General Purchasing Terms and Conditions Heidelberg Materials AG

I. General

1. The following General Purchasing Terms and Conditions shall exclusively govern our purchase orders and shall therefore be subject matter of the purchasing agreement. Other terms and conditions of the supplier shall not be part of the agreement, even if we do not expressly object to them or we are aware of the supplier's contrary terms and conditions and accept the goods without reservation.
2. All orders, consents and side agreements as well as any subsequent contractual amendments shall be valid only if they have been mutually confirmed in writing. Modifications of this clause shall also be made in a written form.
3. Supplementary terms and conditions shall apply to assembly, maintenance, inspections, repairs and other services.
4. Our General Purchasing Terms and Conditions shall also apply to future transactions with the supplier.

II. Prices

The prices set forth in the order are fixed and include the price for all ancillary services required under the agreement (e. g. freight charges DDP our address Incoterms 2000, packaging, insurance, inspection costs).

III. Delivery time

1. The agreed delivery times are binding and must be unconditionally met. As soon as the supplier perceives that he will be wholly or partially unable to fulfill his contractual obligations or that he will be unable to fulfill his contractual obligations on time, he shall immediately inform us in writing stating the expected duration of the delay and the respective reason.
2. If the supplier does not comply with his delivery/service obligation within the agreed delivery time, he shall be liable as provided by law. Alternatively, we are entitled to a contractual penalty for late delivery.

IV. Warranty

1. The supplier warrants that the goods delivered meet the contractually agreed specifications and qualities, conform to recognized technical rules and to the applicable statutory law and administrative regulations, in particular to the relevant provisions on environmental protection, regulations for the prevention of accidents and for employment protection, and that they are free of any defects which would annul or diminish value or suitability with respect to the customary/contractually prescribed use.
2. If Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (the "REACH-Regulation") in the current version applies to the goods supplied, the supplier warrants that the goods supplied comply with the requirements of the REACH-Regulation (including registration). The supplier shall indemnify us from any claims asserted against us by third parties (including public authorities) due to noncompliance with the requirements of the REACH-Regulation. The supplier is obligated to inform us of any possible amendments of the REACH standards concerning delivery items (i.e. modified safety data sheet) immediately and unrequested.
3. We are entitled to the warranty claims provided by applicable law, unless agreed otherwise individually between the parties in writing. We reserve the right to claim damages in addition to the right to claim supplementary performance. In the event of supplementary performance (removal of defects or subsequent delivery), the supplier shall bear all costs necessary for the removal of defects or subsequent delivery. A claim for damages also includes indirect, consequential and financial damages incurred by us in causal connection with the delivery of defective goods, unless supplier acted without fault.
4. The warranty period, which is regulated by law, shall apply. For a repaired or replaced part, a new warranty period will apply for the same period of time as for the original part.
5. The supplier shall establish and maintain a recognized quality assurance system and shall substantiate this upon our demand.
6. In light of the quality assurance obligations of supplier pursuant to section IV.5, goods are to be inspected only with regard to their type and quantity and for externally visible damage caused by transportation upon their arrival. Buyer will notify defects in quality without undue delay and latest within 10 days upon discovery. Insofar, supplier waives the defense of the delayed notification of defect.

V. Third party rights, industrial property rights and design

1. The supplier warrants that the goods delivered are free of third party rights including, in particular, third party

industrial property rights such as patents, designs, trademarks and trade names. Supplier agrees to hold harmless and indemnify us against any claims of infringement of any proprietary right and against any resulting damages or expenses caused by the use or sale of the goods in accordance with the contract and immediately upon our first written demand.

2. Designs, drawings, models, statistical profiles, data carriers and the like as well as any materials furnished by us shall remain our property. They are protected by copyright, and neither they nor other goods produced using them may be given to third parties without our permission. Neither may they be used by third parties or used for advertising purposes even after the expiration of the contractually established period during which damages may be awarded for breach of contract. Furthermore, any such conduct entitles us to withdraw from the contract.

VI. Insurance

The supplier shall arrange at his own cost a liability insurance policy sufficient to cover damages caused by himself, his employees, his agents or the delivered goods themselves. The supplier shall, at our request, notify us the amount of coverage with regard to each damaging event.

VII. Shipping instructions

The supplier agrees to select the transportation method that is most appropriate and at lowest cost to us.

VIII. Invoicing and payment

1. Unless the purchasing agreement provides otherwise, invoices showing the value added tax identification number must be submitted to Heidelberg Materials AG, c/o HMS GmbH BUK 0010, 69178 Leimen after delivery or performance.
2. The supplier shall be responsible to specify our order number on all invoices, shipping documents and in all other correspondence. If he fails in doing so, the supplier shall bear any disadvantages resulting from this.
3. Payment deadlines shall begin to run from the time stated, but no earlier than after delivery/performance as per contract and receipt of a proper invoice.
4. Payment shall not be deemed as a consent to terms and conditions and prices. The time of payment shall not affect the supplier's warranties and the right to file a complaint in respect of a defect of goods.
5. Unless otherwise expressly agreed in writing, we shall effect payment within 21 days from the day of delivery and receipt of the invoice with 3 % prompt payment discount.

IX. Force majeure

Force majeure, including war and similar events as well as business disruptions of all kinds, strikes, lockouts and other causes or events which lead to a restriction or suspension of our business operations, shall entitle us to postpone our duty to accept delivery or wholly or partially withdraw from the contract. Postponement or withdrawal does not entitle the supplier to claim for any damages.

X. Supplier Code of Conduct, Regulatory Compliance and Cooperation Obligations

1. We have described and set out our understanding of internationally recognized guidelines for sustainable development and fundamental environmental, labor and social standards in our Supplier Code of Conduct, available at www.heidelbergmaterials.com/en/purchasing. The Supplier confirms that it is aware of and will comply with its obligations under our Supplier Code of Conduct. We reserve the right to terminate the contract - where appropriate, upon written notice - if the Supplier violates the standards and provisions contained in our Supplier Code of Conduct. Furthermore, we expect the Supplier to ensure that its employees and subcontractors likewise comply with the provisions of the Supplier Code of Conduct.
2. The Supplier warrants that the products, services, materials, components and packaging supplied comply with all applicable legal, regulatory and governmental requirements in their respective current versions. This applies in particular to laws, regulations, governmental directives and other binding provisions of the European Union and its Member States, as well as of the relevant countries of manufacture, supply, import, export or destination, relating to products, environment, sustainability, circular economy, digitalization, human rights and supply chains.
3. Upon request, the Supplier shall promptly and free of charge provide Heidelberg Materials with all information, data, evidence, declarations of conformity, technical documentation, registration data, certificates, markings and other documents that Heidelberg Materials requires to fulfill its own legal or regulatory obligations or to verify compliance with the requirements of this Section X. At the request of Heidelberg Materials, the Supplier shall provide reasonable support in connection with governmental inquiries, audits, conformity assessments, and the preparation of reports and evidence required by law or regulation. In addition, upon request, the Supplier shall actively support Heidelberg Materials in adapting product designs to comply with applicable legal requirements.
4. The Supplier shall promptly notify Heidelberg Materials in writing as soon as it becomes aware of circumstances

that may lead to a limitation or loss of, or risk that the deliveries or services may fail to meet, regulatory conformity requirements.

5. To the extent that the deliveries or services concern packaging, packaging components, products, components or materials that are subject to statutory information, labeling, registration, documentation, traceability, sustainability, circular economy or conformity requirements, the Supplier warrants full compliance therewith and shall provide Heidelberg Materials in a timely manner with all information and evidence required for this purpose, particularly in connection with packaging, product conformity, sustainability requirements, circular economy requirements, digital product information and comparable regulatory requirements.
6. If the Supplier culpably breaches the obligations set forth in the preceding Sections X.2 through X.5, it shall indemnify Heidelberg Materials against any resulting third-party claims as well as governmental measures, fines and reasonable costs associated therewith.

XI. Place of performance, applicable law, jurisdiction, data protection and binding version of Purchasing Terms and Conditions

1. The place of performance shall be the place to which goods are to be delivered or at which performance is to be rendered.
2. The agreement and these conditions shall be governed by German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German provisions on conflicts of law (IPR).
3. Any disputes arising out of or in connection with the contractual relationship shall be submitted to the jurisdiction and venue of the courts of Heidelberg or, at our discretion, to the general jurisdiction of the supplier.
4. In case that we process personal data within the scope of the contractual relationship or in the course of contract negotiations, we do so in accordance with the legal requirements, in particular in compliance with the Datenschutzgrundverordnung (General Data Protection Regulation) and the Datenschutzanpassungs- und Umsetzungsgesetz EU (Data Protection Adaptation and Implementation Act EU). Further information can be obtained from our information sheet “Data Protection Information for our Business Partners” which is published on our website www.heidelbergmaterials.com/en/purchasing and which you can receive from us on demand.
5. These General Purchasing Terms and Conditions are executed in both the German and the English language. Unless otherwise expressly agreed in writing, the English version of these General Purchasing Terms and Conditions shall serve for information purposes only. In the event of any inconsistency between the German and English version, the German version shall prevail.

XII. Severability

Should any provision in these General Purchasing Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.

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