

## GENERAL TERMS AND CONDITIONS OF SUPPLIES AND SERVICES

These GENERAL TERMS AND CONDITIONS constitute an integral part of the order for the following Holcim Group Companies in Poland:

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.

GEOCYCLE POLSKA SP. Z O.O.

ZAKŁAD GOSPODARKI POPIOŁAMI SP. Z O.O.

LH ENGINEERING SP. Z O.O.

POLCALC NAWOZY WAPNIOWE SP. Z O.O.

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## DEFINITIONS

**GTC** - means these General Terms and Conditions of Supply of Goods and Services.

**Contract** - means a sales contract, supply contract, service contract or any other contract of similar nature, concluded between the Ordering Party and the Supplier, together with the appendices forming an integral part thereof, on the basis of which the Ordering Party acquires the ownership right or the right to use the subject matter of the Contract or the Supplier undertakes to provide a Service to the Ordering Party, with the reservation that the Contract may also take the form of confirmation of acceptance of the Order for execution or the form of a commercial agreement, provided that the above-mentioned documents contain all material terms and conditions of sale, delivery of the Goods or provision of services agreed between the Parties and have been signed on behalf of each Party by a person/persons duly authorised to make declarations of intent.

**Subject matter of the Contract** - means a movable thing constituting the subject matter of the Contract concluded by the Parties or a service constituting the subject matter of the Contract concluded by the Parties.

**Supplier** - means a natural person, legal person or organisational unit which is not a legal person, to which a separate act grants legal capacity, performing a business activity, which intends to conclude or has concluded a Contract with the Ordering Party.

**Ordering Party** - means all the above-mentioned Lafarge Group Companies in Poland.

**Party** - means the Ordering Party or the Supplier, respectively, collectively referred to as the Parties in the GTC.

**Order** - means a declaration of intent made in writing, signed by person/persons duly authorised to act for and on behalf of the Ordering Party, aimed directly at concluding a Contract with the Supplier.

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## **ARTICLE 1 GENERAL PROVISIONS**

1. These GTC constitute an integral part of the Contract. The conclusion of the Contract is tantamount to acceptance of the GTC.
2. Whenever the GTC refer to the Contract, it shall also mean the GTC.
3. By signing the Contract, the Supplier confirms that it has received the GTC and has familiarised itself with their contents, agrees to them and undertakes to abide by them.
4. A Supplier in a permanent business relationship with the Ordering Party, who has become familiar with the GTC at the conclusion of the first Contract, shall be deemed to accept them for all future Contracts until their content is changed.
5. In the event of a conflict between the provisions of the GTC and the provisions of the Contract, the provisions of the Contract shall take precedence over the provisions of the GTC.
6. In the matters not regulated by the Contract, the GTC shall apply.
7. Deviation from the application of the GTC shall be made in writing under pain of invalidity.
8. Violation of the GTC is tantamount to a breach of the Contract.
9. All model contracts (in particular, general terms and conditions, model contracts, rules and regulations etc.) used by the Supplier in its business activities shall not apply in any relations between the Parties.
10. The applicable law for the application of the GTC is the Polish law, the execution of the order is subject to and shall be interpreted in accordance with the Polish law. To the extent not regulated by the provisions of the GTC, the provisions of the Civil Code shall apply.
11. The language used in relations arising from the GTC shall be Polish.
12. If a specific provision of the GTC is deemed invalid or ineffective, the invalidity or ineffectiveness of that provision shall not affect the validity or effectiveness of the remaining provisions of the GTC. The Ordering Party shall endeavour to replace the invalid or ineffective provision with a new valid or effective provision.

## **ARTICLE 2 SUBJECT MATTER OF THE ORDER**

1. The subject matter of the Order is specified in its content or the documents attached to it, which must also be mentioned in the body of the Order.

## **ARTICLE 3 ORDER ACCEPTANCE AND TERMS OF PERFORMANCE**

1. Orders shall be placed electronically by e-mail.
2. Orders must be confirmed in writing or electronically by e-mail by the Supplier within 3 business days from the date of issue of the order.
3. In the case of transportation service, the acceptance of the order for performance must be made as soon as possible, but no longer than within 2 hours from the moment the Ordering Party provides the Supplier with the shipping order.
4. No comments on the content of the order, no written or electronic confirmation shall be considered as acceptance of the order for execution without reservations and under the terms and conditions specified in the GTC. Changes or additions to any of the provisions of the order require written confirmation by the Ordering Party (e-mail form is acceptable).
5. In the event of a change in the quantity or scope of the order, the Supplier shall deliver the subject matter of the Contract in the expanded scope at the prices and discounts agreed upon in the original order. The subject matter of the Contract must be performed in accordance with the contents of the order, applicable standards and regulations.

6. In the event that the Supplier determines that it will not be able to fulfil part or all of its obligations under the order including not being able to meet the deadline for the performance of services/delivery of goods, the Supplier shall immediately notify the Ordering Party in writing, and this information must include the reason(s) for the delay and the expected duration of the delay. Acceptance by the Ordering Party of the delayed or partial delivery of the Product and/or performance of the service does not mean that the Ordering Party waives any rights (claims), related to the delayed/partial delivery of the Product and/or performance of the service.
7. The Supplier shall be fully responsible for holding all legally required licenses, permits and other documents necessary to conduct activities related to the subject matter of the Order. In the event of any irregularities in the above scope, any consequences, including financial ones, shall be borne solely by the Supplier.
8. In the event that the Supplier performs the provision of services or delivery of goods on the premises of the Ordering Party's facilities or places designated by the Ordering Party, the Supplier declares that it has familiarised itself with the conditions occurring at the place of delivery and raises no objections.
9. The Supplier assumes full responsibility for the performance of the subject matter of the Order.
10. The Ordering Party shall not be liable for damage caused to the Supplier's means of transport and heavy equipment during the performance of the Contract.
11. In the case of services performed on the Ordering Party's premises, the Supplier shall provide the Ordering Party with a list of employees who will perform the work.
12. The Supplier undertakes to issue all relevant and important instructions and orders related to the execution of the Contract on the premises of the Ordering Party in writing.

#### **ARTICLE 4 DATE OF DELIVERY/PERFORMANCE OF SERVICES**

1. The date of delivery/performance of the subject matter of the Contract shall be the date specified in the Order.

#### **ARTICLE 5 GUARANTEES AND COMPLAINTS**

1. The Supplier provides a guarantee for the supplied materials for a period of 24 months from the date of their installation, but no longer than 36 months from the date of delivery.
2. In the case of Services, the Supplier provides a guarantee for a period of 36 months for construction works and 12 months for other Services, starting from the date of final acceptance, and undertakes to proceed with the removal of reported defects immediately, no later than within 48 hours of reporting the defect, unless the Parties agree on a different period.
3. In case of discrepancies in the execution of the order or discrepancies with the offer agreed and accepted for execution, a complaint procedure may be initiated and conducted against the Supplier.
4. As part of this procedure, once a complaint is formally filed, payment for it is withheld as standard until the complaint procedure is completed.
5. The Ordering Party shall report complaints to the Supplier by telephone and then confirm the report by e-mail.
6. The Supplier shall, within a maximum of 2 business days from the date of receipt of the complaint, confirm by e-mail the acceptance of the submitted complaint.
7. Within 5 business days from receipt of the complaint, the Supplier shall inform the Ordering Party of the measures taken or to be taken to rectify the defect, as well as the time required to rectify the defect.

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8. The Supplier shall, at its option, promptly repair and/or replace the defective Goods or correct the performed service within the time limit agreed upon by both Parties, but in no case longer than 14 days from the date of submitting the complaint by the Ordering Party.
  9. If it is necessary to use specialised materials or to perform non-standard work, the deadline for the removal of defects may be agreed separately by the Parties, but only with the consent of the Ordering Party.
  10. The Ordering Party may repair or replace the goods on its own at the expense and risk of the Supplier in the following cases:
    - a) In the case of minor repairs and replacements;
    - b) In cases of emergency and to avoid incurring further damage, including to avoid or minimise damage related to downtime, if the Supplier is unable to immediately repair or replace the goods in accordance with the justified need of the Ordering Party;
    - c) If the Supplier fails to take steps within the established timeframes to investigate the complaint and to repair or replace the Goods.
  11. If defects are discovered during the guarantee period, the guarantee period shall be extended by the time of their removal, starting from the day following the notification of defects for removal.
  12. In the case of disagreement related to the determination of the causes of defects, the Parties may entrust the examination of the Goods/evaluation of the performed service to an independent, accredited laboratory. The results of the independent laboratory's analysis shall be final and binding. The cost of analysis will be borne by the Party whose position is not confirmed by the results of the independent laboratory.
  13. In the event of a recurrence of a defect in the same Goods/Services, the Ordering Party shall have the right of choice consisting in the right to demand replacement of the Goods with new ones or repair of the Goods, or the right to withdraw from the Order relating to the Goods subject to the complaint or to purchase or order the service from another subcontractor, and any additional costs shall be charged to the Supplier.
  14. In the event that the Supplier does not respond to the complaint within 7 days of receipt of the complaint, it shall mean that the Ordering Party's claims against the Supplier have been accepted.
  15. In the case of services, when it is found that the subject of acceptance has not been duly performed, the defects of the subject of acceptance and the deadline for their removal shall be indicated in the Defects Removal Protocol, which does not constitute a Work Acceptance Protocol.
  16. The Supplier shall be obliged, at its own expense and risk (including the costs of disassembly and reassembly, travel expenses, accommodation of the Supplier's personnel etc.), to replace the defective Goods/correct the performed service.
  17. Removal of defects under substitute performance shall not limit the Contractor's liability under the guarantee.
  18. If the Supplier loses part or all of the goods entrusted for transportation as a result of vehicle breakdown or fortuitous events, the Supplier shall immediately notify an employee of the Logistics Department of the fact and reasons for the event. At the same time, the Supplier shall be charged for the lost cargo. In such cases, the net price of the goods in accordance with the cost of manufacture or purchase invoice is used to assess the amount of damage. The Ordering Party reserves the right to deduct an amount equivalent to the value of the lost goods from the remuneration due to the Supplier.
  19. If the Ordering Party exercises its right to withdraw from the Contract in the part relating to the Order covered by the complaint of the Ordering Party, the Supplier shall refund the price paid for the Order to the Ordering Party's account within no more than 30 days from the date of withdrawal from the Contract by the Ordering Party.
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20. . Notwithstanding the guarantee rights, the Ordering Party shall also have warranty rights. The choice of the protection regime that the Ordering Party wishes to use is up to the Ordering Party.
  21. The Ordering Party may also assert guarantee claims after the expiration of the guarantee period, if it reported the defect before the expiration of this period.

#### **ARTICLE 6 INSURANCE**

1. The Supplier shall have a third party liability insurance policy for an amount equivalent to the Supplier's annual obligations towards the Ordering Party but not less than PLN 200,000.

#### **ARTICLE 7 FINAL ACCEPTANCE**

1. The invoice is based on the acceptance protocol of the service free of defects signed by both Parties or acceptance of the goods at the warehouse of the Ordering Party.
2. In the case of services performed on the Ordering Party's premises, the Ordering Party shall be obliged to report any defects preventing acceptance in writing in the acceptance protocols. The completion of partial acceptance does not entitle the Supplier to issue a VAT invoice. A VAT invoice may be issued after final acceptance without significant remarks and reservations of the Ordering Party. However, the failure of the Ordering Party to proceed with acceptance within 7 days from the notification of readiness by the Supplier entitles the Supplier to issue a VAT invoice, and thus perform the acceptance without remarks of the Ordering Party.

#### **ARTICLE 8 INVOICING AND PAYMENTS**

1. The prices of services and goods specified in the Order have been determined by negotiation, taking into account the terms and conditions.
2. All payments shall be made by the Ordering Party within the period specified in the order, calculated from the date of receipt of a properly issued VAT invoice (standard payment period is 60 days).
3. Any change regarding price terms requires written form and must be accepted by both Parties.
4. The Supplier shall enter the ORDER NUMBER in the VAT invoice to ensure efficient processing of the VAT invoice and timely payment.
5. In the event that an incomplete or incorrectly issued VAT invoice is delivered to the Ordering Party, e.g. without an attached acceptance protocol, the Ordering Party shall have the right to withhold payment. The time limit for payment of the amount due under an incomplete VAT invoice shall be calculated from the date the deficiency is corrected by the Supplier. The retained payments shall be non-interest bearing and shall not be payments due for the duration of their retention, and the Supplier shall, until the expiration of the retention period, waive recovery of such payments, treating them as undue payments.
6. The Ordering Party represents that it is a VAT payer and authorises the Supplier of this order to issue invoices without the signature of the receiving party.
7. The Ordering Party represents that, acting on the basis of Article 106n of the act of 11 March 2004 on value added tax, it agrees for sending VAT invoices, duplicates of these invoices and their corrections, in electronic form. The Ordering Party reserves the right to withdraw that statement, following which the Supplier shall lose the right to issue and send VAT invoices to the Ordering Party electronically, starting from the day following receipt of the notification.
8. Invoices in electronic form should be sent to the e-mail address [fakury.zakupy@lafarge.com](mailto:fakury.zakupy@lafarge.com). The

Ordering Party undertakes to notify the Supplier in writing of the new e-mail address in the event of a change.

9. Invoices in paper form issued by the Supplier shall be sent directly to the following address: Lafarge Cement S.A. Bielawy Branch, Accounting Centre, 88-192 Piechcin, with the proviso that invoices cannot be sent simultaneously in both paper and electronic form - only one form of sending invoices is possible.
10. The Supplier has the opportunity to use the free Supplier Portal platform, where it will have full access to all documents (order, invoice) in the field of purchases processing. Using the portal, the Supplier also has the opportunity to send invoices through it and track their status (without having to send a paper version). The platform is designed to simplify and speed up document processing between the Ordering Party and the Supplier. The portal is also a tool for fast and effective communication and it can be accessed at the attached link <https://lafargeholcim-europe.com/>

#### ARTICLE 9 OHS AND ENVIRONMENTAL PROTECTION

1. The Supplier undertakes to strictly comply with all recommendations related to occupational health and safety on the site belonging to the Ordering Party, in accordance with applicable regulations and occupational health and safety rules.
2. The content of the documents describing the requirements for safe execution of the work is available on the Lafarge website at:

<https://www.lafarge.pl/kacik-podwykonawcy>

or by scanning the QR code below



3. The content of the documents describing the requirements for safe execution of work in the above categories (topics) is available on the Lafarge website at <https://www.lafarge.pl/kacik-podwykonawcy>
4. In the event of a discrepancy between the safety requirements contained in the applicable local labour law and those contained in Lafarge's standards and procedures for the safe performance of work, the Supplier's employees shall comply with the more restrictive requirements.
5. The Supplier is fully responsible for its employees and the employees of its subcontractors in terms of health and safety. The Supplier shall ensure proper health and safety conditions for its employees, the employees of its subcontractors and all other persons involved in the work performed by the Supplier for the Ordering Party.
6. The Supplier agrees to comply with safety and environmental regulations and rules according to applicable law and to enforce the same on its subcontractors.
7. The Supplier's employees shall protect property from damage, the environment from negative impacts and people from work accidents and occupational diseases that would result from the performance of work.

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## ARTICLE 10 PROTECTION OF PERSONAL DATA

1. The Parties agree to share certain Personal Data with each other (such data received by the other Party is referred to as “Shared Data”) pursuant to Article 6(1) of the EU Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, “GDPR”) solely for the purpose of performing the Contract (“Permitted Purpose”) and resolving disputes, enforcing performance of contracts and demonstrating the legitimacy of, bringing or defending claims as a legitimate interest of the controller. No special categories of personal data (sensitive data) shall be transferred to, or processed by, either Party. The Party receiving the Shared Data from the other Party shall be referred to in the Contract as the “Data Recipient” and the Party transferring the Shared Data to the Data Recipient shall be referred to as the “Data Discloser”. The Parties, as separate controllers, shall jointly determine the purposes and means of processing the data of individuals involved in the performance of the Contract.
  2. Information regarding the Shared Data:
    - a) Categories of data subjects affected: individuals involved in the execution of the Contract at both Parties and at third parties involved in the execution of the Contract;
    - b) Categories of Shared Data: contact data such as name and surname, position, location, phone number or data of other communication channels.
  3. The Data Recipient shall at all times process the Shared Data in a professional manner, in accordance with applicable law and the Contract, using appropriate skills, carefully and diligently, and shall implement and apply appropriate, state-of-the-art, technical and organisational data processing security standards.
  4. Any disclosure or transfer of the Shared Data to third parties by the Data Recipient is only permissible if required for the fulfilment of the Permitted Purpose and must be done in accordance with applicable law, in particular Articles 25 and 26 of the GDPR.
  5. The Data Discloser undertakes, if necessary, to comply each time with the information obligation on behalf of the Data Recipient (controller) under the provisions of the Regulation of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as “GDPR”) with respect to natural persons - employees or subcontractors of the Data Discloser - performing activities under the Contract for the Data Recipient (controller).
  6. The content of the information clause is available at <https://www.lafarge.pl/polityka-prywatno%C5%9Bci>
  7. Where required by applicable law, either Party shall inform the data subjects about sharing of the Shared Data under the Contract. The Data Recipient shall promptly inform the Data Discloser of any requests, objections or other inquiries made by the data subjects in accordance with applicable law regarding the processing of the Shared Data (“Data Subject Requests”), which may give rise to legal obligations or liability, or otherwise concern the legitimate interests of the Data Discloser.
  8. In the event of a Personal Data Breach (Article 33 of the GDPR) or a dispute with a data subject, or the filing of a claim by a data subject, supervisory authority, or other third party, each Party shall promptly notify the other Party, provided that such event relates to the processing of the Shared Data and may give rise to legal obligations or liability, or otherwise affect the legitimate interests of the other Party. The Parties shall reasonably coordinate their actions and support each other in the case of any such event.
  9. The Data Recipient shall ensure that it immediately deletes the Shared Data when it is no longer necessary for the Permitted Purposes, unless applicable law permits the lawful continuation of the processing of the Shared Data.
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**ARTICLE 11 CONFIDENTIALITY**

1. The Supplier agrees to treat all information provided by the Ordering Party as confidential and not to disclose it to any third party or copy it.
2. Any information of any nature (technical, commercial, strategic, or other), whether written or oral, whether marked or unmarked as confidential, disclosed by the Ordering Party, shall be considered Confidential Information.
3. The Supplier agrees not to use Confidential Information for purposes other than in connection with the performance of the Contract.
4. The Supplier agrees to take all appropriate steps to prevent unauthorised disclosure of Confidential Information.
5. The Supplier agrees to provide Confidential Information only to those of its employees and associates who need to have access to such Confidential Information in connection with the performance of the Contract. The Supplier shall take all necessary steps to ensure that its employees and associates to whom Confidential Information is disclosed comply with these obligations of the Supplier.
6. Restrictions on the Supplier's use of Confidential Information do not apply to information that:
  - a) is available in the Ordering Party's written publications that have been made public;
  - b) has become generally available in the way different than through breach of the Supplier's obligations;
  - c) must be disclosed in accordance with laws, regulations or in connection with a court order, order of a governmental or regulatory body applicable to the Supplier; in which case the Supplier agrees to inform the Ordering Party prior to any disclosure, to the extent practicable;
  - d) The Supplier can prove that it received it legally from a third party, without violation of its obligations;
7. Disclosure of Confidential Information by the Supplier or use of Confidential Information by the Supplier shall not be construed as a transfer of any intellectual property rights related to Confidential Information to the Supplier.
8. The Supplier shall be bound by these obligations for the entire term of the Contract and for a period of five (5) years from the expiration of the Contract or until the Confidential Information becomes generally available, or if the Ordering Party expressly releases the Supplier from its obligations.
9. This confidentiality obligation is necessary to protect the interests and assets of the Ordering Party, and the Supplier considers it reasonable.
10. Any breach by the Supplier of the aforementioned obligations shall entitle the Ordering Party to terminate its cooperation with the Supplier without liability for damages arising therefore and without prejudice to the Supplier's right to obtain compensation from the Ordering Party.
11. The Supplier agrees to maintain strict confidence of all commercial and other information of a confidential nature relating to the performance of the Contract or obtained from the Ordering Party in connection with the performance of the Contract.

**ARTICLE 12 FORCE MAJEURE**

1. Each Party shall have the right to suspend the performance of contractual obligations to the extent that their performance is restricted or excessively inconvenient because of force majeure.
2. Force majeure shall include external and sudden events that could not have been foreseen at the time of entering into the Contract, which could not have been resisted and whose consequences could not have been prevented, in particular warfare, large-scale mobilisation, revolutions, social unrest, riots, uprisings,

acts of terror and their consequences, unrest, interventions of civil and military authorities, seizure of control, embargoes, breakdown of the Ordering Party's plant, epidemics, restriction of energy supply, blockade of transport routes, labour disputes, natural disasters, natural phenomena such as fire, storm, earthquake and flood, and any other circumstances beyond the control of the Parties and preventing the performance of their obligations under the Contract.

3. Force majeure extends the contractual deadlines and postpones the milestones agreed upon in the Contract by the duration of the force majeure plus the additional time necessary to restore operations. The Party claiming force majeure shall immediately notify the other Party in writing of the occurrence and termination of such circumstances.
4. In the event that the execution of the Contract is delayed by force majeure for more than 6 (six) months, the Parties shall be entitled to enter into discussions to resolve the situation or terminate the Contract in whole or in part, upon written notice sent to the other Party.

### **ARTICLE 13 CHANGE OF BANK ACCOUNT**

1. The Supplier's bank account is included on the invoice.
2. In the event of a change in the bank account, the Supplier undertakes to confirm the new account at the request of the Ordering Party. The request will be sent by e-mail, as a form, a specimen of which is available at the following link: [Form for setting up and modifying supplier data \(EN version\)](#)
3. The Supplier agrees to return the completed and signed form immediately to the address indicated in the form, as a pdf scan.
4. If the Supplier does not send the Ordering Party a completed form, the transfer will be made to the previously indicated bank account.
5. If the previously designated bank account is closed and the transfer amount is returned to the Ordering Party, the Ordering Party shall withhold the transfer until the new bank account is confirmed by the Supplier. No interest is due to the Supplier for this period.
6. The Parties agree that the confirmation of the new bank account by the Supplier constitutes the fulfilment of the disposition of Article 454 of the Civil Code, that is, the indication of the place of performance.

### **ARTICLE 14 PENALTIES**

1. The Ordering Party shall have the right to charge the Supplier with a contractual penalty for delay in the execution of the Order in the amount of 1% of the net value of the deliveries not completed on time in relation to the dates agreed by the Parties when the Order was placed, for each week of delay, but no more than 25% of the value of such deliveries.
2. The Ordering Party shall have the right to charge the Supplier with a contractual penalty for delay in removing the defect, in the amount of 1% of the net value of the Goods subject to a complaint for each week of delay, but no more than 25% of the value of such Goods.
3. If the service/deliveries are not provided in the agreed scope or within the stipulated period, the Ordering Party shall have the right to order the service/deliveries from a third party, and charge the costs resulting from the difference between the Supplier's rate and the third party's rate to the Supplier.
4. The Supplier shall pay contractual penalties to the Ordering Party in the event of withdrawal from the execution of the order in the amount of 25% of the order value.

5. In the event that the Supplier is delayed in the performance of the subject matter of the Order for more than 7 days, the Ordering Party may, without waiving its rights to contractual penalty and supplementary damages, exercise one or more of the following rights:
  - a. Demand execution of the order in whole or in part;
  - b. Make a purchase from another supplier, at the Supplier's expense and risk;
  - c. Withdraw from the order for reasons attributable to the Supplier without setting an additional period of time, with written notice to the Supplier.
6. In the event of improper performance of the subject matter of the Contract for reasons attributable to the Supplier, the Supplier shall be obliged to perform, free of charge, additional work indicated by the Ordering Party, leading to the proper performance of the order, which does not exclude the assertion of contractual penalty or compensation under the general terms and principles of the Civil Code.
7. If the Supplier fails to comply with the terms or conditions of the order/contract, the Ordering Party shall have the right to cancel the order/contract in whole or in part without further obligation or liability and to recover from the Supplier any amounts paid by the Ordering Party and any additional costs incurred by the Ordering Party for replacing the Product, purchasing the Product from an alternative supplier, and for losses or damages incurred as a result of delayed performance of the order/contract. The Ordering Party may exercise the right to withdraw from the order/contract within 12 months from the date of expiration of the Product warranty period.
8. The Ordering Party shall have the right to deduct the accrued penalties from the Supplier's remuneration.
9. If the contractual penalties do not cover the damage, the Ordering Party shall have the right to claim additional compensation exceeding the amount of the reserved contractual penalties, up to the amount of the damage actually suffered under the general rules of the Civil Code.
10. The contractual penalty must be paid within 14 days from the date of the demand for payment.

#### **ARTICLE 15 CODE OF BUSINESS CONDUCT**

1. The Ordering Party provides the Supplier with a Code of Business Conduct to inform the Supplier of the direction Lafarge is taking and what it requires. The Code applies to all activities conducted by the Supplier anywhere in the world.
2. The Ordering Party's Code of Business Conduct is a set of standards that apply to all Holcim Group employees and executives worldwide. These standards set basic principles for all employees and executives, applicable to their daily work. Their observance is also expected of all Holcim suppliers worldwide.
3. All Suppliers are required to read, familiarise themselves with and comply with the standards provided for in the Code.

The Code of Business Conduct is available at:

<https://www.lafarge.pl/kodeks-postepowania-biznesowego>

The codes are posted on the external site at the link:

<https://www.lafarge.pl/zakupy>

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## ARTICLE 16 SANCTION REQUIREMENTS

1. The Supplier represents, warrants and undertakes to comply with all export control and economic sanctions laws, including but not limited to those of the United States, the European Union, Switzerland, the United Kingdom, Canada, Australia and the United Nations ("Trade Regulations").
2. The Supplier confirms that, as of the date of this Contract, it is not directly or indirectly controlled or owned by one or more parties sanctioned under trade laws at least at 50% level (individually or jointly).
3. The Supplier represents as of the date of this Contract and throughout the term of this Contract that (i) neither the Supplier, nor any of its shareholders, affiliates, subsidiaries, directors, officers, employees, or any entity that is in 50% or more owned or controlled by any of the foregoing persons, and (ii) to the knowledge of the Supplier, none of its agents, representatives or other persons acting on behalf of the Supplier, or any entity that is in 50% or more owned or controlled by any of the foregoing persons, is a sanctioned person or entity or is subject to any trade restrictions or sanctions imposed by any country or other competent sanctioning authority.
4. The Supplier warrants and represents that it has not obtained or purchased the products covered by this Contract either in whole or in part from (i) a person sanctioned under trade laws, and that it has conducted all required inspections and exercised due diligence to determine that such person is not a person sanctioned under trade laws or (ii) a country or territory subject to a trade ban or import ban under trade laws.
5. Without limiting any of the Ordering Party's rights, if at any time the Supplier violates trade regulations, the Ordering Party (a) shall be relieved of all obligations under this Contract, (b) if applicable, the Ordering Party shall have the right to suspend any payment to the Supplier until the Ordering Party can lawfully resume payment, (c) may terminate this Contract at its sole discretion without prior notice and without payment of any penalty, (d) may seek compensation resulting from the Supplier's breach of this Contract.
6. The Supplier confirms that it has read and understood the above sanction clause provided to it under the purchase contract. The Supplier accepts this sanction clause and undertakes to demonstrate full acceptance and understanding of its obligations. As part of the acceptance of this clause, the Supplier (upon request of the Ordering Party) undertakes to provide evidence that no raw material, by-product, intermediate product, product or service purchased violates the above sanction clause. For the avoidance of doubt, the term "evidence" includes, but is not limited to: copies of documents issued by competent state authorities indicating the origin of the goods, such as (non-exhaustive) example: certificate of origin issued by a state authority, customs declarations etc.

## ARTICLE 17 TAX HAVENS

1. In connection with Article 11o (1a) and (1b) of the Corporate Income Tax Law (act of 15 February 1992 on Corporate Income Tax (consolidated text, Journal of Laws of 2020, item 1406, as amended, hereinafter the CIT Law) declares:
    - a) that it is the beneficial owner of the remuneration obtained from the execution of the contract in question.or
    - b) that it is not the beneficial owner, but at the same time the beneficial owner does not have a residence, registered office or management in a territory or country that applies harmful tax competition.
  2. The Supplier undertakes to immediately inform the Ordering Party if changes occur regarding the beneficial owner during the execution of the Contract. The information should indicate whether or not the beneficial owner is domiciled, established or managed in a territory or country with harmful tax
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competition. In the event of a change in that data, the Supplier undertakes to provide the Ordering Party with the relevant information in the form of a signed statement - [Link to the statement](#)

3. If the beneficial owner is a tax haven entity within the meaning of Article 11o of the CIT Law or the Supplier refuses to provide information on the beneficial owner, and the value of the transaction exceeds the value threshold indicated in the aforementioned article, then the Supplier is obliged to provide the necessary information for the preparation of transfer pricing documentation by the Ordering Party.

#### **ARTICLE 18 FINAL PROVISIONS**

1. The Supplier shall assume liability for any claims, liabilities, losses, damages, costs and related legal fees against the Ordering Party and its customers, resulting from the Supplier's breach or failure to meet its obligations under Regulation No. 1907/2006 of the European Parliament of 18.12.2006 concerning the registration, evaluation and authorisation of chemical substances (REACH).
2. The Supplier may not assign rights under this Contract without the consent of the Ordering Party expressed in writing under pain of invalidity.
3. Any disputes arising during the execution of the order shall be submitted by the Parties for settlement to the common court of competent jurisdiction in Bydgoszcz, Kielce or Kraków.
4. The Ordering Party, acting in accordance with Article 4c of the act of 8 March 2013 on prevention of excessive delays in commercial transactions (Journal of Laws of 2019, item 118; last amended by Journal of Laws of 2019, item 2020), declares that being an entity belonging to the Lafarge Cement SA capital group, it has the status of a large entrepreneur.

Date: 2022-09-01

Andrzej Paliło  
Radca Prawny/General Counsel  
Poland

Xavier Guesnu  
Prezes Zarządu / Chief Executive Officer Lafarge  
Poland