

General Conditions of Purchase of Dyckerhoff Beton GmbH & Co. KG, applicable as of 01 November 2021

I. GENERAL - SCOPE

1. All supplies, services and quotations of our suppliers/contractors (hereinafter "Suppliers") shall be made based exclusively on these General Conditions of Purchase. These Conditions of Purchase shall be part of all contracts that we enter into with our Suppliers for the provision of their supplies or services. The terms of business of our Suppliers or those of third parties shall not apply even if we do not explicitly reject their application in a specific case. Even if we refer to correspondence containing or referring to the terms of business of the Supplier or a third party, this shall not constitute acceptance of the validity of these terms. The acceptance of deliveries or payments shall not constitute consent.
2. Our Conditions of Purchase apply solely to entrepreneurs, legal entities established under public law or special funds under public law (Section 310(1) of the Civil Code – "BGB" in its German initials).
3. Our Conditions of Purchase shall also apply to all future supplies, services or quotations made to us even when they are not agreed separately again.

II. QUOTATIONS - ORDERS - CONTRACTS

1. The preparation/submission of quotations has no binding effect on us and is exclusively at the bidding Supplier's expense. The award of the contract shall be entirely at our discretion.
2. Samples and specimens of the goods being offered shall be provided to us at no charge upon request, provided that this is reasonable in terms of the order value. Following our approval, they shall be the basis of the contract.
3. Quotations submitted to us at the Supplier's expense regarding goods, prices, conditions, delivery and on the basis of these Conditions of Purchase shall be binding. The statutory VAT applicable shall be shown separately in the quoted prices. The Supplier shall be bound by his quotation until revoked in writing, which shall not, however, be prior to at least one month after we receive it.
4. The quotation made by the Supplier at the same time represents an assurance on his part that he will be able to deliver the type, quantity, quality and transport of the goods on time at the offered or agreed terms and conditions.
5. Purchase orders/contracts (hereinafter "Purchase Orders") shall be issued in writing by staff whom we have explicitly authorised to do so. Verbal Purchase Orders, agreements and side agreements shall require our legally binding written confirmation to be valid.
6. The Supplier shall treat the fact of entering into a contract as confidential. He may mention us as a customer to third parties only with our consent.

III. PRICES - INVOICES - PAYMENT TERMS

1. The price shown in the Purchase Order shall be binding. Unless there is a written agreement stating otherwise, the price shall include delivery and transport including packaging to the delivery address specified in the contract. Insofar as the price in a particular agreement does not include packaging and the fee for the packaging (provided not merely on a loan basis) is not clearly specified, this amount shall be calculated based on the demonstrable cost price. At our request, the Supplier shall remove the packaging at his expense. All costs incurred up to handover to the carrier, including loading, shall be borne by the Supplier. The agreement regarding place of performance shall not be affected by the type of pricing employed.
2. If the Supplier ships or transports the goods to us despite the fact that collection by us had been agreed, the Supplier shall bear the resulting costs.
3. VAT is not contained in the price and must be shown separately where applicable.
4. We will only be able to process invoices which are submitted as originals, include the

order number and individually priced line items shown in our Purchase Order, and comply with the payment terms shown in our Purchase Order. The Supplier shall bear responsibility for any consequences resulting from failure to comply with this obligation.

5. The Supplier's entitlement to payment for deliveries made on time and free of defects shall be due within 30 days after receipt of the invoice in the form described in point III.4. The Supplier shall grant a discount of 3% for every payment made within 14 days of invoice receipt. Calculation of the relevant period shall be based on when the payment process is undertaken.
6. We shall have the right of set-off and retention to the extent laid down by law. Deduction of the discount shall also be allowed in the event that we apply set-offs or retain payments of a reasonable amount in the case of defects.

IV. DELIVERY PERIOD - CONTRACTUAL PENALTY FOR DELAYS

1. The delivery period shown in the Purchase Order is binding. Early deliveries shall only be allowed if we have approved these in writing.
2. Delivery of equipment and machinery shall first be deemed complete once we are in possession of the necessary inspection books and certificates, test certificates and catalogues of parts, spare part lists and operating instructions.
3. The Supplier must provide us with written notification without delay in the event that circumstances occur or become foreseeable that prevent punctual delivery at the specified times.
4. If the latest date on which delivery is scheduled can be determined based on the contract, the Supplier shall have defaulted on the delivery when this day comes to an end without a reminder from our side being necessary.
5. In the case of default on a delivery for which the Supplier is accountable, we shall be entitled to charge the Supplier 0.2% for every full day, up to a maximum amount, however, of 5% of the total contractual amount, i.e. of the net fee owed according to the execution of the full contract. The contractual penalty shall be added to the losses caused by the delay to be compensated by the Supplier.

V. TRANSFER OF RISK - SHIPPING DOCUMENTS

1. In the case of deliveries with instalment or assembly and in the case of services, risk shall transfer upon acceptance pursuant to the Dyckerhoff protocol, and in the case of deliveries without instalment or assembly risk shall transfer upon receipt at the reception point specified by us.
2. The Supplier must state our order number on all shipping documents and delivery notes; should he fail to do so, processing delays will be unavoidable and not our responsibility.

VI. COMPLIANCE WITH NATIONAL AND INTERNATIONAL LAW - CODE OF CONDUCT - CURRENT TECHNICAL STANDARDS

1. The Supplier shall comply with all legal provisions and official regulations in force, in particular on the subjects of occupational safety, health, energy, environment and safety. He shall also comply with all national and international economic sanctions (including embargos).
2. We expect our Suppliers to comply with the Code of Conduct of the Buzzi Unicem Group (available at: www.dyckerhoff.com), to share the corporate values set out therein and also to provide these to their own suppliers.
3. The Supplier guarantees that his supplies and services meet the very latest technical standards, the special technical specifications described in the Purchase Order and also his own goods and service descriptions.
4. We expect our Suppliers and service providers to use the most energy-efficient machines possible and that the personnel employed are informed regarding the topics of energy saving and environmentally friendly processes.

VII. ENVIRONMENTAL SUSTAINABILITY - REACH

1. The Supplier shall comply with the statutory prohibitions or restrictions applicable in Germany, the EU and the country of destination regarding the import of hazardous substances.
2. The Supplier guarantees that the substances supplied and used in the contract comply with the REACH Regulation (Regulation (EC) No 1907/2006). He also undertakes to provide proof of compliance to this effect if necessary.

VIII. TESTING FOR DEFECTS - LIABILITY FOR DEFECTS

1. The goods shall be tested within a reasonable period of time after receipt for discrepancies in quality and quantity. A complaint sent to the Supplier, which may also come on our behalf from the final customer/recipient of the goods, shall be punctual if it is received by the Supplier within 10 working days after receipt of the goods. Complaints regarding hidden material defects are also punctual if they are notified to the Supplier within 10 working days after their discovery.
2. Claims for defects shall become time-barred in 24 months unless a longer period is established by law.
3. The limitation period for warranty claims shall be suspended upon receipt by the Supplier of our written notification of defects up until the Supplier rejects our claims or declares that the defect has been rectified or otherwise refuses to continue discussions regarding our claims. The warranty period for replaced and improved parts begins again when the replacement parts are delivered or the defects rectified, unless we had to assume based on the Supplier's conduct that he did not consider that he was required to implement the measure in question but undertook the replacement delivery or defect rectification merely as a gesture of goodwill or on similar grounds.

IX. PRODUCT LIABILITY - INDEMNITY - LIABILITY INSURANCE

1. Where the Supplier is responsible for product damage, he shall be required to indemnify us on first demand against claims for damages by third parties to the extent that the cause lies in his organisation and sphere of control and he is personally liable with respect to third parties.
2. In this context, the Supplier shall also be required to refund any expenses incurred pursuant to Sections 683 and 670 of the BGB arising out of or in connection with a recall action we have implemented. To the extent possible and reasonable we shall inform the Supplier of the nature and extent of the planned recall measures and give him the opportunity to state his position.
3. The Supplier undertakes to maintain product liability insurance with coverage of EUR 2.5 million per insured event (flat sum per personal injury and/or property damage and derived financial loss) or per insurance year, as the case may be; this shall not affect any claims for damages to which we may be entitled beyond this. The Supplier shall send us a copy of the insurance policy whenever we ask him to do so.

X. PROPERTY RIGHTS

1. The Supplier is responsible for ensuring that no rights of third parties are breached in connection with his supply.
2. The Supplier shall indemnify us upon first written demand against any claims brought against us by third parties because of the breach of rights described in the previous point X.1 and compensate us for all the expenses made necessary in connection with the pursuit of such claim. This entitlement stands irrespective of whether the Supplier was at fault. We shall not be permitted to reach any agreements with the third party without the Supplier's consent, in particular, enter into a settlement with that party.
3. This shall not affect any statutory claims beyond this resulting from defects of title in the products supplied to us.

XI. SPARE PARTS

1. The Supplier shall maintain spare parts for the products supplied to us for a period of at least 10 years after delivery.
2. Should the Supplier intend after this period to discontinue production of spare parts for the products supplied to us, he must inform us of this decision without delay. This decision must be taken at least six months prior to the discontinuation of production subject to the previous point XI.1.

XII. ACCESS TO PREMISES

We and/or our affiliates as well as our agents shall have the right to keep us informed at all times about the status of the work at the Supplier. We shall be granted for this purpose access to the Supplier's premises and the relevant order documentation needed for an appraisal of the work, following prior notification and during normal business hours. In the event that subcontractors have been used, the Supplier shall place the same obligations on them.

XIII. PROVISION OF MATERIALS - RETENTION OF OWNERSHIP

1. We shall retain ownership of any parts we provide to the Supplier. Processing or remodelling of the material by the Supplier shall be undertaken on our behalf. If our

retention goods are processed with other items that do not belong to us, we shall acquire co-ownership in the new object in proportion to the value of our object to the other processed items at the time of processing.

2. If the object provided by us is mixed with other items that do not belong to us so that they are inseparable, we shall acquire co-ownership in the new object in proportion to the value of the retention object to the other mixed items at the time of mixing. If the result of the mixing is that the Supplier's object must be regarded as the main object, it is deemed agreed that the Supplier shall transfer co-ownership to us in proportion thereto. He undertakes to preserve the new object free of charge.

XIV. TOOLS

Tools, fixtures and models which we provide to the Supplier or which are finished for contractual purposes and charged separately to us by the Supplier shall remain in our ownership or transfer to our ownership. The Supplier shall label them as belonging to us, store them carefully, protect them from any kind of damage and only use them for contractual purposes. The Supplier shall be required to carry out promptly any necessary maintenance and inspection work at his own expense. He shall inform us without delay of any damage to these items apart from minor damage. He shall return the items to us in good condition upon request when they are no longer needed to perform the contracts he has entered into with us.

XV. CONFIDENTIALITY

We shall retain the property rights and copyright to the illustrations, drawings, calculations and other documents and information we have provided. These shall be kept in the strictest confidentiality and returned automatically after completion of the Purchase Order. Third parties shall be allowed access to them only with our express agreement. The Supplier shall return these documents to us in full at our request when he no longer needs them in the ordinary conduct of business or if negotiations do not lead to the conclusion of a contract. The Supplier shall destroy any copies he has made of these documents in this case; the only exceptions to this are preservation as part of statutory duties to preserve records and the storage of data for security purposes as part of normal data back-ups. The duty to maintain confidentiality also applies after the execution of this contract; it expires when and to the extent that the production know-how contained in the illustrations, drawings, calculations and other documents provided becomes generally known.

XVI. DISPUTE RESOLUTION - APPLICABLE LAW - PLACE OF PERFORMANCE

1. The parties agree that in the event of any disputes arising out of or in connection with this Conditions of Purchase they shall first attempt to reach an amicable settlement through negotiation. If they do not succeed in reaching an amicable settlement, including with the involvement of management, within the time limit of 45 days (or another period agreed in writing by the parties) after the start of negotiations, then mediation proceedings in accordance with the Mediation Rules (*Mediationsordnung*) of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS)*) or conciliation proceedings in accordance with the DIS Conciliation Rules (*Schlichtungsordnung*) shall be conducted. The parties shall agree on one of these two dispute resolution procedures. If they are unable to do so within a period of a further 10 days, mediation proceedings in accordance with the DIS Mediation Rules shall be conducted. The mediator or conciliator must be an officially recognised dispute-resolution office within the meaning of Section 794(1)(1) of the Code of Civil Procedure (ZPO).
2. At the end of mediation proceedings in accordance with Section 8 of the DIS Mediation Rules or conciliation proceedings in accordance with Section 12 of the DIS Conciliation Rules, all disputes shall be definitively decided by a sole arbitrator in accordance with the DIS Arbitration Rules (*Schiedsgerichtsordnung*) without recourse to the ordinary courts of law.
3. The place of the mediation or conciliation proceedings and the arbitration proceedings shall be Wiesbaden. The language of the proceedings shall be German or English depending on the language used in the Purchase Order.
4. The applicable substantive law is German law.
5. Place of performance shall be the delivery destination we have specified.

XVII. SUPPLEMENTARY PROVISIONS

1. In the event that our Purchase Order and these Conditions of Purchase do not contain any provisions, the statutory provisions shall apply.
2. Should one of the clauses agreed herein be fully or partially invalid, this shall not

affect the validity of the rest of the Conditions of Purchase.

3. The Supplier agrees that we store and process personal data (name, address and invoice data) in accordance with our "Information regarding the processing and protection of personal data for employees of business partners, for customers and for suppliers of Dyckerhoff GmbH". The current version could be downloaded from <https://www.dyckerhoff.com/privacy-statement>.