

General business terms (GBT) and conditions of Holcim (Switzerland) AG for procurement of goods and services

Version: January 2020

1. Scope

These General Business Terms and Conditions (hereinafter: "Business Terms") shall regulate the conclusion, content and completion of contracts for the procurement of goods and utilization of services through Holcim (Switzerland) AG or one of the subsidiaries thereof (hereinafter: "Holcim"). The Business Terms shall apply to all procurements of goods and service contracts of Holcim, save as expressly stipulated otherwise in writing. The General Business Terms and Conditions of the service provider shall only apply to the extent that they have been explicitly recognised by Holcim in writing. Silence on the part of Holcim shall not be construed as consent or recognition. The same shall apply to the tacit acceptance of goods and services. Upon receipt of the order these Business Terms shall be deemed to have been accepted by the service provider. Amendments and additions must be confirmed in writing by Holcim in order to be valid.

2. Offer

The offeror shall submit the offer on the basis of the offer request. Any costs associated with the offer (such as the costs of documents, trips, demonstrations) shall be borne by the offeror, even if Holcim rejects the offer. If the offeror refrains from putting a time-limit on its offer, it shall be deemed to be binding for 60 days from the date on which the other party received notice thereof.

3. Formation of Contract

Holcim shall make orders in the written form. The written form shall be satisfied through data communication, in particular by fax or e-mail. Holcim shall be entitled to cancel an order if the offeror does not confirm the order within one week following receipt thereof and/or does not reject a request for delivery in writing within one week following the receipt thereof. The contract shall be deemed to have been concluded if Holcim has received the letter of confirmation signed without reservation. If the order amount is less than CHF 10,000 the contract shall be deemed to have been concluded even without a letter of confirmation if the order is not rejected within a reasonable period.

4. Maintaining Confidentiality

The contractual parties shall maintain confidentiality with respect to all facts, which are neither common knowledge nor accessible to the general public. Such confidentiality shall be maintained already prior to the conclusion of the contract and shall remain in force following the termination of the contractual relationship. If the offeror wishes to advertise or publicise this contractual relationship, it must obtain Holcim's written consent therefor. Records, drawings or other documents that have been delivered by Holcim to the service provider for the purpose of preparing the offer and/or manufacturing the delivery item may neither be used for any other purposes, nor duplicated, nor made accessible to third parties. If the contract does not materialise, the offeror must return all the records without being requested to do so.

5. Assignment and Pledging

Claims of the service provider arising from the order may be neither assigned nor pledged without Holcim's prior written consent.

6. Safety Measures

The service provider undertakes to comply with the relevant safety provisions, in particular in the case of on-site work. It shall ensure that all employees or subcontractors engaged by it wear the necessary personal protective equipment and observe the relevant safety provisions.

7. Order of Priority

The specific contract shall rank first, followed by these Business Terms, followed by the Swiss Law of Obligations. If the service provider's General Business Terms and Conditions are accepted in writing these Business Terms of Holcim shall prevail in every case in the case of discrepancies.

8. Applicable Law/Legal Venue

The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Law on Sales Convention) shall expressly not apply to these Business Terms. The legal venue as well as the place of execution (although in the case of the latter this provision shall only apply to an offeror with a foreign domicile) shall be the domicile of Holcim (and/or of the ordering Holcim subsidiary). However, Holcim shall also be entitled to sue the service provider before the competent court of its domicile or before any other competent court. II Special Regulations for the Procurement of Goods

9. Code of Conduct for Suppliers

Holcim expects the supplier to comply with the code of conduct. This code of conduct defines the type of behavior that Holcim requires from its suppliers in relation to issues of sustainable development, as well as working conditions and the environment. (The document is available at www.holcim.ch - search word: code of conduct)

10. Remuneration

The service provider shall provide the services at fixed prices. If the service provider reduces list prices prior to delivery the reduced prices shall also apply to the pending order. The agreed price shall then be reduced accordingly. The price covers all services required for due contractual performance. The agreed price shall constitute settlement, in particular, of packing, transport and insurance costs, expenses, licence fees and all public taxes, not including Value Added Tax. In the case of foreign offerors the price shall include all delivery obligations pursuant to the INCOTERMS 2020 „DDP place of destination“.

Payment shall be effected following receipt of the goods in accordance with the contract and receipt of a verifiable invoice prepared in due form within 60 days in the form of net cash. Payment and discount periods run from receipt of the invoice, however not before receipt of the goods or, in the case of services, not before acceptance.

Payments for part deliveries may only be effected if this has been agreed in writing. The order number appearing on each order must mandatorily appear on each invoice. The service provider shall be liable for delay due to failure to comply with these obligations.

Advance payments, maximum 30% of the total, may be agreed in writing provided that the offeror furnishes complete security (bank guarantee). In such an event the following payment terms shall apply: 30% of the amount, following receipt of the order duplicate and confirmation of the furnished security. The service provider shall

prepare a separate invoice for each part payment. Advance payments are to be declared as such.

In the case of defective services Holcim shall be entitled to withhold payment pending due performance.

Our billing system works digitally. On the one hand so that you can reduce your administrative effort, on the other hand to conserve natural resources. You can send us your invoices / credit notes in PDF format by email or via EDI. (The document is available at www.holcim.ch - search term: supplier accounting)

11. Place of Performance and Passing of Risk

The place of performance shall be the place of destination designated by Holcim. The right of utilization and risk shall pass to Holcim at the place of performance.

12. Delivery Deadlines/Delay

The delivery dates and deadlines specified in the order shall be binding. For the purposes of compliance with the delivery deadline the date of receipt of the goods by Holcim shall be decisive. The service provider shall automatically be in default if it fails to meet the stipulated delivery deadline. If the service provider realises that the stipulated deadlines cannot be met, it must advise Holcim thereof immediately in writing and state the reasons therefor and the period of delay and take all necessary countermeasures at its own cost to prevent a delay as well as any damage resulting from delay. If the service provider is in default, Holcim may nevertheless demand specific performance in addition to a contractual 1 penalty and compensation; however, in lieu thereof it may also waive subsequent performance and either demand compensation for the damage arising from non-performance or rescind the contract. If the service provider is in default it shall be liable to pay a contractual penalty in the amount of 1% of the remuneration per completed or commenced week of delay, but no more than 10% of the entire remuneration. Payment of the contractual penalty shall not release the service provider from its contractual obligations; however, such payment can be set off against compensation owed.

13. Warranty/Guarantee

The service provider, in its capacity as a specialist and knowing the intended purpose of the delivered objects, warrants that the goods possess the guaranteed qualities, that they comply with the relevant safety provisions in Switzerland and do not exhibit any physical or legal defects, which could have a negative effect on their value or their suitability for their required use. Holcim shall examine the state of the object as soon as the regular course of business permits, generally speaking within 30 days following receipt. Should there be a defect, Holcim may, at its choice, demand a rectification of the defect free of charge, a reduction in the price corresponding to the reduced value, rescind the contract, or demand a delivery of substitute goods. Substitute deliveries may, in particular, be effected by exchanging the defective components. Holcim reserves the right to demand compensation in all cases. If the service provider grants a guarantee with respect to certain qualities, which restricts the aforementioned rights of Holcim (e.g. exclusion of repudiation of contract for breach of warranty and reduction of purchase price) the warranty claims of these Business Terms shall prevail. If the said guarantee exceeds the rights under these Business Terms (e.g. longer guarantee period), the service provider's guarantee shall apply. The guarantee and warranty period shall be 24 months commencing from approval of the object unless the service provider has granted a longer guarantee period. For the duration of the guarantee period Holcim shall be entitled to give notice of defects of any kind at any time. The service provider guarantees that the delivered goods do not breach any patents or other intellectual property rights and shall completely indemnify Holcim with respect to

all claims by third parties for alleged or actual violations of intellectual property rights of any kind whatsoever.

14. Substitute Delivery

The service provider guarantees the delivery of replacement parts for a period of at least ten years from the date on which goods are accepted. In the event of an early suspension in the production of replacement parts by the service provider or the supply companies thereof, Holcim shall be advised thereof in good time, so that it can still place a last order for a sufficient quantity. Otherwise, Holcim shall be entitled to purchase the replacement parts or have them manufactured at the service provider's expense.

15. Declaration of Conformity

The service provider confirms that the goods supplied by it correspond in all points to the statutory requirements (e.g. under the provisions concerning the marketing of machines pursuant to the Federal Act on the Safety of Technical Equipment and Devices [STEG], or under the provisions of the EU-regulation REACH for the safe production and use of chemical substances). It undertakes to issue the relevant declarations of conformity (e.g. pursuant to Art. 7 of the Regulation on the Safety of Technical Equipment and Devices [STEV]). In cases of violations Holcim expressly reserves the right to sue for compensation.

III Special Provisions for the Procurement of Services

16. Execution

The service provider undertakes to perform the contract professionally and carefully. The aforesaid shall be specified in greater detail in a duties record book. Amendments or additions to the contract shall only be valid if they have been agreed in writing in advance. Additional work shall only be recognised and remunerated as such if it has been announced in a written communication by the service provider prior to the execution thereof and the probable additional costs have been stated therein. The service provider shall inform Holcim regularly about the progress of the work and shall announce without delay any circumstances which could endanger or interfere with the due contractual performance. Holcim shall have a comprehensive right of control and information concerning all parts of this contract. The service provider shall, in principle, perform the contract personally. It shall only employ carefully selected and well-trained employees. The service provider shall be entirely responsible for the conduct of its employees or subcontractors. Without prior written consent, the service provider shall not be authorised to represent Holcim vis-à-vis third parties.

17. Intellectual Property Rights

All intellectual property rights resulting from the performance of the contract shall belong to Holcim.

18. Delay

The service provider shall automatically be in default if it fails to meet the delivery deadlines stipulated as giving rise to a default situation; in other cases, it shall be in default following a reminder which grants a reasonable additional period for performance. The service provider shall be liable for damage arising from its failure to meet deadlines. The consequences of delay set out in section 11 shall apply mutatis mutandis.

19. Warranty

The service provider in its capacity as a specialist shall be liable for a faithful and careful performance and guarantees that its services correspond to the contractual provisions and specifications and the latest state-of-the-art scientific and technical knowledge. It shall be liable to the fullest extent for performance in accordance with the contract.

Valid from January 2020.

Holcim (Switzerland) AG and its subsidiaries