

# General Terms and Conditions of Purchase - Holcim (Süddeutschland) GmbH

- 1. Scope**
  - 1.1. These GTCP regulate the conclusion, content and execution of contracts for the procurement of goods and use of services by Holcim (Süddeutschland) GmbH or one of its subsidiaries (hereinafter referred to as 'Holcim'). The GTCP applies to all of Holcim's procurements of goods as well as service orders unless otherwise agreed explicitly in writing and irrespective of whether the Service Provider manufactures the goods itself or purchases them from suppliers sections 433, 651 German Civil Code).
  - 1.2. These GTCP apply exclusively. Any conflicting Service Providers' general terms and conditions of purchase are hereby invalidated. The Service Provider's GTCP shall only be considered valid if they are explicitly acknowledged in writing by Holcim. Silence on the part of Holcim may not be construed as consent or agreement. The same applies to tacit acceptance of goods or services. Acceptance of an order by the Service Provider constitutes acceptance of these GTCP. Changes and additions are only valid if confirmed in writing by Holcim.
  - 1.3. Legally relevant declarations and notifications that the Service Provider is obliged to provide to us after conclusion of the contract (e.g. deadlines, payment reminders, declaration of withdrawal) must be provided in writing to be effective.
  - 1.4. Any references to terms from the INCOTERMS in our orders or offers refer to the INCOTERMS of the International Chamber of Commerce (ICC) in the version applicable at the time the declaration is made.
- 2. Quality management and health and safety regulations**
  - 2.1. The Service Provider is obliged to implement and maintain effective quality assurance measures and to provide evidence thereof on demand. On our request, the Service Provider is obliged to use a quality management system in accordance with ISO 9000 ff. or equivalent. We are entitled to verify this quality assurance system ourselves or to designate a third party to do so.
  - 2.2. Health and safety are a fundamental component of our business philosophy. Where the Service Provider's services are to be provided on our company premises, in part or in full, the Service Provider undertakes to observe all applicable 'General Health and Safety Regulations for External Companies' in the version applicable at the time the service is provided; the current version can be accessed online at [www.holcim.de/sicherheitsbestimmungen](http://www.holcim.de/sicherheitsbestimmungen) and shall be verified in writing by Holcim upon placement of the order. Furthermore, the Service Provider is obliged to comply with any applicable site and safety regulations at Holcim (see [www.holcim.de/sicherheitsbestimmungen](http://www.holcim.de/sicherheitsbestimmungen)) and to familiarise itself with these regulations before providing the contracted service. Should these regulations change in the course of an ongoing contract with a Service Provider, we will inform the Service Provider of the current version in writing.
  - 2.3. The Service Provider and the persons delegated to provide the service must complete work safety training before setting foot on our company premises. If we have provided a computer with training/safety software at the locations, online training may be completed there before commencement of the task, and a certificate will be provided after successful completion of the training. We also offer other options for completing the training. The time required to complete the training does not count as working hours and we will not provide remuneration for it. The training does not release the Service Provider from its own contractual or statutory responsibilities, including, in particular, proper instruction of persons in their employ. The Service Provider shall ensure that any persons it deploys to provide services carry proof of the completed training at all times.
- 2.4. The Service Provider guarantees compliance with the regulations outlined in para. 1–3. If the Service Provider violates any of these regulations, we are entitled – independent of other claims – to terminate the contractual relationship without notice.
- 3. Quotation**
  - 3.1. The Service Provider shall provide a quotation tailored specifically to the request for quotation. All costs associated with the quotation (such as expenses for documents, travel, demonstrations) shall be borne by the Service Provider, even if Holcim rejects the quotation.
  - 3.2. The quotation shall be prepared with fixed prices or on a time and materials basis, with an upper limit for remuneration (price ceiling), for a time and materials quotation. All types of costs and rates must be clearly outlined in the quotation. The price shall cover all services necessary for the fulfilment of the associated contract. In particular, the price shall include packaging, transport, and insurance costs and all incidental costs such as expenses, employee benefits and other indemnities for illness, disability or death as well as all public taxes and fees, excluding VAT. If the Service Provider does not state a limit in its quotation, the quotation shall be binding for 60 days following receipt.
  - 3.3. If we provide written specifications, the Service Provider must use this document when providing the quotation. Changes to the text of the specifications are not permitted. The Service Provider shall clearly indicate any alternative recommendations that differ from our request or points in need of clarification in the quotation.
- 4. Finalisation of the contract**

Holcim issues orders in writing. Written orders are transmitted electronically, in particular via fax, email or EDI. Holcim is entitled to withdraw an order if the Service Provider does not confirm or decline the order in writing within a week of receipt. The contract shall be considered concluded upon Holcim's receipt of the letter of confirmation, signed without reservation. If the purchase order is for a sum of less than EUR 10,000.00, the contract will be considered finalised even without a letter of confirmation if the order is not declined within a reasonable deadline.
- 5. Maintaining confidentiality**

The parties to the contract shall maintain confidentiality over all information that is neither public knowledge nor generally accessible. Confidentiality shall be maintained even prior to the conclusion of the contract and after the contractual relationship has ended. If the Service Provider wishes to use this contractual relationship in its advertising or publicity, it must first obtain explicit written consent from Holcim. Documents, drawings and other papers that Holcim entrusts to the Service Provider for the purpose of drawing up a quotation or manufacturing a delivery item may not be used for any other purpose, copied, or made accessible to third parties. If the contract is not concluded, the Service Provider shall immediately return these documents without further request.
- 6. Assignment and pledging**

The claims to which the Service Provider are entitled from the order may not be assigned or pledged without prior written consent from Holcim.
- 7. Safety precautions**

The Service Provider undertakes to observe the applicable safety regulations, especially when conducting work on site. The Service Provider is responsible for ensuring that all its employees and/or subcontractors that it deploys wear the necessary personal protective equipment and follow all applicable safety regulations.
- 8. Hierarchy**

The specific contract applies first and foremost, then these GTCP and, secondarily, the provisions of German civil law. Where the Service Providers' GTCP have been accepted in writing, these GTCP take precedence in the event of contradiction in every case.
- 9. Remuneration/payment terms**
  - 9.1. The price shall include all shipping costs. It shall include all services necessary to the fulfilment of the contract. The agreed price shall, in particular, include packaging, transport and insurance costs, expenses, licence fees, and all public taxes and fees, excluding VAT. For foreign Service Providers, the price shall include all delivery obligations in accordance with INCOTERMS 2020, 'delivered duty paid'. Should the Service Provider reduce their list prices before delivery, the reduced prices shall also apply to the pending order. The agreed price shall then also be reduced accordingly. The arranged remuneration shall not be adjusted for inflation unless explicitly agreed otherwise in writing. Unless otherwise agreed, Holcim only remits payment within 60 days net after receipt of a proper, auditable invoice. Payment and discount periods shall start as of the date of invoice receipt, but not before receipt of the goods or, in the case of services, their acceptance. Payments for partial delivery shall only be made if previously agreed in writing. Advance payments of a maximum of 30% of the total may be agreed in writing as long as the Service Provider furnishes security (bank guarantee) in full. The Service Provider must provide a separate invoice for each partial payment, and advance payments must be declared as such.
  - 9.2. Each invoice must include the order number from the relevant order. Delays due to non-compliance with these obligations are the responsibility of the Service Provider. In cases of defective goods or services, Holcim reserves the right to withhold payment proportionally until the work has been properly completed. We use a digital accounting system. This serves the dual purpose of reducing your administrative load and of conserving natural resources. You may send us your invoices/credits in PDF format via email or EDI. (This document is available at [www.holcim-sued.de](http://www.holcim-sued.de) – search term: Lieferantenbuchhaltung).
- 10. Place of fulfilment and transfer of risk**
  - 10.1. The place of fulfilment is the destination indicated by Holcim in the order. Benefit and risk shall transfer to Holcim at the place of fulfilment.
  - 10.2. If an acceptance procedure has been agreed, this shall be authoritative for the transfer of risk. For acceptance, laws applicable to works and services contracts shall also apply accordingly. Handover or acceptance applies equivalently if we are in default of acceptance.
- 11. Delivery deadlines, delays**
  - 11.1. The Service Provider assumes the procurement risk for their services unless otherwise arranged in individual cases.
  - 11.2. Delivery dates and deadlines set forth in the order are binding. The decisive criterion for compliance with the delivery date is Holcim's receipt of the goods.
  - 11.3. We only accept partial deliveries with prior explicit agreement. In cases of agreed partial delivery, the remaining undelivered goods/services must be listed on the bill of delivery. Further legal claims shall remain unaffected.
  - 11.4. The delivery shall include a bill of delivery including the date (issue and dispatch), contents of the delivery (article number and quantity) and our order identifier (date and order number). If the bill of delivery is missing or incomplete, we bear no responsibility for any delays to processing and payment that may result.
  - 11.5. The statutory provisions apply in case of our default of acceptance. The Service Provider must offer us performance explicitly even if we have arranged a certain date or time for an action or cooperation. In the event that we are in default of acceptance, the Service Provider may demand compensation for their additional expenses in accordance with statutory provisions. If the contract relates to an item to be manufactured by the Service Provider (one-off production) that is later determined to be unreasonable, the Service Provider is only entitled to further rights if we have committed to participation and are responsible for the failure to participate.
  - 11.6. The Service Provider is automatically in default if it fails to meet the delivery dates stipulated. If the Service Provider becomes aware that the

- arranged dates cannot be kept, it shall immediately inform Holcim of this in writing, including an explanation of the reasons and length of the delay, and take all necessary countermeasures at its own expense to prevent a delay or potential delay damages. Should the Service Provider be in default, Holcim may continue to demand fulfilment of contractual obligations in addition to contractual penalties and compensation for damages, but may also forgo subsequent provision and either demand compensation for losses due to the non-performance or terminate the contract.
- 11.7. 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 total remuneration. Payment of the contractual penalty does not release the Service Provider from its contractual obligations, but it will be deducted from damages owing.
- 12. Acceptance of services**
- 12.1. If acceptance of a service is required, this may only occur explicitly, and by no means tacitly. The acceptance of a service shall occur after complete and proper fulfilment of all contractual services (final acceptance) by means of an acceptance protocol to be provided by us. Commissioning without final acceptance does not constitute definitive acceptance. The Service Provider shall request the final acceptance in writing. The Service Provider shall send an authorised representative for the acceptance.
- 12.2. We have the right to refuse final acceptance if significant defects that affect the function of the delivered item(s) become evident in this process. If such defects are present, a new final acceptance shall be arranged after the defects have been eliminated.
- 12.3. If defects are discovered during a subsequent acceptance by an official body for whose absence the Service Provider is responsible, the Service Provider shall undertake to remedy the defects at its own expense immediately, but at the latest by the deadline set by the relevant official body.
- 13. Defective delivery/service and damages**
- 13.1. All deliveries/services shall be provided to us free of defects of goods or title. They must be in keeping with the agreed quality and comply with the latest state of the art, the relevant European and German legal provisions and the regulations and guidelines of official bodies, professional associations and trade associations. The deliveries/services must also be suitable for the use outlined in the contract, or, if no such use is stated, for ordinary application.
- 13.2. With regard to our rights in connection with defects of goods or title (including improper or partial delivery and improper assembly or defective instructions for assembly, operation or use) or the provided services and with regard to other obligations of the Service Provider, the statutory rights shall apply unless otherwise stipulated below.
- 13.3. The commercial duty to examine and to notify of defects shall be governed by the statutory provisions (sections 377 and 381 of the German Commercial Code), with the following stipulation:
- 13.3.1. Our duty to examine is limited to defects that come to light in the course of our incoming goods inspection via external assessment, including the delivery papers, and in the course of quality control via random sampling (e.g. transport damage, improper and partial deliveries). If acceptance has been agreed, there is no duty to examine. Otherwise, it depends on the extent to which an investigation is feasible in the typical course of business, taking individual circumstances into account.
- 13.3.2. Our obligation to give notice of defects discovered at a later time remains unaffected.
- 13.3.3. In all instances, our complaint (notice of defect) shall be considered prompt and timely if we notify the seller of it within a period of eight working days (Monday–Friday). Notification via fax or email suffices for this purpose. Compliance with this deadline shall be determined by the issue of the notification to the Service Provider. In such instances, the supplier foregoes objection to delayed complaints.
- 13.4. We are also entitled to unrestricted claims for defects if we were unaware of the defect at the time the contract was concluded as a result of gross negligence.
- 13.5. If there is a defect for which the Service Provider is responsible, we may, at our discretion, demand repair or replacement within a period to be set by us.
- 13.6. If the Service Provider fails or refuses to replace the defective goods or services without legitimate justification or fails to meet a reasonable deadline for repair or replacement set by us, we have the right to resolve the issue ourselves or have it resolved by a contracted third party without further notification. All costs incurred in this process shall be borne by the Service Provider. The right to withdraw from the contract, an appropriate reduction in the remuneration to be paid by us and compensation for further damages remain unaffected. If the Service Provider is legally entitled to refuse replacement, we do not have the right to address the defect ourselves.
- 13.7. If immediate repair is not possible due to our company operations, the Service Provider is obliged to provide a temporary solution without delay so long as the effort and/or expense involved in such a solution are not grossly disproportionate to our interest in a provisional improvement. The permanent repair shall be undertaken as soon as company operations permit.
- 13.8. Should similar defects arise in more than 5% of the delivered parts (serial defects), we have the right to return the entire delivery quantity as defective and to assert contractually agreed claims for defects for them.
- 13.9. Any removal and installation costs incurred in the repair/replacement process shall be borne by the Service Provider, regardless of whether it is responsible for the underlying defect.
- 13.10. The Service Provider shall also bear any costs incurred for the purpose of testing and repair/replacement (including any removal or installation costs), even if it is determined that there was no actual defect. Our liability for damages in the case of unjustified demands concerning notices of defects shall remain unaffected; however, we are only liable if we recognise, or fail to recognise due to gross negligence, that there was no defect.
- 13.11. Should the Service Provider not fulfil its duty to repair within a reasonable time period set by us, we may repair the defect ourselves and demand compensation from the Service Provider for the necessary measures, or a commensurate advance payment. Should the Service Provider's repair/replacement fail or be unacceptable to us (e.g. due to particular urgency, risk to operational safety, or impending occurrence of disproportionate damage), no deadline need be set; we will inform the Service Provider of such circumstances immediately, and if possible, in advance.
- 13.12. Otherwise, in the event of a defect of goods or title, we are entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. Moreover, we have the right to claim compensation for damages and reimbursement of expenses according to the statutory provisions.
- 13.13. The Service Provider's receipt of our written defect notice stays the period of limitation until the Service Provider rejects our claims or declares the defect remediated or otherwise declines to continue negotiation of our claims. In cases of replacement and repair of defects for replaced or repaired parts, the warranty period shall begin anew. The above shall not apply only if we conclude from the behaviour of the Service Provider that it did not believe itself obliged to remediate the defect, but only carried out the replacement or repair as a gesture of goodwill or for similar reasons.
- 13.14. Claims arising from liability for defects do not apply if the defect is due to the grossly negligent violation of operating, maintenance or installation instructions, unsuitable or improper use, faulty or grossly negligent handling, or natural wear and tear, or improper interference with the delivered goods by us or third parties.
- 14. Liability/insurance coverage**
- 14.1. Where the Service Provider is responsible for a product defect, it is obliged to indemnify us from third-party claims for damages upon first request if the cause lies within its sphere of control and influence and it is externally liable.
- 14.2. In the event of a culpable breach of duty that goes beyond the delivery of defective goods, e.g. in the case of a duty to provide information, advice, inspection or other protection, we may also demand compensation for any resulting consequential damages. Consequential damages are damages that we or others suffer to other property or to the goods themselves due to the delivery of defective goods.
- 14.3. The Service Provider shall maintain adequate liability insurance, at its own expense, to cover damages for which it or its vicarious agents are responsible. Proof of the extent of coverage per damaging event must be provided to us on demand.
- 14.4. The contractual and statutory liability of the Service Provider shall remain unaffected by the scope and amount of its insurance coverage.
- 14.5. Claims for damages by the Service Provider against us for slight negligence are excluded, irrespective of legal grounds. This liability exclusion does not apply to claims for damages based on a breach of significant contractual obligations by us. It also does not apply to cases of loss of life, bodily injury or damage to health. In cases of slight negligence regarding significant contractual obligations and gross negligence of ordinary vicarious agents, compensation for damages is limited to the replacement of typical damage foreseeable at the time of conclusion of the contract. Where our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.
- 15. No personnel leasing**
- 15.1. We are not entitled to instruct employees of the Service Provider. This does not apply only if we have an express contractual agreement with the Service Provider. The Service Provider undertakes to ensure that, in the course of its provision of service to us, none of its employees are engaged by our company.
- 15.2. As soon as the Service Provider becomes aware of any indications that could be construed as pseudo-self-employment or temporary employee status of its employee with the purchaser, it must inform us immediately.
- 16. Declaration of compliance**
- The Service Provider confirms that all the goods it provides comply in all regards with 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 REACH regulations on the safe manufacture and use of chemical substances). It undertakes to submit the relevant declarations of conformity (e.g. according to Art. 7 of the Ordinance on the Safety of Technical Equipment and Devices [STEV]). Claims for damages are expressly reserved in the event of violations.
- 17. Execution**
- 17.1. The Service Provider undertakes to perform the contract competently and thoroughly. This shall be outlined in further detail in a specifications document. Changes or additions shall only be considered valid with prior written agreement. Additional work shall only be recognized and remunerated as such if they are declared as such in writing by the Service Provider, along with the presumed additional costs, prior to execution.
- 17.2. The Service Provider shall provide Holcim with regular updates on the progress of the work(s) and shall provide information about any circumstances which may jeopardise or impair fulfilment of the contract without delay. Holcim has a comprehensive right to control of and information about all parts of the contract. The Service Provider shall fulfil the contract personally. It shall only deploy carefully

- selected and well-trained employees.
- 17.3. The Service Provider is fully responsible for the behaviour of its employees and subcontractors. The Service Provider is not authorised to represent Holcim vis-à-vis third parties without prior written authorisation.
- 18. Property rights**
- 18.1. All property rights created in the process of fulfilling the contract belong to Holcim.
- 19. Statute of limitation**
- 19.1. The reciprocal claims of the parties to the contract shall become statute-barred according to the statutory provisions, unless subsequently determined otherwise.
- 19.2. Claims for defects shall lapse after a period of 36 months, unless the law allows for longer claim periods. This period begins with the transfer of the goods to us or to a third party designated by us at the delivery or application site designated by us. In the case of devices, machines, systems and services, the warranty period begins with the acceptance date stated in our acceptance declaration.
- 20. Offsetting and retention rights**
- 20.1. We are entitled to offsetting and retention rights as well as the right to object to non-fulfilment of the contract to the extent permitted by law. In particular, we are entitled to withhold payments due as long as we remain entitled to claims from incomplete or defective services against the Service Provider.
- 20.2. The Service Provider only has offsetting or retention rights on the basis of legally established or undisputed counter-claims.
- 21. Penalty clause**
- 21.1. The Service Provider warrants that, at the time of conclusion of this contract, it is not subject to any economic, trade, or financial sanctions or embargoes and that it is not on a list of individuals with whom business deals are restricted or prohibited, nor are they controlled by such a person, nor is any part of their business held by such a person. This especially applies to measures and lists published by the United Nations Security Council, the US Government, the European Union or one or more of its members states, or other relevant governmental authorities (hereafter collectively 'Regulation').
- 21.2. The Service Provider is obliged to provide us with all information necessary that will allow us to determine whether a Regulation applies to the service or delivery to be provided by it and to ensure that we can comply with any requirements resulting from such a Regulation. Delays resulting from the requirement to determine whether the contents of a Regulation are relevant to a service to be provided by us shall override agreed delivery dates and deadlines.
- 21.3. The Service Provider guarantees that the products or services provided to us under this contract do not come from countries nor have been obtained from persons/companies that are affected by a Regulation. Should a Regulation be brought against the Service Provider or the products or services covered by this contract after conclusion of the contract, we reserve the right to withdraw from this contract or – if deliveries have already taken place – to terminate the contract without notice.
- 21.4. By delivering its products/providing its services, the Service Provider declares that it is in compliance with all relevant Regulations. If any goods or services are obtained from others or imported from other countries, the Service Provider shall be responsible for ensuring that this does not violate any Regulation.
- 22. Social responsibility; code of conduct for service providers**
- 22.1. The Service Provider is obliged to observe the international social standard SA 8000 and environmental management standard ISO 14001 and the principles of the International Labour Organization (ILO) at all times in its business dealings with us.
- 22.2. The Service Provider shall also familiarise itself with the regulations of the law regarding corporate due diligence for the prevention of human rights abuses in supply chains (German Supply Chain Compliance Act), which went into effect on 01/01/2023, and warrants its compliance with said law no later than the point at which it goes into effect.
- 22.3. The Service Provider shall provide copies of the regulations listed in para. 1–2 to its suppliers and subcontractors and endeavour to ensure and verify their compliance with them to the best of its best ability.
- 22.4. Holcim expects the Service Provider to uphold the Code of Conduct. This Code defines the kind of conduct Holcim demands of its service providers in connection with issues of sustainable development, working conditions, and the environment. (The document is available at [www.holcim-sued.de](http://www.holcim-sued.de) - search term: Verhaltenskodex).
- 23. Applicable law/jurisdiction**
- 23.1. The law of the Federal Republic of Germany applies to these GTCP and to all legal relationships between us and the Service Provider, with the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods of 11/04/1980 (UN Sale Law) and German conflict-of-law rules.
- 23.2. If the Service Provider is a merchant as defined by the German Commercial Code, a legal entity or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our place of business in Hechingen. However, we are also entitled to bring action at the place of the delivery obligation.