

General Terms and Conditions of Purchase

TERMS AND CONDITIONS OF PURCHASE

1. These general terms and conditions of purchase apply to any order and/or delivery programme. Unless a special agreement has been drawn up by between the parties, any acceptance of an order on the part of the supplier carries with it acceptance of Holcim's general terms and conditions of purchase and special conditions which appear on the order, despite any stipulation to the contrary in the general terms and conditions of sale or supplier's special conditions. The provisions in the special conditions on the order shall take precedence over the present general terms and conditions of purchase. The supplier must acknowledge receipt of the order by dating, signing and stamping a copy of the order form, which must be returned to the Purchaser within ten (10) working days of the order date. Upon the expiry of this deadline, the order shall be deemed as completely and irrevocably accepted by the supplier. All reserves of any kind must be expressed by the supplier, under penalty of inadmissibility, on the receipt slip of the order within 10 (ten) days and must be accepted by us explicitly and in writing.

ADDITIONAL WORK

2. No additional work or modification can be made to the agreed work without our prior written consent.

PRICES

3. Prices are fixed and may not be revised unless stipulated to the contrary by written agreement between the parties. They are understood to apply to all materials and services needed for proper execution of the order.

INVOICES – TERMS OF PAYMENT

4. Our payments are made within 30 days end of month from the date of invoice pertaining to the supply of services and within 60 days end of month from the date of the invoice pertaining to other deliveries. We reserve the right to make the payment of the order subject to the provision by the supplier of a bank guarantee issued by a banking of financial institution of known solvency, in order to ensure the execution of the supplier's contractual engagements.
5. Invoices must state our order references and should be sent to us, together with any supporting proof documentation. If these conditions are not fulfilled, the invoice shall be returned to the supplier.

QUALITY OF MATERIALS AND SERVICES

6. The supplier must check that his materials and services are appropriate for the purpose of the order. To this end, it is his responsibility to check all the information, specifications, plans, terms and conditions submitted by us and to inform us immediately of any error or omission. The supplier passes on, for our information, the results of checks, tests, inspections and action he takes to check the accuracy of this information and documents. He assumes full responsibility for these checks, without any obligation to us. Approval by us of documents submitted by the supplier in no way exempts him of the obligations incumbent on him.
7. The supplier undertakes always to meet the legal, regulatory, administrative, national and European requirements governing materials and services, or the order will be cancelled immediately, as of right, with the fault on his side.
8. We can, at any time, decide to inspect or have a work inspected and stopped which is deemed to be sub-standard and reject any material or service which is not of the prescribed standard, without this decision justifying any delay on the part of the supplier.

SAFETY – HEALTH PROTECTION – RESPECT FOR THE ENVIRONMENT

9. With regard to work carried out on our sites, the working conditions are the subject of a separate document which is an integral part of our General Terms and Conditions of Purchase. This shall be provided to the supplier (who will acknowledge receipt thereof). The conditions with regard to Safety and Health protection can also be consulted on our website.
10. The supplier is obliged to comply with the current social and environmental regulations. We can, at any time, ask him to prove that he is complying with these regulations. Likewise, he must comply with all the rules and agreements in effect at the place where the work is carried out, particularly those relating to safety and protection of the environment. Non-compliance with them may result – at our discretion - in the works being stopped and the temporary or permanent exclusion of the supplier, and the immediate cancellation of the order, as of right, with the fault on his side.

SHIPMENT – TRANSPORT- PACKAGING- WASTE

11. The supplier undertakes to comply with the regulations that apply to its business, especially in terms of carriage and transport. In particular, the supplier will ensure that all carriers ensure strict compliance with the provisions of the Highway Code relating to loading and overloading trucks.
12. Unless there are special provisions on the order regarding transport conditions, the supplier is himself responsible for the transport of goods and materials at his own expense, risks and dangers, until the delivery site, specified in article 17, is reached.
13. The packaging costs are borne by the supplier, unless stipulated otherwise.
14. The supplier will ensure that the quantity of non-recyclable packaging is kept to a minimum.
15. Unless there is a special agreement, packaging and site waste from the goods and materials supplied by the supplier shall be picked up by the supplier who will ensure they are removed and processed at his own expense.

DELIVERY – WEIGHT - ACCEPTANCE

16. Any delivery which is earlier than the scheduled date on our order will not be permitted without our previous consent.

17. Unless otherwise specified in the order, goods and materials are delivered exclusively to our sites or offices, the address of which is mentioned in the order.
18. All deliveries must come with a delivery note which is addressed to the recipient and contains the specific order references (order number), the delivery date, description and quantity of materials supplied.
19. Acceptance can, under no circumstances, be regarded as being made tacitly. Consequently, in no circumstances may the taking of partial or complete possession of the materials or works nor the absence of a complaint over a given period be regarded as equivalent to acceptance.
20. We reserve the right to permanently refuse any materials or goods which do not comply with the conditions of the order and to return them at the supplier's expense, with all customs duties and any tax being charged to him.
21. Only the weights recorded on our approved weighing machines are valid ; our suppliers are at liberty to be present at the weighing on our premises.
22. Payments made by us can in no way give an indication of the quality and compliance of the materials, nor of the quality and proper execution of services. Any payment must be regarded as an advance on settlement of the total cost. This payment in no way lessens the supplier's responsibility up to acceptance, duly recorded. In addition, it does not relieve the supplier of his obligation to repair, modify or replace any faulty material or work which may be recorded.

OWNERSHIP – RISKS

23. Ownership is transferred according to common law, notwithstanding any retention of title clause which is put before us if it is not expressly accepted by us.
24. Unless agreed in writing to the contrary by the parties, risks are transferred at the place of delivery as laid down in article 17 of the present conditions after acceptance which has been specifically recorded by an authorised person from our company.
25. If the order is cancelled for any reason, we will be entitled to demand delivery of ordered items, even those still in the process of manufacture, and we will only be obliged to pay the value of these items on the day the order is cancelled.

DEADLINES –LATE DELIVERY PENALTIES –PENALTY CLAUSE

26. Fixed delivery deadlines are insisted upon and acceptance of the order constitutes a formal commitment by the supplier to comply with them or be subject to late delivery penalties by the expiry of the deadline alone, and without prior formal notice.
27. If the order is delivered late, the supplier will pay, by expiry of the deadline alone and without prior formal notice, interest on arrears amounting to 2.5% of the total cost of the order, for each week of delay with a maximum of 12% of the total cost of the order, as an agreed consideration to cover administrative costs and disruption to business. We also reserve the right to pass on, as of right, all the prejudice we may ourselves have sustained as a result of the default of the supplier, including all the penalties which we have been obliged to pay due to the late delivery by the supplier.
28. In the event of late delivery, we may, as of right and after formal notice has had no effect after a fortnight, have the supplier's services continued and completed by a third party or by ourselves at the defaulting supplier's own expense and risk.

SUBCONTRACTING

29. The supplier may only call on subcontractors with our prior consent and on his own responsibility. He will still be obliged to meet his obligations to us arising from the present order.

GUARANTEES-RESPONSIBILITIES

30. The supplier guarantees that the goods and materials supplied and work carried out are free of any faults, particularly in design, materials, manufacture, assembly, operation and safety of use, everything being under conditions of use with which he declares he is familiar. Failing a specific written agreement stating otherwise, the guarantees run for 24 months after acceptance.
31. In the event of a recorded fault, the supplier will be obliged to replace or repair, at his own expense, all materials and/or works which prove to be defective. Otherwise, after formal notice has had no effect after a fortnight, the defective materials and/or work will be repaired or replaced, as of right, by us or by a third party appointed by us at the supplier's expense and risk. This is not detrimental to our other rights, in particular our right to claim compensation from the supplier for all the prejudice of any kind which we have suffered.
32. An inventory of goods, materials or works may be legitimately recorded by a bailiff or legal expert appointed, if applicable upon our request, unilaterally by the (presiding judge of) court with jurisdiction in the operating registered office of our company; or equally, after the supplier has been summoned by registered letter, at least twenty-four hours in advance, to attend the findings which are deemed to have been reached after due hearing of both parties in his absence (of reaction).
33. The supplier shall guarantee us against any claim from holders of intellectual property rights relating to proposed or supplied materials or services.

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INSURANCE

34. The supplier must take out all insurance policies required to cover its business. This cover must be for both staff and equipment. The supplier must also be covered for civil liability, (operation), manufacturing liability and multi-risk environment.
35. The supplier will provide, on request and commensurate with the risks inherent in carrying out our order on our sites, a certificate of insurance proving that he has business liability insurance for products and use for the duration of the contractual relations, for an amount which is set down in the special conditions of the order.

FORCE MAJEURE

36. The parties shall not be held liable for failure to respect terms and conditions of the order in the event of force majeure. Force majeure is understood as any event which is not under the control of the affected party, which was impossible to foresee during the drawing up of the contract, and the effect of which are irresistible and unforeseeable.
37. An event of force majeure has the effect of making it temporarily or definitively impossible to execute all or part of the contractual obligations. Force majeure does not cover the event of the execution of such obligations more difficult or onerous.
38. Force majeure does not, in particular, include strikes, lock-outs or any other social, financial, technical or industrial difficulty or any prejudicial event concerning the parties, their suppliers and their subcontractors with respect to deliveries.
39. The party affected by an event of force majeure must inform the other party within eight (8) days of the event coming to its knowledge. It must thereby describe the event in detail, and inform the other party of all pertinent information which may facilitate the precise identification and determination of the effects on the contractual obligations. The party which invokes force majeure must correspondingly inform the other party of its cessation within the same above-mentioned deadlines.
40. Any party which has failed in its obligation to inform in the terms described in the preceding paragraph shall lose its rights to invoke force majeure.
41. The obligations of the party which validly invokes force majeure shall be suspended for the period in which their execution is rendered impossible by the event of force majeure. Nevertheless, such part must display all possible diligence in bringing an end to the force majeure.
42. A force majeure event may not exonerate the invoking party from its liability due to negligence or due to a lack of diligence in remedying the event, bringing it to an end or overcoming its cause in a reasonable and sufficient manner.
43. Force majeure may not give rise to damages. Only the portion of the order which has been executed prior to the force majeure event shall be owed to the supplier. Any sums paid in advance must be reimbursed to us.

NON-FULFILMENT OF OBLIGATIONS-CONSEQUENCES

44. By a notification sent to the supplier fifteen (15) days after a formal notice period has expired without result, we may terminate all or part of the order, without prejudice to the late-payment penalties and indemnities which may be demanded from the supplier to compensate for prejudice suffered by us.
45. The order shall be canceled as of right without any formal notice period and without prejudice to our rights to seek indemnities if (i) the supplier becomes insolvent, is the object of a voluntary or legal liquidation, insolvency or forced restructuring proceedings, (ii), the supplier is incapable of fulfilling the order, (iii) a force majeure event arises which would cause a delay in the execution of the order of more than two (2) months.

CONTRACTUAL SET OFF

46. As from now, the parties agree that their mutual debts and claims resulting from the order are linked and will cancel each other out, as of right, without prior formal notice or legal ruling, particularly in the event of a situation arising which involves insolvency or concursus creditorum of the parties, regardless of the origin of these debts or claims and regardless of their due date, their subject or the money for which they are made out. A situation of insolvency refers to bankruptcy, winding-up arrangement, collective settlement of debts or any other collective legal, administrative or voluntary, national or foreign procedure, consisting of realising assets and distributing the result of this sale amongst the creditors.
47. The compensation and sums owed by the defaulting party according to the present conditions are compensated, immediately, as of right and without formal notice, with all sums owed by the injured party to the defaulting party according to the order and/or other delivery programme. If need be, all down payments, sums or advances already paid by the injured party will be refunded to him for the due amount.

CONFIDENTIALITY

48. All technical as well as legal and commercial information, which is shared by the parties will be regarded as given under the seal of secrecy and must remain confidential information. Use of information from Holcim by the supplier, without our formal written consent, will result in legal proceedings against the supplier.

REACH LEGISLATION

49. The supplier certifies that it has complied with all of the regulatory provisions for all products supplied and, in particular, with the pre-registration formalities and/or the registration of chemical substances, such as those provided by Regulation (EC) n° 1907/2006 issued by the European Parliament and the Council on 18th December 2006, which came into effect on 1st June 2007 (REACH regulations), and any amendment and update of this regulation which may have occurred in the interim, for the purpose of the marketing and use of said products by Holcim.

For each product supplied, the supplier undertakes to provide Holcim with the Safety Data Sheet, in accordance with the provisions of the REACH regulations.

The supplier guarantees that the information provided to Holcim will be correct and complete. Where appropriate, the supplier will compensate Holcim for any damage suffered if incorrect or incomplete information is provided.

The supplier will safeguard Holcim against any consequences that Holcim might suffer as a result of non-compliance with REACH regulations. Holcim also reserves the right to terminate any contracts entered into with the supplier in the event of the supplier's non-compliance with REACH regulations, without any compensation of any kind being owed by Holcim as a result of said termination.

CORPORATE SOCIAL RESPONSIBILITY

50. Labor conditions
Without prejudice to the Warranties, Representations and Covenants on the part of Supplier in this Agreement, Supplier represents and warrants to Buyer that Supplier complies with the Standard of Social Accountability SA8000. I.e. 1. No child labor. 2. No forced labor. 3. Respect local occupational health and safety regulations. 4. Freedom of Association and collective bargaining. 5. No Discrimination. 6. No corporal punishment, mental or physical coercion or verbal abuse. 7. Respect legally mandated work hours. 8. Guarantee of a fair compensation to its employees.
(This standard is available at: <http://www.sa-intl.org>).
If this Standard is not complied with, we reserve the right to cancel the order without giving rise to damages or compensation for the supplier.

PERSONAL DATA

51. Belgium

In accordance with the Law of 8 December 1992, as amended by the Law of 11 December 1998 and the Royal Decree of 13/02/2001, the personal information which you are asked to provide is necessary for the processing of your dossier, and is only intended for use by the services of Holcim Group companies. You have the right to see, correct and object to the data about you.

52. Holland

In accordance with the Law of 6 July 2000 and the Exemption Order of 7 May 2005, the personal information which you are asked to provide is necessary for the processing of your dossier, and is only intended for use by the services of Holcim Group companies. You have the right to see, correct and object to the data about you.

APPLICABLE LAW - JURISDICTION

53. **For deliveries of material / supply of services by the supplier in Belgium:**
The order is governed by Belgian, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. All disputes relating to the interpretation or execution of the order shall, failing amicable resolution, be settled by the competent courts of the Walloon Brabant province, which shall have sole jurisdiction.
54. **For deliveries of material / supply of services by the supplier in the Netherlands:**
The order is governed by Belgian, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. All disputes relating to the interpretation or execution of the order shall, failing amicable resolution, be settled by the competent courts of the Rotterdam, which shall have sole jurisdiction.

DATA PROTECTION

55. The Parties agree to share with one another certain Personal Data (hereinafter the "Shared Data" once they are received by the other Party) on the basis of Article 6 para. 1 (b) of the European General Data Protection Regulation (GDPR), for the sole purpose of performing this Contract (the "Authorised Purposes"). No particular category of data ("sensitive data") will be processed or transferred. The Party receiving Shared Data from the other Party is hereinafter referred to as the "Recipient" and the Party transferring the Shared Data is hereinafter referred to as the "Issuer".

Information relative to Shared Data:

- a) *Categories of data subjects:*

- Persons involved in the performance of the Contract and who are members of staff or representatives of the Parties or of a third party involved in the performance of the Contract.

- b) *Categories of Shared Data:*

- Contact details, such as the last name, first name, title, workplace, telephone number and email address or any other means of communication;
- No particular category of data will be processed or shared.

56. The Recipient shall process the Shared Data in a professional manner at all times, and in accordance with applicable law and this Contract, and with all due care, and it shall implement appropriate and state-of-the-art technical and organisational measures.

57. Any communication or transfer of data by the Recipient to a third party is only authorised to the extent necessary for the Authorised Purposes and must be compliant with applicable law, particularly with Articles 25 and 26 of the GDPR.

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58. To the extent required by applicable legislation, each Party shall inform the data subjects of the sharing of Shared Data under this Contract. The Recipient shall promptly inform the Issuer of any demand, objection or other request made by Data Subjects pursuant to applicable law concerning the processing of Shared Data (hereinafter the "Data Subjects' Requests") which may give rise to any legal obligation or liability or which may otherwise concern the legitimate interests of the Issuer.
59. Each Party shall inform the other Party without undue delay of any Personal Data Breach (Article 33 para. 1 of the GDPR), and of any dispute with or action initiated by Data Subjects, a supervisory authority or any other third party, where such events concern the Processing of Shared Data and may give rise to legal obligations or liability for the other Party, or otherwise concern its legitimate interests. The Parties shall cooperate and shall provide all assistance reasonably required within the framework of any event of this kind.
60. The Recipient shall promptly delete the Shared Data as soon as they are no longer required for the Authorised Purposes, unless the Recipient is required or authorised by applicable law to continue processing the Shared Data.