



General Purchase Conditions

1. General Principles and Order Confirmation

The contractual relationship established between Holcim Italy or any other Holcim group company in Italy (the "Buyer") and the entity supplying goods or services (the "Supplier") following the finalization of the order or the signing of the contract is solely governed by these General Purchase Conditions, or by any deviations specifically agreed upon in writing in the order and/or otherwise agreed upon in writing between the parties.

An order or contract is deemed accepted at the moment the Buyer receives the order confirmation duly signed by the Supplier. The Supplier must send this confirmation within 10 days from the date of order receipt. If the Supplier begins the execution of the supply, the order is considered tacitly accepted. Any changes must be agreed within 5 days from receipt.

Any variation during execution will be valid and binding between the parties only if previously agreed upon in writing by the parties themselves.

2. Prices

The prices stated in the order are fixed and not subject to any revision, except by different written agreements between the parties. Any additional costs (e.g., packaging, handling charges) not explicitly stated in the order are deemed included in the indicated price.

3. Transport

Transport conditions shall be governed according to the current INCOTERMS specified in the order. The accuracy and adequacy of the packaging, if provided, are the responsibility of the Supplier.

4. Delivery: Terms and Quantities

The Supplier must adhere to the **delivery terms** indicated in the order, for which neither delays nor advanced deliveries are permitted.

If the execution of the order is prevented by proven circumstances of force majeure, the delivery terms shall be extended, and the new term shall be established by mutual agreement between the parties in relation to the impediment; this occurs provided that the Supplier has timely informed the Buyer. If the force majeure circumstance causes a substantial delay in delivery - according to the evaluation and interest of the Buyer - the latter has the right to withdraw from the contract at any time, through written notice to the Supplier.

The Supplier guarantees that the **quantity of goods** delivered matches the quantity indicated in the order. The quantities verified by the Buyer upon arrival of the goods will be considered conclusive and definitive. If the quantities of goods delivered do not conform to the agreed ones, the Buyer may, at its option:

- a) accept the quantities actually delivered

- b) demand the Supplier to retrieve the excess products under penalty of non-recognition of payment for them
- c) obtain that the Supplier immediately sends the missing product quantities, with costs and expenses for incorrect performance charged to the Supplier itself.

5. Warranty, Declaration of Conformity, and Liability

The Supplier guarantees that the supplied products are free from defects (including hidden defects), quality defects, and are in compliance with the agreed characteristics.

The Supplier declares that the goods or services subject to supply comply with all the requirements set by law and by the applicable technical regulations, and undertakes to provide both the declarations of conformity and the safety data sheets, where provided.

Where applicable, the Supplier declares, under its own responsibility, to be duly registered with the Chamber of Commerce and to be technically and professionally suitable, in relation to the size of its company, the machinery used, and its expertise, to perform the commissioned work.

Delivery and any payment of the goods are not considered as acceptance of the goods and do not exempt or diminish the Supplier's responsibility and warranty.

Except as expressly provided in orders/contracts, the warranty period for defects (including hidden defects), design defects, manufacturing, material quality defects, or unsuitability for use is 24 months from the delivery date or, in the case of goods subject to inspection, from the inspection date.

The Buyer must report to the Supplier any defect, defect, or non-conformity through a registered letter with acknowledgment of receipt or via Certified Email within 10 working days from detection. Defect or non-conformity complaints shall be deemed accepted by the Supplier if not contested within 5 days following receipt.

Without prejudice to any other right provided by law or contract to the Buyer, the Supplier must provide, within a reasonable term requested by the Buyer, to repair and/or replace, at its own expense and burden, the defective good. The warranty includes the cost of labor, transport, and packaging.

In the absence of such conditions, the Buyer has the discretion to:

- Accept the supply with the Supplier's commitment to recognize an appropriate price reduction proportional to the severity of the defects;
- Carry out the repair directly or through third parties with charging of the related expenses, costs, charges to the Supplier;
- Terminate the contract under the terms and for the effects of art. 1456 of the Italian Civil Code (c.c.) through written communication sent to the Supplier, notwithstanding the compensation for damages suffered.

The Supplier will be liable for any direct or indirect damage, loss, or expense suffered by Holcim or its

customers or third parties, resulting from its failure to comply with these General Purchase Conditions or due to defects or unreliability of the goods or service subject to supply, even in case of negligence.

6. Testing and Assemblies

Tests and assemblies must be carried out by the Supplier, at its own expense, in accordance with the order/contract and legal prescriptions (for example, regarding health and safety, environment...). In case of joint testing, the schedule must be sent with a minimum notice of 7 days.

All approval practices/tests or authorizations required by law are at the expense and charge of the Supplier. The original and complete test certifications must be issued to the Buyer.

7. Invoices and Payments

Payments will follow what is indicated in the order/contract and will be made, unless expressly waived, by bank transfer. The invoice must indicate the order number.

8. Subcontracting

In the event of manpower services to be performed at the Buyer's premises, the Supplier undertakes to execute the entire Contract directly, by means of its own organization, equipment, and employees. It is strictly forbidden to assign or subcontract, in whole or in part, any works, services, or manpower activities under the Contract.

By way of exception, the Buyer may authorize the subcontracting of strictly indispensable activities ("necessary subcontracting"), meaning those activities for which the Supplier does not possess the required technical or professional qualifications within its own organization.

The Buyer's authorization shall be mandatory, written, and granted in advance, and shall only be issued after successful completion of the following steps:

- Written Request: The Supplier shall submit a written request specifying the nature of the activities and identifying the proposed Subcontractor.
- Document Upload via the "Savanna" Portal: The Supplier shall ensure the technical and professional suitability of the Subcontractor by uploading all required documentation (including Safety documentation) to the Buyer's dedicated "Savanna" platform for safety document collection.

The Supplier shall remain the sole and exclusive party liable towards the Buyer for the full and proper execution of all subcontracted works, as well as for compliance with all applicable laws and regulations. Second-tier subcontracting is expressly prohibited.

In case of any default by the Subcontractor (including but not limited to breaches of safety obligations), the Supplier shall promptly take the necessary corrective actions. In severe cases, the Supplier shall, upon the Buyer's request, proceed with the immediate termination of the relevant subcontract.

9. Prohibition of Contract and Credit Assignment

It is expressly forbidden for the Supplier to transfer or assign to third parties, in whole or in part, the orders/contracts or the related rights/obligations, without prior express written authorization from the Buyer. It is expressly forbidden to assign the credit, in any form.

10. Express Termination Clause

In case of non-payment within the terms established by the contract, or in the presence of circumstances showing the Supplier's difficulty in regularly fulfilling its obligations or in case of recourse to business crisis composition procedures or business restructuring, the Supplier may declare the contract terminated, under the terms of art. 1456 c.c., through written communication, notwithstanding in any case the right to compensation for damage.

11. Industrial Property

Drawings, specifications, standards, and any other document or technical information provided to the Supplier for the execution of the supply remain the exclusive property of the Buyer and may be used by the Supplier only for the execution of the order.

The Supplier undertakes to indemnify the Buyer from any liability or action of third parties related to the infringement of any third-party industrial property rights concerning the product or service provided.

If requested by the Buyer, the Supplier must apply the Buyer's brand or other distinctive signs belonging to the latter on the products subject to supply. The application of the brand must be carried out according to the instructions provided by the Buyer. Such application must not be interpreted as granting any right on the applied brand.

12. Workplace Safety

The parties agree that workplace safety is a priority, essential, and non-negotiable element. The Supplier declares to be fully aware of the regulations in force regarding health and safety in the workplace (for example, Legislative Decree 81/08 and subsequent amendments, Legislative Decree 624/96 and subsequent amendments) and to comply with every obligation imposed by them. In case the presence of the Supplier's personnel at the Buyer's production units is foreseen, the same must previously provide the Buyer with all the documentation on Workplace Safety required by the mandatory regulations and/or requested by the Buyer (documentation relating to the Company, workers, equipment, etc.) according to the methods indicated by the Buyer (for example, by uploading them directly to the Buyer's management software).

In case of non-compliance, the Buyer reserves the right to immediately suspend the works until the complete restoration of the conditions provided by the regulations. If this does not occur, the Buyer will have the right to terminate the contract under the terms of art. 1456 c.c. through written communication sent to the other party, notwithstanding the right to compensation for damage. Conversely, the Supplier will not have the right to indemnities or compensations of any kind for the termination of the contract.

13. Environmental Protection

The parties agree that environmental protection constitutes a priority, essential, and non-negotiable element. The Supplier, in order to fulfill the environmental obligations in the execution of the assigned service performances, undertakes to comply with the provisions of Legislative Decree 152/06 and subsequent amendments and the regulations applicable to the sector. Before the start of the works, the Supplier must review, approve, and sign the operative instructions and provisions that will be submitted by the Buyer, through the Environmental Management Managers.

In case of non-compliance, the Buyer reserves the right to immediately suspend the works until the complete restoration of the conditions provided by the regulations. If this does not occur, the Buyer will have the right to terminate the contract under the terms of art. 1456 c.c. through written communication sent to the other party, notwithstanding the right to compensation for damage. Conversely, the Supplier will not have the right to indemnities or compensations of any kind for the termination of the contract.

13.1 Waste Management from Supplier's Activities at Holcim Local Units

The management of waste generated by the Supplier's activity, as a producer according to legal definitions, must be previously and specifically agreed case by case with the Environmental Management Managers of the Holcim local units where such activities take place. In particular, the Supplier is required to communicate in advance to the Buyer the EER codes attributed and the parties involved (transporters, possible intermediaries, and recipients) for the management of the waste produced by its activities. The Supplier will also commit to submitting the waste transport documents to the Environmental Management Managers before their departure, providing then a copy signed for acceptance by the recipient within three months from the delivery to the destination.

14. Confidentiality Obligation

The Supplier is obliged to keep all sorts of documents, data, information (oral or written), of a technical or commercial nature provided by Holcim directly or indirectly for the performance or supply of the order/contract, under absolute confidentiality and secrecy. The Supplier is required not to disclose them to third parties nor to use the information for different purposes nor to copy or reproduce any documentation, except with explicit authorization from the Buyer and except in the following cases: a) the information is generally known to the public (provided that such information does not result from unauthorized disclosure to the public by the Supplier); (b) the disclosure of such information is required by applicable laws or by a competent authority. Such obligations will remain in force for a period of five (5) years after the termination or expiry of the contractual relationship.

15. Code of Conduct for Suppliers

Holcim, in conducting its business and in managing relations with its Suppliers, intends to apply what is established in the Code of Conduct for Suppliers (the Code of Conduct) of Holcim, downloadable and printable from the website <https://www.holcim.it/chi-siamo/corporate-governance> or by requesting it from the Company. The Supplier declares to have read and understood the Code and declares to conduct its own activity, as well as its corporate strategy, in conditions consistent with the principles established in the Code of Conduct.

To ensure that the Supplier respects these principles, the Supplier agrees to participate in an evaluation of its practices, if requested by Holcim. In case the evaluation does not reach the required level, the Supplier must implement a corrective action plan that will be evaluated. Holcim has the right to terminate the contract under the terms of art. 1456 c.c. by sending the other party a written communication declaring its intention to avail itself of this possibility, should the Supplier knowingly and repeatedly violate the Code of Conduct and/or refuse to implement improvement plans, notwithstanding the right to compensation for damage.

16. Legislative Decree 231/2001 – Organizational, Management, and Control Model

The Supplier declares to be aware of the current legislation on the administrative liability of entities and, in particular, of Legislative Decree 8 June 2001, no. 231 and to have taken note of the Organizational, Management, and Control Model adopted by the Buyer pursuant to Legislative Decree 231/01 and available on the website <https://www.holcim.it/modello-organizzativo>.



The Supplier, in the execution of the contractual relationship with the Buyer, will refrain from any behavior likely to constitute the hypotheses of crime indicated in Legislative Decree 231/01 and commits to maintain its actions in compliance with the fundamental principles of the Organizational, Management, and Control Model adopted by Holcim.

The commission of crimes provided by Legislative Decree 231/2001 and/or the violation of this clause will legitimize Holcim to terminate the contract with immediate effect, under the terms and for the effects of art. 1456 Cod. Civ., following written communication, notwithstanding the compensation for any damages suffered.

17. International Sanctions

The Supplier declares and guarantees that:

- neither the Supplier nor any of its subsidiaries, nor, to the Supplier's knowledge, any director, representative, or executive is currently subject or recipient of any U.S. sanctions enforced by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") or by the United States Department of State, by the United Nations Security Council, by the European Union, by Switzerland, or by other competent authorities in the field of sanctions (collectively, "Sanctions");
- the Supplier complies with all applicable laws on trade control, including the laws on export control and economic sanctions of the United States, the European Union, and/or other applicable jurisdictions;
- the Supplier has not procured or purchased the Products subject to this contract or parts thereof from a party subject to sanctions and has conducted all required checks and performed appropriate due diligence to determine that such party is not subject to Sanctions.

The Supplier confirms that as of the date of this agreement, it is not directly or indirectly owned 50% or more (individually or collectively) by one or more parties identified in a U.S. sanctions list managed by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC").

Without limiting any right of Holcim, if at any time the Supplier violates this clause, Holcim may

- (a) if applicable, suspend all payments to the Supplier until Holcim can legally resume payments,
- (b) terminate this contract at its sole discretion, under the terms of art. 1456 c.c. by sending the counterparty a written communication declaring its intention to avail itself of such faculty, without any notice and without the payment of any penalty,
- (c) claim compensation for damages resulting from the Supplier's violation of this agreement.

18. Personal Data Protection (GDPR 2016/679)

Personal data related to this contractual relationship will be processed for contractual purposes only and in accordance with the privacy notice available on the institutional website

<https://www.holcim.it/informativa-legale> or by requesting it from the Buyer by any means.



19. Applicable Law and Competent Court

For matters not expressly regulated by these General Conditions, Italian law applies. For any dispute, the Court of Milan will have exclusive jurisdiction, with the express exclusion of any other possible competing court or arbitration.

Place and date	Supplier's Stamp and Signature for acceptance
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Pursuant to and for the effects of articles 1341 and 1342 of the Italian Civil Code, it is declared to have read and to accept all the articles of the "General Purchase Conditions" and to have paid particular attention and to be aware, in particular, of the provisions contained:

- in art. 4 in the part that grants the Buyer the right of withdrawal;
- in art. 5 in the part that limits the Supplier's ability to raise exceptions and grants the Buyer the right to terminate the contract under art. 1456 c.c.;
- in art. 10 in the part that grants the Buyer the right to terminate the contract under art. 1456 c.c.;
- in art. 12 in the part that grants the ability to suspend the performance and to terminate the contract under art. 1456 c.c.;
- in art. 13 in the part that grants the ability to suspend the performance and to terminate the contract under art. 1456 c.c.;
- in art. 15 in the part that grants the Buyer the right to terminate the contract under art. 1456 c.c.;
- in art. 16 in the part that grants the Buyer the right to terminate the contract under art. 1456 c.c.;
- in art. 17 in the part that grants the ability to suspend the performance and to terminate the contract under art. 1456 c.c.;
- in art. 19 in the part that derogates from the jurisdiction of the Judicial Authority.

Place and date	Supplier's Stamp and Signature for acceptance
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