sites of Holcim (Belgium) NV, an insurance certificate proving that it is sufficiently insured for civil liability, product liability and operational liability for the duration of the contractual relationship, and this for a minimum amount set out in the special terms and conditions of the order.

FORCE MAJEURE

33. The parties shall not be liable for failure to comply with the terms and conditions of the order if such failure is due to force majeure. Force majeure is defined as any event beyond the control of the party confronted with it, which could not have been foreseen at the time of the formation of the contract, and whose effects are unforeseeable. A case of force majeure has the effect of making it temporarily or permanently impossible to perform all or part of the obligations. Force majeure does not cover events that would make the performance of the obligations merely more difficult or onerous.
34. In particular, strikes, lockouts or any other social, financial, technical or industrial impediment, malfunctions and/or defects in hardware and/or software, or, insofar as they relate to orders, any nuisance detrimental to the parties, their suppliers and their subcontractors, shall not constitute force majeure.
35. The party affected by force majeure shall inform the other party within 3 (three) calendar days of becoming aware of it or of the fact that it could reasonably have become aware of it. In this case, the case of force majeure must be described in detail and the other party must be given all the information enabling it to estimate its exact consequences on the fulfilment of its own obligations (in due time and with precision). The party invoking force majeure must inform the other party in writing within the same period mentioned above of the moment from which the force majeure ceases to exist.

36. Failure to comply with the terms and conditions set out in Article 39 of these conditions shall result in the party in question forfeiting its right to invoke force majeure. The obligations of the party validly invoking force majeure shall be suspended for as long as their performance is rendered impossible by force majeure. Nevertheless, this same party shall, as far as possible, remedy the situation with due diligence.
37. The occurrence of a case of force majeure shall not, however, exonerate the party invoking it from liability for fault or negligence or for failure to remedy the situation, to eliminate or mitigate the cause in a reasonable and adequate manner, and the damages arising therefrom.
38. Force majeure shall not give rise to any claim for damages. Holcim (Belgium) NV shall only be bound to pay for orders that the supplier has delivered prior to the event of force majeure and that fully comply with what Holcim (Belgium) NV has ordered, and that adequately meet the quality that can be expected from these orders. Any advance payment that Holcim (Belgium) NV may have made to the supplier prior to delivery shall, in the event of force majeure, be returned in full and without delay by the supplier to Holcim (Belgium) NV.

CONSEQUENCES OF NON-PERFORMANCE OF OBLIGATIONS

39. Holcim (Belgium) NV reserves the right to terminate the order, in whole or in part, in writing, within 15 (fifteen) calendar days of a notice of default which has not been acted upon (within this period), without prejudice to its right to claim damages and/or, where applicable, to demand full compensation.
40. The order shall be terminated by operation of law, without prior notice of default and without prejudice to the right of Holcim (Belgium) NV to full compensation, if (i) the supplier is insolvent, (ii) files for bankruptcy and/or declares itself bankrupt, (iii) is declared bankrupt, (iv) is voluntarily or judicially liquidated, has applied for suspension of payment or is unable to execute the order, or if an event of force majeure occurs that delays the execution of the order by more than six weeks.

CONTRACTUAL OFFSETTING

41. The parties hereby agree that their reciprocal debts and claims arising from the order are connected and shall automatically be set off, without prior notice of default or court order, in particular in the event of the insolvency of one of the parties, irrespective of the origin of these debts or claims and irrespective of the date on which they became due, their purpose or the currency in which they are denominated. The occurrence of an insolvency situation shall be understood to mean the filing for bankruptcy, composition with creditors, collective debt settlement or any other collective domestic or foreign judicial, administrative or voluntary proceedings, including the realisation of assets and the distribution of the proceeds of such realisation among the creditors.
42. The sums, penalty clauses and compensation owed by the defaulting party under these purchase conditions shall be set off immediately, by operation of law and without notice of default, against all sums owed by the injured party to the defaulting party under the order and/or another order. Where applicable, any down payments, sums or advances already paid by the injured party shall be reimbursed to him in due proportion.

PRIVACY

43. All information, data, business secrets, know-how and all personal data that are related to the attitude, behaviour, position, strategy or competitive, economic, financial, industrial, legal, strategic or commercial vision of Holcim (Belgium) SA and provided by the latter to the supplier - regardless of the manner or medium - shall be and remain confidential for a period of five years after the end of the contract between Holcim (Belgium) SA and the supplier. The supplier is not allowed to disclose this information in whole or in part, directly or indirectly, in any way whatsoever to third parties without the prior written consent of Holcim (Belgium) NV. If the supplier violates this provision, Holcim (Belgium) SA expressly reserves the right to recover any damages in the broadest sense from the supplier concerned.

REACH REGULATION

44. For all orders, the supplier certifies that he has complied with all regulatory provisions and, in particular, the formalities for pre-registration and/or registration of chemical substances, as provided for by Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006, which came into force on 1 June 2007 (REACH Regulation) and completed by Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008, as well as any amendment and update of this regulation which may occur since then, with a view to the marketing and use of the said products by Holcim (Belgium) SA. For each product supplied, the supplier undertakes to provide Holcim (Belgium) SA with the complete Safety Data Sheet in accordance with the provisions of the REACH Regulation. The supplier guarantees that the information provided to Holcim (Belgium) NV is always correct and complete. If necessary, he shall compensate Holcim (Belgium) NV for any damage suffered as a result of the transmission of incorrect or incomplete information. The supplier shall be liable to Holcim (Belgium) NV for all consequences, damages and claims that Holcim (Belgium) NV may suffer as a result of non-compliance with the REACH Regulation. Furthermore, Holcim (Belgium) NV reserves the right to terminate the agreements concluded with the supplier in the event of the latter's non-compliance with the REACH Regulation, without Holcim (Belgium) NV owing any compensation to the supplier as a

result of this termination.

CORPORATE SOCIAL RESPONSIBILITY

45. **Working conditions:**
Without prejudice to the formal warranties, representations and undertakings of the Supplier hereunder, the Supplier represents and warrants that it will at all times comply with the SA8000 Corporate Social Responsibility Standard, namely 1. No child labour, 2. No forced labour, 3. Freedom of association and the right to collective bargaining, 5. No unjustified discrimination, 6. No corporal punishment, mental or physical coercion or verbal abuse, 7. Compliance with legal working hours and 8. Ensuring fair compensation for its employees. (This standard is available at: <http://www.sa-intl.org>).
In the event of non-compliance with the above-mentioned standard, Holcim (Belgium) NV reserves the right to cancel the order without owing any costs, compensation and/or indemnity to the supplier.

PERSONAL DATA

46. **Belgium:** In accordance with the law of July 30, 2018 on the protection of individuals with regard to the processing of personal data, all data requested from the supplier is necessary for the processing of the file and is intended solely for orders within the LafargeHolcim Group. The supplier has the right to access, rectify and object to this personal data in accordance with our Data Protection Statement, available at <https://www.holcim.be/fr/declaration-de-confidentialite-des-donnees>.
47. **Netherlands:** In accordance with the Act of 16 May 2018 implementing Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to in short as the General Data Protection Regulation Act, all data requested from the supplier are necessary for the processing of the file and are intended solely for orders within the LafargeHolcim Group. The supplier has a right of access, rectification and opposition on these personal data.
In the event that an order contains processing of personal data of a natural person, such processing shall be in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the physical protection with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) in general, and with the applicable regulations. Holcim (Belgium) SA will fulfil its obligations and, if necessary, enter into a (joint) contract with the supplier regarding this data processing.

APPLICABLE LAW - JURISDICTION

48. **In case of orders to a supplier in Belgium:**
This order is governed by Belgian law. All disputes relating to the interpretation or execution of the order shall, in the absence of an amicable agreement, be finally settled by the competent courts of the judicial district of Walloon Brabant, which shall have exclusive jurisdiction.