

General Terms of Purchase in Cemex Polska Sp. z o.o

General Terms of Purchase, hereinafter referred to as **GTP**, shall govern the rules for fulfilment of orders for goods and services in Cemex Polska Sp. z o.o., hereinafter referred to as the Purchaser or CEMEX.

GTP constitutes an integral part of orders and applies to both Parties – i.e. the Purchaser and the Supplier/Contractor.

Order fulfilment

1. The Parties are required to cooperate during order processing. The Purchaser shall provide the Supplier/Contractor with all the information necessary for the proper fulfilment of the order.
2. The Supplier/Contractor shall fulfil the order on a timely basis.
3. In cases of delays in fulfilment of the order, the Supplier/Contractor shall pay the following contractual penalty to the Purchaser:
 - a) for delays in fulfilment of a specific order for reasons attributable to the Supplier/Contractor, if no other arrangements were made, in the amount of 0,2% of net value of the order – for each day of delay in respect of the deadline specified in the order; but not more than 20% of net value of the order;
 - b) for delays in removal of defects occurring for reasons attributable to the Supplier/Contractor, which have been found upon receipt or within the warranty period, if no other arrangements were made, in the amount of 0,2% of net value of the order for each day of delay following the period set for the removal of the defects found;
 - c) If the Supplier/Contractor does not remove the defects within 14 days from the date of complaint or fails to deliver the order within 4 weeks from the deadline set in the order, the Purchaser shall have the right to remove the defects on his own, but at the expense of the Supplier/Contractor, or fulfil the order through another supplier, with any additional associated costs being charged to the Supplier/Contractor.
4. The Supplier/Contractor confirms that he will comply with the **"Occupational Health and Safety Requirements for Contractors of Cemex Polska"** applicable at the premises of CEMEX plants.
5. The Supplier/Contractor confirms that he will comply with the **"Requirements for Environmental Protection for Contractors and Third Parties Performing Work at the Premises of CEMEX Polska"** applicable at the premises of CEMEX plants.
6. The Supplier/Contractor confirms that he will comply with the **"Anti-Corruption Statement"** and undertakes to sign it.
7. Update of content of the Occupational Health and Safety Requirements and Environmental Protection shall each time be published at www.cemex.pl and the Seller shall comply with the version currently published on the website.
8. In the case of provision of services at the premises of Cemex Plants - indoors or in confined spaces such as: silos, raw material and cement mills, concrete mixer drums,

CEMEX Polska Sp. z o.o.

z siedzibą w Warszawie, adres: ul. Krakowiaków 46, 02-255 Warszawa, tel. +48 (22) 57 14 100, fax +48 (22) 571 41 01
Organ rejestrowy: Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy KRS, KRS 0000037375,
Regon 012192639, NIP 951-14-96-432, Kapitał zakładowy 314 268 600,00 zł



dispensing hoppers, deep trenches, etc.: The Supplier/Contractor confirms that he will comply with the applicable requirements contained in the following appendix: **"Access to Confined and Restricted Spaces"**.

9. In the case of provision of services at the premises of Cemex Plants designated as Mining Plants, the Supplier/Contractor confirms that he will comply with the applicable requirements contained in the appendix: **"Detailed Breakdown of Duties"**.
10. Unless the Parties agree otherwise or unless required by the relevant regulations, the Contractor shall provide at his own expense a Project/Site Manager, who will exercise continuous supervision over all the conducted works, compliance with occupational health and safety regulations and other internal procedures. The person should have appropriate professional skills supported by relevant experience and permissions according to the laws of the Republic of Poland. The person will work with an expert designated by the Purchaser for Cemex Polska Sp. z o.o.
11. Before the beginning of work, employees of the Contractor must undergo training in occupational health and safety (conducted by a representative of Cemex Polska Sp. z o.o.), where they will be asked to present the documents certifying their current permissions and medical examinations allowing them to perform the contracted work.
12. While performing delivery/work at the premises of Plants of Cemex Polska Sp. z o.o., employees of the Contractor, including drivers, must be equipped and should wear appropriate – clean, technically efficient and approved for use in accordance with the OHS requirements – personal protective equipment: reflective vests, helmets, goggles or safety glasses (depending on the type of work), hearing protection, etc.
13. All the tools used by employees of the Contractor while providing the services must have a CE declaration of conformity, as well as be effective and safe for use.
No later than the date of the service, the Contractor should make a list of tools and equipment, and hand it over to the security guard at the gate of the Cemex Plant before bringing these tools into the Plant premises.
14. The Contractor should ensure by himself a staff room, since Cemex Polska Sp. z o.o. does not provide such a room.
15. Cemex Polska Sp. z o.o. does not provide storage of parts, tools, equipment, etc., and if it is necessary to use equipment such as: cranes, excavators, forklifts, platforms, scaffoldings, etc., the Contractor must provide them by himself. The person supervising work on behalf of the Technical Team/Investment Team can provide addresses and contact numbers to service companies.
16. Fulfilment of order or its part is proven by a goods issue note (WZ), confirmed by the Purchaser, or – in the case of services – an acceptance report signed by persons authorised by the Purchaser. Work should be submitted to the Purchaser for acceptance at least 3 working days before the acceptance.
17. Complaints may be submitted within 14 days from the date of receipt of goods/services.
18. The Supplier/Contractor shall provide qualified staff and shall be responsible for their safety at the Plant premises so as to eliminate the danger zone for third parties.

CEMEX Polska Sp. z o.o.

z siedzibą w Warszawie, adres: ul. Krakowiaków 46, 02-255 Warszawa, tel. +48 (22) 57 14 100, fax +48 (22) 571 41 01
Organ rejestrowy: Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy KRS, KRS 0000037375,
Regon 012192639, NIP 951-14-96-432, Kapitał zakładowy 314 268 600,00 zł



19. While completing the work/services accepted for being performed at the Plant premises, the Supplier/Contractor shall provide management, oversight and supervision of traffic by qualified persons.
20. The Purchaser's warehouse operates from 8.00 a.m. to 11.00 a.m. and from 1.00 p.m. to 3.00 p.m., and any ordered goods can be received only during those hours. In the case of delivery during hours other than the above-mentioned, the Purchaser reserves the right not to receive the shipment without incurring any additional costs of redelivery.

Warranties and liability for defects

1. The Supplier/Contractor warrants that the goods/services provided under the order are in accordance with their specifications, documentation, technical drawings and any other requirements resulting from the order and other documents.
2. The Supplier/Contractor provides a warranty to the Purchaser for a period of one year, unless a different period is agreed between the Parties.
3. If any defects are found during the warranty or guarantee period, including failure to achieve the designed operating parameters, the Supplier / Contractor shall be liable for such defects.
4. If any defects that cannot be removed are found during acceptance of work provided for in the agreement – the Purchaser may withdraw from the agreement and refuse payment.
5. The Supplier's/Contractor's warranty for goods/services or their part that has been replaced shall be extended by a period agreed between the Parties.

Force Majeure

1. Force Majeure means an sudden and unpredictable event beyond the control of a Party, occurring after the conclusion of the agreement by both Parties and preventing the Party from fulfilling the obligations under the agreement, not including the Party's own fault or lack of due diligence. Such events may include, in particular: natural disasters, wars, revolutions, epidemics, announced general strikes in relevant industries, official decisions of government and public administration authorities.
2. The Parties shall not be liable for non-performance or improper performance of the agreement due to Force Majeure, provided that in the case of Force Majeure, the affected Party promptly notifies the other Party in writing of its occurrence, including an indication of reasons, and makes every effort to provide the other Party with documentation that explains the nature and reasons for the Force Majeure within 10 days from the date of notification, to the extent to which it is possible.

Information confidentiality

Any confidential information, i.e. technical, commercial, financial and cost-related information provided in connection with fulfilment of the order must not be provided to any third parties, unless requested by an authority entitled under the law.

Payment

1. Payment for fulfilment of the order shall be made according to a properly issued invoice on the first day of payment specified in Appendix titled *Payment Schedule*, following the expiry of the payment period established by the Parties, starting from the date of delivery of the invoice to Cemex.

CEMEX Polska Sp. z o.o.

z siedzibą w Warszawie, adres: ul. Krakowiaków 46, 02-255 Warszawa, tel. +48 (22) 57 14 100, fax +48 (22) 571 41 01
Organ rejestrowy: Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy KRS, KRS 0000037375,
Regon 012192639, NIP 951-14-96-432, Kapitał zakładowy 314 268 600,00 zł





No interest shall be charged for any delays in payment between the date of payment indicated on the invoice and the date specified in Appendix titled *Payment Schedule*.

Appendixes:

The following appendixes constitute integral parts of the GTP:

- a) Appendix 1 to the GTP – "Occupational Health and Safety Requirements for Contractors of Cemex Polska Sp. z o.o."
- b) Appendix 2 to the GTP – "Requirements for Environmental Protection for Contractors and Third Parties Performing Work at the Premises of CEMEX Polska Sp. z o.o."
- c) Appendix 3 to the GTP – "Access to Confined and Restricted Spaces"
- d) Appendix 4 to the GTP – "Breakdown of Duties"
- e) Appendix 5 – Payment Schedule of CEMEX Polska
- f) Appendix 6 - Anti-Corruption Statement

CEMEX Polska Sp. z o.o.

z siedzibą w Warszawie, adres: ul. Krakowiaków 46, 02-255 Warszawa, tel. +48 (22) 57 14 100, fax +48 (22) 571 41 01
Organ rejestrowy: Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy KRS, KRS 0000037375,
Regon 012192639, NIP 951-14-96-432, Kapitał zakładowy 314 268 600,00 zł

