

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 Ordering Party or CEMEX.

GTP constitute an integral part of an order and apply to both Parties – i.e. the Ordering Party and the Supplier/Contractor.

I. Order fulfilment

1. The Parties are required to collaborate during order fulfilment. The Ordering Party 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 Ordering Party on the Ordering Party's request.

a) for delays due to the fault of the Supplier/Contractor in fulfilment of a specific order, in the amount of 0.2% of net value of the order – for each day of delay vs. the deadline specified in the order; but not more than 20% of the net value of the order;

b) for delays due to the fault of the Supplier/Contractor in removal of defects, which have been found upon receipt or within the warranty period, in the amount of 0.2% of the net value of the order for each day of delay following the deadline 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 Ordering Party shall have the right, respectively, to remove the defects on their own, but at the expense of the Supplier/Contractor, or have the order fulfilled through another supplier, with any additional associated costs charged to the Supplier/Contractor.

4. Performing activities at the Ordering Party's plant, the Supplier/Contractor confirms that they will comply with the H&S regulations and rules applicable at CEMEX's plants and defined in Attachment no. 1 ***H&S Requirements towards the Contractors of CEMEX Polska Sp. z o.o.***

5. The Supplier/Contractor confirms that, when at the Ordering Party's plants, they will comply with the environmental regulations and rules defined in Attachment no. 2 ***Environmental Requirements for the Contractors and External Companies Working on Sites of CEMEX Polska Sp. z o.o.***

6. The Supplier/Contractor confirms that, in connection with order fulfilment, they acknowledge the provisions of ***Declaration of Conformity*** and undertake to sign it.

7. Every update of the Health and Safety and Environmental Requirements shall be published at www.cemex.pl and the Supplier/Contractor shall be bound by the version currently published on the website.

8. The Supplier/Contractor confirms that, when providing services at CEMEX's Plants in confined or enclosed spaces, such as silos, raw and cement mills, concrete mixer drums, hoppers, deep excavations, etc., they will comply with the applicable requirements contained in Attachment no. 3 ***Entry into confined and enclosed spaces.***

9. The Supplier/Contractor represent that, when providing services at CEMEX's Plants with the Mining Plant status, they will comply with the applicable requirements contained in Attachment no. 4 **Division of responsibilities at the Mining Plant**.

10. If the Parties did not agree otherwise or if it is 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 work to be carried out, compliance with the H&S regulations and other internal procedures. This should be a person with appropriate professional skills supported by relevant experience and licenses pursuant to the laws of the Republic of Poland. The person will collaborate with a CEMEX specialist designated by the Ordering Party.

11. Prior to commencing the work, the Contractor's employees will have to receive H&S training (provided by a representative of CEMEX), where they will be asked to present documents to confirm their valid licenses and examinations to allow them to do the contracted work.

12. While performing delivery/work at the plants of CEMEX, the Contractor's employees, including drivers, must be provided with and should wear appropriate personal protective equipment, which is clean, in working order and approved for use in accordance with the H&S requirements, such as reflective vests, helmets, goggles or safety glasses (depending on the type of work), hearing protection, etc.

13. All the tools that the Contractor's employees will use while performing their service have to have CE conformity declarations, be operational and safe for operators. No later than on the day service performance, the Contractor should make the list of the tools and equipment and hand it over to the security guard at the gate of CEMEX's plant before bringing these tools into the plant.

14. The Contractor should provide a welfare room for their employees on their own as CEMEX does not provide this room.

15. CEMEX does not provide storage of parts, tools, equipment, etc. If it is necessary to use equipment such as a crane, excavator, forklift, basket lift, scaffolding, etc. for contract performance, the Contractor must provide them by themselves. The personnel that supervise the work on behalf of the Production/Maintenance/Project teams may provide addresses and contact numbers of service companies.

16. The fulfilment of an order or its part is proven by a goods issue note (WZ), confirmed by the Ordering Party, or – for services – an acceptance report signed by persons authorized by the Ordering Party. The work should be submitted to the Ordering Party for acceptance 3 working days before the acceptance at the latest.

17. Complaints may be submitted within 14 days from the date of goods receipt/completion of service .

18. The Supplier/Contractor shall provide qualified personnel and shall be responsible for their safety at the CEMEX plant so as to eliminate the danger zone for third parties.

19. While performing work/services accepted for performance at the CEMEX plant, the Supplier/Contractor shall provide management, control and operation supervision by qualified persons.

20. The Ordering Party's warehouse works 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 during these times only. If goods are delivered during times other than those mentioned above, the Ordering Party reserves the right not to receive the shipment without incurring any additional costs of redelivery.

II. Guarantee of quality and liability for defects

1. The Supplier/Contractor warrants that the goods/services delivered 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 gives the Ordering Party a guarantee of quality for one year, unless a different period is agreed between the Parties.
3. If any defects are found during the warranty or guarantee of quality period, including failure to achieve the designed operating parameters, the Supplier/Contractor shall be held liable for these defects.
4. If any defects that cannot be removed are found during the acceptance of contracted work, the Ordering Party may withdraw from the contract and refuse to pay.

III. Force Majeure

1. Force majeure means a sudden and unpredictable event, being beyond a Party's control, that occurs after the Contract is concluded by both Parties and makes it impossible for the Party to perform its obligations under the Contract, excluding the Party's own fault of lack of due diligence. Such events may include in particular: natural disasters, wars, revolutions, epidemics, general strikes announced in relevant industries, official decisions of authorities and public administration bodies.
2. The Parties shall not be held liable for non-performance or inadequate performance of the contract provisions as a result of Force Majeure on the condition that, if a Force Majeure situation arises, the Party where these circumstances have occurred shall notify the other Party in writing immediately of its existence and causes as well as making every effort to submit documentation to the other Party within 10 days after the notification to explain the nature and causes of Force Majeure, to the extent that it is possibly obtainable.

IV. Information confidentiality

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

V. Payment

1. Payment for order fulfilment shall be made based on an invoice, properly issued and delivered to the Ordering Party, on the date agreed with CEMEX
The invoice must contain the order number or the name and surname of the person that coordinates the order for CEMEX.
If this information is missing in the invoice, the Supplier/Contractor is not entitled to any claims for delayed payment.
2. The Ordering Party declares that they are a large entrepreneur within the meaning of the act on counteracting excessive payment delays in commercial transactions.

VI. Copyright

1. The Supplier/Contractor's fee shall also cover the remuneration for the acquisition by the Ordering Party of the economic copyright to the design documentation if it is part of the subject-matter of the order (the Work, the Design Documentation) as well as the remuneration for the acquisition by the Ordering Party of the ownership of the copies on which the Work that these rights are acquired for was fixed and the right to permit the exercise of the derivative copyright to the Work. On the day on which the Ordering Party pays the fee due to the

Supplier/Contractor for a given Stage (phase of design work) or part thereof, the Supplier/Contractor shall transfer to the Ordering Party, without the need for making an additional declaration of will in this respect, the economic copyright to the Work (or the part to be taken over) in the fields of exploitation listed in point 2, along with the right to exercise the derivative copyright to the Work. Upon acquisition of the economic copyright, the Ordering party shall acquire the ownership of the copies on which the Work that these rights are acquired for was fixed and the right to permit the exercise of the derivative copyright to the Work.

2. The transfer of the copyright to the Design Documentation being part of the subject-matter of the order, along with the transfer of the derivative rights, covers the following fields of exploitation:

- a. use for any purposes of the Ordering Party related to the operation of the Ordering Party's plant or other object, in particular for the purposes of repair, renovation, reconstruction, construction, expansion, modification, sale;
- b. making derivative works, amendments, adaptations, modifications to the Work as well as using and managing the use of the Work so amended, subject to point c),
- c. using the Work or Works amended as per point b) above for expansion, modification, reconstruction, renovation,
- d. introducing to trade.

VII. Final provisions

1. The Supplier/Contractor acknowledges that CCTV systems operate at the Ordering Party's plants and other objects.

2. The rules of the processing of the personal data of the persons whose personal data were provided to the Ordering Party in connection with conclusion or performance of the contract are described in their Privacy Policy located at <https://www.cemex.pl/polityka-prywatnosci.aspx>. The Supplier/Contractor undertakes to inform all the persons whose personal data they provided to the Ordering Party.

3. The parties declare to resolve any disputes amicably, but, if this manner of resolving a dispute arisen proves impossible within 14 days after it is reported, the dispute shall be resolved by the common court of local jurisdiction for the Ordering Party.

4. For the other matters not included in these GTP, the respective regulations of the Polish law, including the provisions of the Civil Code, shall apply.

5. In the event of a contradiction between the content of GTP and the content of an order or a written agreement, the parties shall be bound by the content of the order or the written agreement.

Attachments forming an integral part of GTP:

- a) Attachment no. 1 to GTP - *H&S Requirements towards the Contractors of CEMEX Polska Sp. z o.o.*
- b) Attachment no. 2 to GTP - *Environmental Requirements for the Contractors and External Companies Working on Sites of CEMEX Polska Sp. z o.o.*
- c) Attachment no. 3 to GTP - *Entry into confined and enclosed spaces*
- d) Attachment no. 4 to GTP - *Division of responsibilities at the Mining Plant*
- e) Attachment no. 5 to GTP – *Declaration of Conformity – CEMEX's Contractors*