GENERAL TERMS AND CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS, ORDERS

1.1 Holcim Hungary Kft. (7953 Királyegyháza, Cement utca 1.), as the Customer, orders the goods and services specified therein by sending the individual order (PO) to the Supplier/Service Provider in writing. A contract is concluded between the parties upon the Supplier/Service Provider's acceptance of the order sent by the Customer by email or fax and its confirmation in writing (by email or fax). The Parties declare that the Customer has enabled the Supplier/Service Provider to familiarize themselves with these General Terms and Conditions (hereinafter referred to as "GTC") prior to concluding the contract and that the Supplier/Service Provider accepts the provisions of the GTC and the conditions set out in the individual order by confirming the order. In accordance with the provisions of Section 6:78 of Act V of 2013 on the Civil Code (hereinafter referred to as the "Civil Code"), these GTC shall become part of the contract concluded between the parties, unless the parties agree otherwise.

1.2 If there is a contradiction between the order (PO) and these general terms and conditions, the provisions of the order shall prevail.

1.3 Any change or addition to the individual order initiated by either party shall only become effective upon acceptance by the other party in writing. Any acceptance that differs in material terms from the individual order shall be considered a new offer.

1.4 If the Supplier/Service Provider does not confirm the sent order, the terms and conditions contained therein shall be deemed to have been accepted upon commencement of performance and the Customer shall accept performance accordingly.

1.5 When making declarations, the Parties shall interpret documents sent in the form of electronic mail (email) or transmitted by fax as written. An individual order sent in writing by the Customer's purchasing group to the Supplier/Service Provider shall be considered a legal declaration valid even without a signature.

1.6 The Parties declare that the contract concluded in accordance with point 1.1 supersedes any previously concluded agreement or established practice between the Parties.

1.7 The parties undertake to cooperate with each other in the performance of their contractual relationship and to immediately inform each other of all circumstances that are essential for fulfillment and that may prevent or jeopardize fulfillment.

1.8 The Supplier/Service Provider declares that its ability to enter into contracts is not limited or excluded, that it has the financial, economic, professional, technical conditions, permits, and rights necessary for contractual performance, and that the persons actually participating in the performance on its behalf have the necessary qualifications and experience.

2. PERFORMANCE

2.1 The Supplier/Service Provider shall deliver the goods to the place of performance specified by the Customer in the individual order, with the indicated Incoterms parity, and shall perform the ordered services within the deadline or at the time specified in the order. The performance deadline shall be calculated from the date of acceptance of the order. If the parties do not specify a performance (delivery) deadline, the Supplier/Service Provider shall be obliged to perform upon the Customer's request. If the parties have mutually stipulated a performance date, the Supplier/Service Provider shall be entitled to perform before this date with the Customer's approval.

2.2 In the case of delivery of goods, if the parties do not separately agree on the method of delivery, the Supplier is obliged to perform at DDP parity. If the parties do not separately agree on the place of delivery, the Supplier/Service Provider is obliged to deliver the goods or perform the service to the Customer's registered office.

2.3 The Supplier/Service Provider acknowledges that the obligation to perform the contract within the deadline is an essential and primary obligation. In the event of a delay in performance or defective performance attributable to the Supplier/Service Provider, the Supplier/Service Provider is obliged to pay the Customer a penalty of 1% per day of the total order value, which may not exceed 20% of the total order value. The Customer reserves the right to directly deduct the undisputed penalty claim from the Supplier/Service Provider's remuneration. In addition to the penalty, the Customer is entitled to claim damages exceeding the penalty against the Supplier/Service Provider.

2.4 The Customer is only obliged to accept and pay for the goods included in the order, provided that they are free from quantitative and qualitative defects and are suitable for their intended purpose at the time of delivery, and comply with the legal and contractual requirements. The Customer is only obliged to pay for the services included in the order and performed in accordance with the contract, as signed by its representative.

2.5 In the event of the delivery of goods, the Supplier is obliged to hand over to the Customer the accompanying documents of the delivered goods (delivery note, waybill, etc.), as well as other documents necessary for the intended use (instructions for use, quality certificate, safety data sheet, etc.) or make them available no later than the date of delivery in accordance with the relevant legal provisions. The Supplier is obliged to ensure the appropriate packaging and marking of the goods in accordance with the applicable legal provisions.

3. PAYMENT TERMS

3.1 Prices, discounts and other payment terms are included in the order. Prices include all necessary and justified costs of delivering the goods or providing the service. If additional costs arise in any exceptional case, they must be included in detail in the Supplier's/Service Provider's offer.

3.2 The Customer shall pay the price/fee specified in the individual order by bank transfer within 30 days of the date of invoice issuance, provided that the Supplier's/Service Provider has performed the contract in accordance with the contract.

3.3 Documents proving performance are mandatory attachments to the invoice (e.g. delivery note in the case of delivering goods, certificate of performance in the case of providing services). The Supplier is obliged to indicate the PO order number on the invoice. In the event of a breach of contract by the Supplier/Service Provider, the Customer is entitled to demand fulfillment, and the Customer is also entitled to withhold payment or a proportional part thereof until the Supplier/Service Provider performs in accordance with the contract or until it fulfills its obligations arising from defective performance.

4. WARRANTY

4.1 In the case of delivery of goods, the Supplier guarantees that the Customer's acquisition of ownership is not restricted or excluded by the law of a third party. According to the relevant legislation, the Supplier guarantees that the delivered products - including packaging - have the following properties at the time of delivery:

- they are suitable for their intended use
- they comply with the quality requirements specified in the documents governing the product (certificate of conformity, supplier's declaration, safety data sheet, etc.) and in legislation
- they are free from any defects

4.2 In the case of delivery of services, the Service Provider guarantees that the service will be performed in Class I quality.

4.3 In the event of defective delivery - at the Customer's choice - the Supplier is obliged to immediately replace the product with one that meets the requirements or repair the product, or the Customer may request a price reduction. The Supplier shall bear the costs associated with the above repair and replacement. The Customer reserves the right to switch from the chosen warranty right to another.

4.4 The relevant legal provisions shall apply to the warranty period, mandatory suitability period, and quality requirements. If the Supplier/Service Provider assumes a warranty, the Supplier/Service Provider's offer shall include its commitment to this effect and its duration.

5. OCCUPATIONAL SAFETY

5.1 If the performance of the service or the delivery of the goods takes place in an area that is hazardous from an occupational safety perspective according to the Customer's internal regulations, the Supplier/Service Provider shall comply with the Customer's applicable internal occupational safety regulations. If the Supplier/Service Provider does not have the applicable internal regulations, the Customer shall provide them upon request.

6. LIABILITY

6.1 The Supplier/Service Provider shall compensate the Customer for any damage caused by its breach of contract and any other damage caused to it during the term of the contract for reasons attributable to it. Otherwise, the provisions of the Civil Code shall apply to the Supplier/Service Provider’s liability for damages.

6.2 The Seller represents, warrants and undertakes to comply with and enforce all export control regulations and economic sanctions laws, including but not limited to the laws implemented by the United States, the European Union, Switzerland, the United Kingdom, Canada, Australia and the United Nations, hereinafter referred to as: Trade Laws).

6.3 Seller confirms that at the date of this Agreement it is not controlled or owned directly or indirectly by one or more sanctioned parties under the Trade Acts at a level of at least 50% (individually or in the aggregate).

6.4 Seller represents that at the time of and during the term of this Agreement (i) neither Seller nor any of its shareholders, subsidiaries, affiliates, directors, officers, employees, or any entity 50% or more owned or controlled by the aforementioned persons, and (ii) to the knowledge of Buyer, any of its agents, representatives, or other persons acting on behalf of Seller, or any entity 50% or more owned or controlled by the aforementioned persons, is a sanctioned individual or a sanctioned entity or is subject to any trade restrictions or sanctions imposed by any country or other relevant sanctions authority.

6.5 Seller warrants and undertakes that the Products covered by this Agreement are not obtained, in whole or in part, from a person or place that (i) is a sanctioned person under the Trade Laws, which Seller shall be responsible for ensuring, or (ii) is subject to a trade embargo by the United States, the EU, the United Kingdom, Canada, Australia or Switzerland, such as Iran, Syria, Russia, Crimea, the territories controlled by the so-called Donetsk People's Republic and the Luhansk People's Republic of Ukraine.

6.6 Without limiting the rights of Holcim Hungary Kft., if Seller breaches the Trade Laws at any time, Holcim Hungary Kft.

(a) shall be relieved of all obligations under this Agreement,
(b) may suspend or suspend delivery/service from Seller, as the case may be, until Holcim Hungary Kft. cannot legally continue the delivery/service,
(c) may terminate this agreement at its sole discretion, without prior notice or payment,
(d) may claim compensation for damages resulting from the Seller's breach of this contract.

7. INTELLECTUAL PROPERTY

7.1 The Supplier/Service Provider guarantees that the sale, use, or performance of the products delivered under this contract does not infringe any patent or other intellectual property rights of a third party, or any rights granted to a third party by the Supplier/Service Provider under a license agreement, which may be detrimental to the Customer.

7.2 If an intellectual creation that can be legally protected is created during the performance of the contract, the Customer reserves the right to dispose of this intellectual creation.

8. OTHER PROVISIONS

8.1 The Supplier/Service Provider and its subcontractors shall respect and apply the principles of the UN Global Compact during performance, which are available at the following address:
https://www.unglobalcompact.org/what-is-gc/mission/principles

8.2 The Supplier/Service Provider and its subcontractors shall respect and apply the Holcim Group Supplier Code of Business Conduct, which can be accessed by clicking here.

8.3 The Supplier/Service Provider shall record, store and process all data provided as necessary for the performance of the legal relationship between the parties in accordance with the applicable data management rules.

8.4 The Supplier/Service Provider – if the performance of its contractual obligations is affected – is obliged to comply with the provisions of the Regulation of the EU Parliament and the Council of the European Union on the Registration, Evaluation, Authorisation and Restriction of Chemicals.

8.5 During the processing of personal data necessary for the contractual performance of the contract concluded between the parties and the Orders, or during the performance of the contract necessary to enforce the legitimate interests of either

the Customer or the Supplier/Service Provider, the parties undertake to fully comply with the basic principles governing the processing of personal data, requirements relating to lawfulness, and other legal provisions, including, among others, information, enforcement of all data subject rights, provision of legal remedies, and taking data protection measures. Holcim Hungary Kft. information on data processing activities can be found at the following link: Legal and data protection information

9. CONFIDENTIALITY

9.1 The Parties agree that information, facts, data related to the business and economic activities of the other party or the compilation thereof will be treated confidentially. Such information is considered to be all that the entitled party has a financial, economic or market interest in keeping secret. Technical, economic or organizational knowledge, experience or compilation thereof representing property value ("Protected Knowledge") shall be protected in the same way as the above. The Parties shall not use or disclose confidential information or protected knowledge, except solely for the purpose of fulfilling contractual and statutory obligations. Both Parties declare that they may not make such information public, may not disclose it to unauthorized third parties, and must ensure that unauthorized persons cannot access it or misuse it in any way. The Parties may disclose the data and information to be treated confidentially as described above to authorized third parties with the prior consent of the other entitled party. In the event of mandatory data provision based on legal regulations or a request from a court or authority, the parties are obliged to inform the other party entitled to the data provision in advance about the data provision, its legal basis and conditions.

9.2 The parties ensure that their employees and collaborators are aware of and respect the obligation specified in this section. Based on the agreement of the parties, the above confidentiality obligation exists without a deadline.

10. EMPLOYMENT OF SUBCONTRACTORS

10.1 The Supplier/Service Provider may employ collaborators or subcontractors with the prior consent of the Customer. The Supplier/Service Provider is liable for the performance of a lawfully used collaborator or subcontractor as if it had performed the performance itself. In the case of an unlawfully used collaborator or subcontractor, the Supplier/Service Provider is also liable for any damage that would not have occurred without this.

11. APPLICABLE LAW AND LEGAL DISPUTES

11.1 This contract is governed by Hungarian law. In matters not regulated in the contract, the Civil Code and the relevant Hungarian laws in force at any time shall apply.

11.2 The Parties agree to the exclusive jurisdiction of the Pécs District Court or the Pécs Court, depending on the value limit.

Effective from 1 May 2023.

Holcim Hungary Ltd.
Registered office: 7953 Királyegyháza, Cement utca 1.,
Mailing address: Királyegyházi Cementgyár, 7940 Szentlőrinc Pf.: 54. Telephone: +36 73 500 900, Fax +36 73 500 958
cementhungary@holcim.com www.holcim.hu