

## GENERAL SUPPLY TERMS & CONDITIONS

### TERMS & DEFINITIONS

- **Contract** – a sales contract, supply contract or any other contract concluded by the Ordering Party and the Supplier, as well as any annexes that form an integral part thereof, under which the Ordering Party acquires the ownership of or the right to use the Subject of Contract.
- **Subject of Contract** – a raw material, material or service that is being purchased under the Contract or Order.
- **Supplier** – any national or foreign entity or person selling the Subject of Contract on behalf of the Ordering Party.
- **Ordering Party** – all the Companies mentioned below from the Lafarge Group in Poland and Cementownia Kraków Nowa Huta Sp. z o.o.
- **Party** – the Ordering Party, the Supplier or both.
- **Order** – an order placed by the Ordering Party in writing, signed by the person authorised to represent the Ordering Party.

These GENERAL SUPPLY TERMS & CONDITIONS form an integral part of the order for the following Companies:

LAFARGE CEMENT S.A.

LAFARGE KRUSZYWA i BETON SP. Z O.O.

KOSD PRZEDSIĘBIORSTWO PRODUKCYJNE PP SP. Z O.O. SPÓŁKA  
KOMANDYTOWA PRZEDSIĘBIORSTWO PRODUKCYJNE PP SP. Z O.O.

CEMENTOWNIA KRAKÓW-NOWA HUTA SP. Z O.O.

GEOCYCLE POLSKA SP. Z O.O.

CONTRACTOR SP. Z O.O.

ZAKŁAD GOSPODARKI POPIOŁAMI SP. Z O.O.

YEOMAN POLAND SP. Z O.O.

ENERGA ORGANIZACJA ODZYSKU PRODUKTÓW I OPAKOWAŃ S.A.

LH ENGINEERING SP Z O.O.

### 1. ORDER ACCEPTANCE AND SHIPMENT

- 1.1. The Supplier shall confirm order acceptance as quickly as possible after receiving the order but not later than 5 calendar days following the day when the order was sent. If the shipment terms defined in the order require any correction, such correction must be accepted by the Ordering Party. If there are no comments to the order, the order shall be deemed accepted for processing without reservations.
- 1.2. The shipment of goods shall be notified not later than a day before the planned shipment date or goods release date.
- 1.3. Shipments that are not first notified may not be accepted and the Supplier shall be charged with any additional related costs and risks. This applies in particular to shipments taking

place outside the working hours specified in the order or if the receipt of the shipment requires special technical measures.

- 1.4. The INCOTERMS specified in the Order/Contract shall always refer to the currently binding version of INCOTERMS 2010.
- 1.5. If the Supplier is unable to perform, whether in whole or in part, the obligations under the Order/Contract, for instance is unable to perform them when due, the Supplier shall immediately inform the Ordering Party in writing, the notice to include the reason for the delay and the approximate time of its duration. Acceptance of late or partial shipment of the Product and/or provision of service shall not mean that the Ordering Party waives any rights (claims) related to late/partial shipment of the Product and/or provision of service.
- 1.6. The contractor shall obey the safety and environmental protection rules and regulations arising from the applicable laws and enforce the same for its subcontractors.

## **2. CONTRACTUAL PENALTIES**

- 2.1. The Ordering Party is entitled to charge contractual penalties for delays in Order processing in the amount of 0.5% of the net value of the shipments not delivered when due for every week of delay but not above 25% of the value of such shipments.
- 2.2. The Ordering Party is entitled to charge contractual penalties for delays in removing a defect reported under the guarantee based on Article 6, at 0.5% the net value of the advertised Products per each week of delay from scheduled periods, but not more than 25% of the value of the Products.
- 2.3. If the Supplier fails to comply with the terms of the Order/Contract, the Ordering Party has the right to rescind the Order/Contract in whole or in part without any further obligations or responsibilities and to recover all the money paid by the Ordering Party and any additional costs borne by the Ordering Party for the replacement of the Product, purchase of the Product from a different supplier or any losses and damage suffered due to such late performance of the Order/Contract. The Ordering Party may rescind the Order/Contract within the 12 months following the expiry of the statutory warranty for the Product.
- 2.4. If the contractual penalties do not cover the damage, the Ordering Party has the right to claim supplementary damages under the general provisions of the Civil Code.
- 2.5. The Supplier may not assign any of its rights hereunder to a third party without the prior consent of the Ordering Party, which shall be made in writing or otherwise remain null and void.
- 2.6. The Parties undertake to resolve amicably all disputes arising in connection with the performance hereof. Any the disputes that the Parties are unable to resolve amicably shall be submitted for resolution to the commercial court competent for the registered office of the Ordering Party.

### 3. INVOICING AND PAYMENT

- 3.1. The Ordering Party represents that it is a VAT-registered company and it authorises the Supplier of this Order to issue invoices without the signature of the accepting Party.
- 3.2. The standard payment deadline is at least 45 days after the delivery date and the receipt of the invoice by the Ordering Party.
- 3.3. The prices defined in the Order were set as a result of negotiations that included payment terms, and they also include statutory interest for the period from the 31<sup>st</sup> day after the acceptance of the shipment by the Ordering Party and the receipt of the invoice by the Ordering Party to the payment deadline as defined in clause 3.2.
- 3.4. The Supplier shall put the **SAP ORDER NUMBER** and **the first name and surname of the ORDERING PARTY** on the invoice to facilitate invoice processing.
- 3.5. If the requirements specified in clause 3.4 are not fulfilled, the Ordering Party shall have the right to withhold payment. The payment deadline arising from an invoice thus submitted by the SUPPLIER shall be counted from the date when the deficiencies are resolved by the Supplier. Such withheld payments shall not bear interest and shall not mature during the withholding period, and the Supplier waives the right to claim them, treating them as non-mature, until the expiry of the withholding period.
- 3.6. The Ordering Party agrees that the Supplier may send VAT invoices by electronic means to **faktury.zakupy@lafargeholcim.co**, provided that in doing so it complies with the applicable laws.

### 4. GOVERNING LAW

- 4.1. If the Parties – after an Order has been placed and accepted for processing – agreed in writing to other or additional Order processing terms, such terms shall prevail over those stated hereinabove.
- 4.2. The provisions of the Polish Civil Code shall apply to any other issues related to Order processing.
- 4.3. The Supplier of goods shall only supply legitimate goods with certificates of origin, certificates of quality, safety labels, and declarations of product conformity with the applicable standards and requirements of the applicable laws to the Ordering Party.
- 4.4. The Supplier shall assume liability for any claims, obligations, losses, damage, costs and related legal payments against Lafarge and its clients that may result from the Supplier's breach of or failure to perform the obligations arising from European Union Regulation No. 1907/2006 of 18/12/2006 on the Registration, Evaluation, and Authorization of Chemicals (REACH).
- 4.5. Any disputes which may arise in connection with Order processing and cannot be resolved amicably by the Parties shall be submitted for resolution to the court competent for the

registered office of the Ordering Party. This Contract shall be governed by and interpreted in accordance with the law of Poland.

- 4.6. All the companies listed in the General Supply Terms & Conditions require that the Suppliers support, adopt and apply the ten fundamental US Global Compact principles with respect to human rights, work standards, environmental protection and anti-corruption in all areas of business.

Website link ---> <http://ungc.org.pl/o-nas/obszary-dzialan/>

Website link ---> LafargeHolcim Supplier Code of Conduct

- 4.7. The contractor shall comply with the safety and environmental protection rules arising from the applicable laws and enforce the same from its subcontractors.

## **5. FORCE MAJEURE**

- 5.1. If a force majeure event arises, the Ordering Party has the right to the pre-agreed deadline for the Subject of the Contract.
- 5.2. Both the Ordering Party and the Supplier shall not bear the consequences of not fulfilling or partially fulfilling their obligations under the Subject of the Contract if this happens due to force majeure.
- 5.3. Force majeure shall mean any external circumstance or event which could not have been foreseen at the moment of Order placement / Contract conclusion, which cannot be prevented and which is beyond the control of either Party, and in particular: war, riots, floods, fire, earthquakes and other natural disasters, restrictions or government regulations or any other acts of state authorities and administration, general and industrial strikes officially recognised by Polish national trade unions.
- 5.4. If force majeure prevents the Ordering Party or the Supplier from fulfilling their obligations under the Contract, each Party affected by force majeure shall promptly notify the other Party about this, not later than 5 calendar days after the occurrence of the force majeure event. The same shall apply when the force majeure event ceases. If the above-mentioned circumstances last longer than one calendar month, the Parties shall decide whether the Order/Contract should continue.
- 5.5. The Ordering Party may amend any already confirmed Order terms (deadlines, amount) also for reasons other than force majeure, especially ones connected with logistics problems or resulting from limitation of production capacity.

## **6. COMPLAINTS**

- 6.1. The Ordering Party shall make a complaint directly to the Supplier by telephone and then shall confirm it by e-mail to the address specified in the Order.
- 6.2. The Supplier shall confirm the complaint by e-mail within two working days after the receipt thereof.

- 6.3. The Supplier shall inform the Ordering Party within 7 working days about receiving a complaint related to a defect of the Product and about the steps taken or to be taken to remove the defect and the time needed to remove it. The Parties shall agree on the time for defect removal under the Supplier's warranty obligations but it shall not be longer than 14 days after the complaint was made by the Ordering Party.
- 6.4. If the Supplier does not respond to the complaint of the Ordering Party within 7 days, the Supplier shall be deemed to have considered the complaint made by the Ordering Party justified.
- 6.5. The Supplier shall replace or repair a defective Product at its own expense, including the costs of disassembly and assembly, travel costs, accommodation of the Supplier's staff under the provisions specified in clause 6.6 below.
- 6.6. In accordance with the provisions of this article, the Supplier shall repair or replace, at its option, a defective Product in the time agreed between the Parties but not longer than 14 days after the complaint was made. Once the same defect is detected in the same Product, the Ordering Party may either demand repair or replacement of the Product or rescind the Order related to the defective Product.
- 6.7. If the Ordering Party rescinds the Order related to a defective Product, the Supplier is obliged to return the amount of money paid for the Product to the account of the Ordering Party within 30 days.
- 6.8. A Product subject to replacement by the Supplier under the warranty shall be made available to the Supplier according to the EXW "Ordering Party's warehouse" (INCOTERMS 2010) or elsewhere as designated by the Ordering Party. The new Product that is to replace the defective Product under the warranty shall be delivered according to DDP to the place designated by the Ordering Party (INCOTERMS 2010).
- 6.9. If the complaint is not reviewed positively by the Supplier, the Parties may have the Product tested by an independent accredited laboratory. The results provided by the independent laboratory shall be final and binding. The costs of the analysis shall be covered by the Party whose opinion is not confirmed by the results provided by the independent laboratory.
- 6.10. The Ordering Party may repair or replace the Product on its own at the expense of the Supplier in the following cases:
  - a. minor repairs and replacements;
  - b. in unexpected circumstances or to avoid further damage, also to avoid or minimise losses related to downtime, if the Supplier is unable to promptly repair or replace the Product as reasonably needed by the Ordering Party;
  - c. if the Supplier does not take any steps in the time specified in clauses 6.4 and 6.6 to review the complaint and repair or replace the Product.

- 6.11. The above warranty-related rules shall not exclude the application of Polish Civil Code provisions regarding the statutory warranty.
- 6.12. If the complaint procedure ends with the Parties reaching an agreement, it may not affect the evaluation of the Supplier. If no agreement is reached, the Supplier shall not be treated as a Certified Supplier.

## **7. CONFIDENTIALITY**

- 7.1. The Parties to the contract must not disclose to third parties any confidential information communicated to each other, whether in a verbal, written or physical form and whether recorded on any data storage devices, without the written consent of the other Party, unless this is required in connection with any pending judicial or administrative proceedings.
- 7.2. The confidentiality obligation applies to all information and documents gathered during the term of the Contract and thereafter.

## **8. PERSONAL DATA PROTECTION**

- 8.1. The Parties agree to disclose to each other certain Personal Data (where such data is received by the other Party: "Disclosed Data") based on Article 6(1)(b) of General Data Protection Regulation (GDPR) exclusively for the purpose of performing this Contract ("Legitimate Purpose"). No special categories of personal data (sensitive data) shall be disclosed or processed. The Party receiving the Disclosed Data shall be hereinafter referred to as the "Data Recipient" and the Party transferring the Disclosed Data to the Data Recipient shall be further referred to as the "Disclosing Party".

Information related to Disclosed Data:

- a. The categories of data subjects:
- Individuals engaged in Contract performance on the part of both Parties and third parties engaged in Contract performance;
- b. The categories of Disclosed Data
- Contact data such as first name and surname, job position, location, telephone number or data from other communication channels;
  - No special categories of personal data (sensitive data) shall be disclosed or processed.
- 8.2. The Data Recipient shall always process Disclosed Data in a professional manner, according to the law and this Contract, using appropriate skills, with diligence and care, and shall apply and use appropriate state-of-the-art technical and organisational data safety standards.
- 8.3. Any disclosure or transfer of Disclosed Data to third parties is permissible exclusively when it is required for the Legitimate Purpose and it must take place in accordance with the law, especially with GDPR Articles 25 and 26.

- 8.4. Wherever so required by the applicable laws, one of the Parties shall inform the concerned individuals about the transfer of the Disclosed Data under this Contract. The Data Recipient shall immediately inform the Disclosing Party about any requests, objections or other inquiries put forward by the Data Subjects in accordance with applicable laws in respect of the processing of Disclosed Data (“Data Subject Requests”) which may cause legal obligations or liability, or otherwise pertain to the legitimate interests of the Disclosing Party.
- 8.5. In the case of any Personal Data Breach (GDPR Article 33) or a dispute with a data subject or claim filed by a data subject, by a supervisory authority or by any other third parties, each Party shall inform the other Party without delay provided that the occurrence concerns the Processing of Disclosed Data and may result in legal obligations or liability or that it otherwise concerns the legitimate interests of the other Party. The Parties shall coordinate the actions and support each other in such an event.
- 8.6. The Data Recipient undertakes to immediately erase the Disclosed Data once they are no longer essential for the Legitimate Purpose, unless the applicable laws permit legally continuing the processing of the Disclosed Data.

Place / Date / Signature / Stamp