GENERAL TERMS AND CONDITIONS OF PURCHASE

HOLCIM (DEUTSCHLAND) GmbH

SEPTEMBER 2023

General Terms and Conditions of Purchase of Holcim (Deutschland) GmbH

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1. General, scope of application

1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "*GPC*") shall apply to all business relationships of us, Holcim (Deutschland) GmbH and its affiliated companies within the meaning of Sections 15 et seq. German Stock Corporation Act (“*AktG*”), with our business partners and suppliers (hereinafter referred to as "*Supplier*").

1.2. These GPC shall apply to all orders placed by us for works, services and deliveries (hereinafter also referred to collectively as "*Goods*") irrespective of whether the Supplier manufactures the Goods itself or purchases them from his suppliers (Sections 433, 650 para. 1 German Civil Code (“*BGB*”)).

1.3. The GPC in their respective version shall also apply as a framework agreement for future contracts with the same Supplier without us having to refer to them again in each individual case.

1.4. These GPC shall apply exclusively. Any deviating general terms and conditions of the Supplier are hereby rejected; these shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Supplier's deliveries or services without reservation and the Supplier's general terms and conditions have been made known to us.

1.5. Individual agreements with the Supplier in individual cases (including additional agreements, supplements and amendments) shall prevail over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

1.6. Legally relevant declarations and notifications to be made to us by the Supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal from the contract) must be made in writing to be effective (email is sufficient).

1.7. References to statutory provisions are only clarifications. Even without such a clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GPC.

1.8. Insofar as we refer to terms from the INCOTERMS, these are the INCOTERMS of the International Chamber of Commerce (ICC) in the version applicable at the time the reference is made.

2. Quality management

2.1. The Supplier is obliged to perform and maintain an effective quality management and to bring prove for this to us upon request.

2.2. At our request, the Supplier shall apply a quality management system in accordance with ISO 9000 ff. or equivalent. We shall be entitled to inspect this quality management system either by ourselves or through third parties commissioned by us.

3. Occupational health and safety

3.1. For us, occupational safety is an essential part of our business philosophy. Insofar as the Supplier has to provide its services in whole or in part on our business premises, it is obliged to comply with the applicable "General Occupational Health and Safety Regulations for External Companies" (“*Allgemeine Arbeitsschutzbestimmungen für Fremdfirmen*”) in the version applicable at the time of the provision of the service; the current version is available online at https://www.holcim.de/de/sicherheitsbestimmungen. Furthermore, the Supplier shall be obliged to comply with the applicable safety regulations (available online at https://www.holcim.de/de/sicherheitsbestimmungen) and to familiarize itself with them

prior to rendering the service owed by him. Should these regulations change during an existing agreement with the Supplier, we will inform the Supplier of the updated version in text form.

3.2. The Supplier and persons assigned by the Supplier are also obliged to follow the instructions of our employees.

3.3. The Supplier and persons assigned by the Supplier must complete a training program on occupational safety before entering our business premises. This training program is offered by us as an online training. We will send the link to participate in the training to the Supplier after conclusion of the contract. The time required for the training will not be compensated by us. After successful completion of the training, it is possible to print out a certificate. The Supplier is responsible for ensuring that every person assigned by him personally completes this training and will instruct these persons to carry the certificate with them each time they enter our business premises. If a person should be present without a certificate, we are entitled to ban this person from the premises. The Supplier shall compensate us for all resulting damages. The training does not release the Supplier from its own contractual or legal obligations, in particular to properly instruct the persons assigned by the Supplier.

3.4. The Supplier ensures to comply with the regulations set forth in Sections 3.1 - 3.3. Should the Supplier violate any of the aforementioned regulations, we shall be entitled - irrespective of other claims - to terminate the contractual relationship without notice.

3.5. For reasons of safety, the Supplier ensures that a communication in German (in spoken and written form) is possible at all times with the Supplier or the persons assigned by the Supplier.

3.6. The Supplier ensures that only professionally qualified persons are assigned by the Supplier.

3.7. The employees and subcontractors assigned by the Supplier as well as the persons assigned by them must in particular have the qualifications, skills and professional expertise required to perform the services. In addition, the Supplier ensures that the employees, subcontractors as well as the persons assigned by them are equipped with the required work equipment and the mandatory personal protective equipment at all times.

4. Code of Conduct for Suppliers

4.1. The supplier agrees to comply with the requirements of the Supplier Code of Conduct ("Verhaltenskodex für Lieferanten") drawn up by Holcim (available at: www.holcim.de/einkauf).

4.2. We are entitled to check the Supplier's compliance with the requirements specified in our Code of Conduct for Suppliers. The inspection may be carried out by means of a self-assessment requested by us or by means of an on-site inspection carried out by us or a third party commissioned by us. Upon request, the Supplier is obliged to provide us with the information required for the inspection without delay and free of charge. We may carry out the inspection at the Supplier's business premises during normal business hours after we have notified the Supplier of such inspection within a reasonable period of time. We shall ensure that the inspections are only carried out to the extent necessary in order not to disproportionately disrupt the Supplier's operations as a result of the inspections.

5. List of services, offer and conclusion of contract

5.1. Each offer of the Supplier is free of charge and non-binding for us. No costs shall be incurred by us for the preparation and/or drawing up of an offer by the Supplier.

5.2. If we use a performance specification ("*Leistungsverzeichnis*"), the Supplier shall apply this as the basis for its offer. Changes to the performance specification are not permitted. In the offer, the Supplier shall clearly indicate alternative proposals to our request and point out anything that, in the Supplier`s view, requires clarification. Insofar as the Supplier has reservations about the specifications of delivery of Goods or other services contained in our performance specification, in the offer or in the order, the Supplier shall inform us of these reservations at least by e-mail before the conclusion of the contract and wait for our decision as to whether, in view of these reservations, the specifications should nevertheless be adhered to. This shall apply in particular in the event of concerns regarding

- the suitability of the specified Goods and/or other specified services for the (i) use stipulated according to the request or order or (ii) for the customary use and/or
- the compatibility of the specifications with legal, regulatory or professional association ("*Berufsgenossenschaften*") requirements, and
- compatibility with the generally recognized rules of technology ("*anerkannte Regeln der Technik*").

If the Supplier does not notify us of such concerns in a timely manner or does not wait for our decision, the Supplier shall not be entitled to invoke that the specifications requested by us were defective.

5.3. Our order shall be deemed binding at the earliest upon submission of a written (also by fax or e-mail) or electronic transmission or by a confirmation in the aforementioned form. The Supplier must point out obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance of the order.

5.4. The Supplier is required to confirm our order in writing within a period of ten (10) business days or, in particular, to execute it without reservation by dispatching the Goods (acceptance of the order). A delayed acceptance of the order shall be deemed a new offer and requires acceptance by us.

6. Information procurement Supplier

6.1. The Supplier is obliged to inspect the locations and structures, access routes, installation sites for work machines and scaffolding that may be relevant for the performance of the service before conclusion of the contract and to familiarize itself with the local conditions and to coordinate any ambiguities with us. We shall grant the Supplier a corresponding opportunity for inspection and provision of the information required for the submission of the offer, insofar as this is possible for us by reasonable means. If the Supplier fails to carry out such an inspection, it cannot later refer to circumstances which would have been recognized during this inspection.

6.2. If the Supplier requires documents, declarations of consent or other information from us, it must request these from us in a timely manner, with a lead time of at least two weeks.

7. Use of third parties / sub-suppliers

7.1. The Supplier shall not be entitled to perform a service in whole or in part by third parties without our prior written consent. If we grant such consent, the Supplier shall remain responsible for the proper performance of the contract.

7.2. The Supplier shall only use professionally qualified third parties.

8. Performance, delivery, transfer of risk, default of acceptance

8.1. The Supplier shall bear the procurement risk for its services unless agreed otherwise in individual cases.

8.2. The Supplier is obliged to comply with all mandatory technical and other regulations and findings existing at the time of the performance of its services.

8.3. A delivery or performance of services shall be made within Germany "free domicile" ("*frei Haus*") to the place specified in the order. A delivery or performance of services from abroad to Germany shall be made DDP agreed place of destination in accordance with INCOTERMS. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business in Hamburg. The respective place of destination is also the place of performance (obligation to deliver at the creditor's place of business, "*Bringschuld*").

8.4. We accept partial deliveries only after an express agreement. The remaining quantity is to be listed on the delivery bill. Further legal claims remain unaffected.

8.5. The delivery must be accompanied by a delivery bill stating the date (issue and dispatch), the content of the delivery (article number and quantity) and our order identification (date and order number). If the delivery bill is missing or incomplete, the Supplier shall be liable for any delays resulting therefrom.

8.6. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance (see Section 8.3). If an acceptance ("*Abnahme*") has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the German law on contracts for work and services ("*Werkvertragsrecht*") shall apply mutatis mutandis in the event of an acceptance ("*Abnahme*"). Delivery shall be deemed to have taken place if we are in default of taking over of the Goods ("*Annahmeverzug*").

8.7. The statutory provisions shall apply to the occurrence of our default of taking over of the Goods ("*Annahmeverzug*"). The Supplier must expressly offer us his delivery or services even if a specific or determinable calendar date has been agreed on for an action or cooperation act on our part. If we are in default of taking over of the Goods, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions. If the contract concerns an item to be manufactured by the Supplier that is individually specified (custom-made production, "*unvertretbare Sache*"), the Supplier shall only be entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

9. Delivery time - contractual penalty for delay

9.1. The delivery time specified in the order is binding. Early deliveries are only permitted if we have agreed to them in writing (email is sufficient).

9.2. The delivery shall only be deemed to have been made in full when we are in possession of the necessary documents, in particular inspection books/certificates, certificates and assembly lists, spare parts lists as well as operating regulations and/or agreed analysis results. The Supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to the Supplier which indicate that the stipulated delivery time cannot be met.

9.3. If a time is determined for the delivery and/or services according to the calendar or can be determined according to the contract, the Supplier shall be in default upon expiry of this day, without a reminder being required on our part.

9.4. In the event of a delay in delivery for which the Supplier is responsible, we shall be entitled to demand from the Supplier 0.2% of the total contractual amount for each completed day, but not more than 5% of the total contractual amount, i.e. the net remuneration owed after the execution of the entire contract for the services owed up to

that date. The contractual penalty shall be credited against the default damages owed by the Supplier. We reserve the right to claim the contractual penalty through to the final payment.

10. Acceptance of services

10.1. If an acceptance of the service ("*Abnahme*") is required, this can only be carried out expressly, in no case tacitly. Acceptance of the service shall take place after complete and proper fulfillment of all contractual services (final acceptance) on an acceptance report to be provided by us. The assumption of final or partial acceptance is excluded and therefore commissioning without final acceptance does not constitute acceptance of the service. The Supplier must apply for the final acceptance in writing. The Supplier shall send an authorized representative to the acceptance of the service.

10.2. We may refuse final acceptance unless the defects claimed are insignificant. In this case, a new final acceptance shall take place following the elimination of these defects.

11. Prices and terms of payment

11.1. The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.

11.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

11.3. The Supplier shall issue one invoice per order. Each invoice shall contain the order number specified by us, the respective order item and, if applicable, the material number used by us. The invoice must be accompanied by proof of performance of the services and other verification documents.

11.4. At our request, the Supplier shall prepare the invoice in electronical form in accordance with the requirements of the German Value Added Tax Act ("*UStG*"). Optionally, we may request that the Supplier, by also stating the order number, sends the invoice in writing to the invoice address stated in the order.

11.5. Unless otherwise agreed between the Supplier and us, the following shall apply: The agreed price shall be due for payment within thirty (30) calendar days from complete delivery and performance of services (including any agreed acceptance of services) and receipt of a proper invoice. If we pay within fourteen (14) calendar days, the Supplier shall grant us a discount of three percent (3%) on the net amount of the invoice. Our payments shall be made by bank transfer. Payment shall be deemed to have been made in due time if our bank transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

11.6. Payment periods shall commence at the earliest upon delivery of the Goods or acceptance of the service and receipt of a proper invoice. For a proper invoice, in particular the terms set forth in Section 11.3 shall be complied with.

11.7. We do not owe any interest payable from the due date ("*Fälligkeitszinsen*"). Unless otherwise agreed in these GPC, the statutory provisions shall apply to the occurrence of our default, however a written reminder by the Supplier shall be required in each case.

11.8. We shall be entitled to rights of set-off and retention to the extent permitted by law. Discount deduction is also permitted if we offset or withhold payments in an appropriate amount in the event of defects.

12. Confidentiality, retention of title and need for consent for labeling as reference customer

12.1. We reserve title and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents provided by us. Such documents are to be used exclusively for the contractual performance and are to be returned to us after completion of the contract. The documents shall be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected.

12.2. The foregoing provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Supplier for manufacturing purposes. Such items shall - as long as they are not processed - be stored separately at the Supplier's expense and insured at the Supplier's expense to a reasonable extent against destruction and loss. The Supplier shall identify them as our property, store them carefully, insure them to a reasonable extent against damage of any kind and use them only for the purposes of the contract. Any processing, mixing or combination (further processing) of provided items by the Supplier shall be carried out for us. The same shall apply in the event of further processing of the supplied Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

12.3. The costs of maintenance and repair of tools and models provided by us to the Supplier shall be borne equally by us and the Supplier, unless otherwise agreed. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to improper use on the part of the Supplier, its employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify us immediately of any damage to such tools and models which is not merely insignificant. Upon request, the Supplier shall be obliged to return them to us in proper condition if they are no longer required by it for the performance of the contracts concluded with us.

12.4. The transfer of ownership of the Goods to us shall be unconditional and regardless of the payment of the price. If, however, in individual cases we accept an offer of the Supplier for transfer of ownership conditional on payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the Goods delivered. We shall remain authorized to resell the Goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the claim arising therefrom. This excludes all other forms of retention of title, in particular the extended retention of title (“*erweiterter Eigentumsvorbehalt*”), the passed-on retention of title (“*weitergeleiteter Eigentumsvorbehalt*”) and the retention of title extended to further processing (“*auf die Weiterverarbeitung verlängerter Eigentumsvorbehalt*”).

12.5. The Supplier may only name us as a reference customer if we have expressly agreed to this in advance.

13. Technical documentation

13.1. Documents provided by us must be checked by the Supplier for completeness and for their functionality for the intended use before the start of production. All dimensions and specifications are to be checked. If corrections are necessary, we will make them and provide the Supplier with new documents. Any missing drawings, documents etc. must be requested from us by the Supplier in writing without delay.

13.2. The manufacturing equipment provided by us as well as the manufacturing equipment manufactured by the Supplier according to our specifications/documents, such as dies, gauges, matrices, models, samples, tools, molds, welding templates, data processing

programs and the like, may only be used by the Supplier for the execution of our orders. The Supplier may neither use this manufacturing equipment for his own purposes nor offer or make them accessible to third parties.

13.3. Documents of all kinds which we require for the planning, use, installation, assembly, processing, storage, operation, maintenance (inspection, servicing, repair) of the delivery item shall be made available to us by the Supplier in good time, in full and without being requested to do so, and free of charge.

13.4. The Supplier shall send us free of charge the drawings, calculations and other technical documents relating to the delivery item corresponding to the actual design in the required amount in German (written/paper form) and in common DIN form or on data carriers. This includes in particular storage, assembly and operating instructions as well as documents for inspection, maintenance and repair of the delivery item. They must be copyable and correspond to a common data format. The Supplier shall update the documents upon request.

14. Keeping spare parts ready

14.1. The Supplier is obliged to keep spare parts in stock for a period of at least four (4) years after delivery, unless we have agreed otherwise with the Supplier.

14.2. If the Supplier intends to discontinue the production of spare parts for the products delivered to us with or after the expiry of the period stipulated in Section 14.1, it shall notify us thereof without undue delay after the decision on the discontinuation. This decision must be at least six (6) months prior to the discontinuation of production.

15. Packaging and waste

15.1. Packaging material remains the ownership of the Supplier, unless otherwise agreed. The proper disposal of the packaging material is the responsibility of the Supplier and shall be at his expense. The Supplier shall, at our request, collect or arrange for third parties to collect at the place of destination all secondary packaging, transport packaging and sales packaging incurred.

15.2. Old facility components, replaced parts and facility and electrical scrap remain in our ownership.

15.3. The Supplier shall carefully safeguard our interests during shipment. The Goods shall be packed in such a way that transport damage is avoided. The Supplier shall be liable for damage resulting from improper packaging.

16. Nature of the Goods or services, rights of use and exploitation and proof of origin

16.1. At the time of transfer of risk, all services provided by the Supplier must comply with the quality characteristics of our order and be suitable without restriction for the customary period of use and the use stipulated in the contract. If no use has been specified, the services must be suitable for the customary use.

16.2. The Supplier warrants that the deliveries and services comply with the state of the art and - if relevant - with the generally recognized state of the art in safety technology, occupational medicine and hygiene, are performed by qualified personnel and are in compliance with all relevant legal provisions.

16.3. The Supplier warrants that the Goods delivered by the Supply comply with the samples, patterns and descriptions provided by the Supplier.

16.4. A Supplier of raw materials, auxiliary materials or operating materials is obliged to inform us in good time before changing sources of supply, recipes or production methods.

16.5. If machinery, equipment and facilities are the subject of the delivery, they must comply with the requirements of the special safety regulations for machinery, equipment and facilities valid at the time of performance of the contract and bear a CE mark.

16.6. The Supplier warrants to us that the delivery and use of the Goods or the utilization of the service rendered does not infringe any third-party rights. If claims are asserted against us by third parties due to a possible infringement of rights, the Supplier shall indemnify us against all costs.

16.7. The Supplier shall grant us the right of use and exploitation of all plans, drawings, graphics, calculations and other documents relating to the contract (hereinafter referred to as "*Results*") in all known media forms including electronic media, internet and online media, on all image, sound and data carriers, unlimited in terms of space, content and time and freely transferable. In particular, we shall have the right to exploit, reproduce, distribute, modify and further develop the Results in whole or in part, to have the aforementioned activities carried out by third parties and to grant third parties the same full rights of use and exploitation of the Results, including any modifications and further developments made in the meantime. The Supplier shall grant us the right of use and exploitation of the Results to the extent described above also for types of use not yet known at the time the order is placed; in this respect the statutory provisions shall apply.

16.8. The Supplier shall provide us with any proofs of origin requested by us with all the necessary details and duly signed without delay. The same shall apply to proof of foreign and intra-European Union deliveries for value added tax purposes.

17. Defective delivery / service and compensation

17.1. The Supplier warrants to perform all deliveries and services free of material defects and defects of title.

17.2. The statutory provisions shall apply to our rights in the event of material defects and defects of title of the Goods (including wrong delivery and short delivery as well as improper assembly, defective assembly, operating or operating instructions) or of the services provided and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below.

17.3. We are not obliged to inspect the Goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 para. 1 sentence 2 BGB, we shall therefore also be entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

17.4. The statutory provisions (Sections 377, 381 of the German Commercial Code ("*HGB*")) shall apply to the commercial obligation to examine the Goods and to give notice of defects, subject to the following:

17.4.1. Our obligation to inspect shall be limited to defects which become apparent during our incoming Goods inspection by external examination including the delivery documents as well as during our quality control by sampling (e.g. transport damage, wrong and short delivery). Insofar as acceptance of the service has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case.

17.4.2. Our obligation to give notice of defects that were discovered later on remains unaffected.

17.4.3. In all cases, our complaint (notice of defect) shall be deemed to have been made without undue delay and in due time if we notify the Supplier thereof within eight (8) business days (the days Monday to Friday shall be deemed to be business days). A notification by fax or e-mail shall be sufficient. The date of dispatch of

the notification to the Supplier shall be decisive for compliance with the deadline. Insofar, the Supplier waives the objection of a delayed notice of defects.

17.5. If there is a defect, we may, at our discretion, demand rectification of the defect or subsequent performance within a period to be set by us.

17.6. If immediate rectification of the defect is not possible due to our operating conditions, the Supplier shall be obliged to provide a provisional improvement without delay, insofar as the expense for such provisional improvement is not grossly disproportionate in relation to our interest in such provisional improvement. The final rectification of defects shall be carried out as soon as the operating conditions permit.

17.7. If similar defects occur in more than 5% of the delivered parts of the same type (serial defects), we shall be entitled to reject the entire existing delivery quantity as defective and to assert the statutory and contractually agreed defect claims for the same.

17.8. Any costs for removal and installation incurred in the course of rectification shall be borne by the Supplier, irrespective of whether the Supplier is responsible for the underlying defect.

17.9. The costs incurred by the Supplier for the purpose of inspection and rectification (including any removal and installation costs) shall be borne by the Supplier even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

17.10. If the Supplier fails to meet its obligation to remedy the defect within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances without delay, if possible in advance.

17.11. Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

17.12. Upon receipt of our written notice of defects by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects our claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin anew. The foregoing shall not apply only in case we had to assume, based on the Supplier's conduct, that the Supplier did not consider itself obligated to undertake the replacement or rectification measure, but only made the replacement delivery or rectified the defect as a gesture of goodwill or for similar reasons.

17.13. If an item delivered to us is defective, but the defect could only be detected at our customer's premises, it shall be presumed in our favor that the defect complained of by our customer was already present at the time of delivery of the Goods to us pursuant to Section 445a BGB, unless the Supplier proves otherwise.

18. Liability and insurance coverage

18.1. Insofar as the Supplier is responsible for product damage, the Supplier shall be obliged to indemnify us against claims for damages by third parties upon first request to the extent that the cause lies within his sphere of control and organization and the Supplier itself would be liable in relation to third parties.

18.2. The Supplier shall maintain sufficient liability insurance at its own expense for damages for which it and its vicarious agents are responsible. The amount of coverage per damage event shall be proven to us upon request.

18.3. The contractual and statutory liability of the Supplier shall remain unaffected by the scope and amount of its insurance coverage.

18.4. We shall not be liable for claims for damages by the Supplier against us, irrespective of the legal grounds, which are based on slight negligence. This exclusion of liability shall not apply to claims for damages based on a breach of essential contractual obligations by us. Essential contractual obligations are obligations the fulfillment of which is a prerequisite for the proper performance of the contract and compliance with which the contractual partner regularly relies on and may rely on. Furthermore, the exclusion of liability shall not apply to cases of injury to life, limb and health. In cases of slightly negligent violation of essential contractual obligations and gross negligence by our vicarious agents, damages shall be limited to compensation for the typical damage foreseeable at the time of conclusion of the contract. Insofar as our liability is excluded or limited, this shall also apply to breaches of duty by persons (also in their favor) whose fault we are responsible for according to the statutory provisions.

19. Limitation

19.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

19.2. Claims for defects shall become statute-barred after thirty-six (36) months, unless the law provides for longer periods. It begins with the handover of the delivery item to us or to the third party named by us at the place of destination. Insofar as an acceptance of service ("*Abnahme*") has been agreed, the limitation period shall begin with acceptance.

20. Cancellation / withdrawal

20.1. We and the Supplier may terminate the contract without notice for good cause. Good cause shall be deemed to exist in particular if

20.1.1. we determine that the Supplier is in breach of the regulations on occupational safety and social responsibility specified in these GPC as well as the requirements from the Code of Conduct for Suppliers;

20.1.2. the Supplier commits a significant breach of duty and fails to remedy the situation within a reasonable period of time set by us after receipt of the written complaint, or

20.1.3. a significant deterioration in the Supplier's assets has occurred which jeopardizes the fulfillment of the contract or the Supplier fails to fulfill its obligation to pay taxes or social security contributions.

20.2. If we terminate a contract for good cause and if it is unreasonable for us to adhere to other existing contracts with the Supplier for the same good cause, we may also terminate other contracts existing at the time of termination and not yet fulfilled against pro rata remuneration for the service already provided. In this case, the Supplier shall not be entitled to any further claims for damages, reimbursement of expenses or remuneration.

20.3. If the Supplier receives documents, records, plans and drawings from us within the scope of the contract or for the purpose of its execution, these must be returned to us immediately in the event of termination. This shall apply accordingly in the event of withdrawal from the contract.

21. Right of set-off and retention

21.1. We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the Supplier arising from incomplete or defective performance.

21.2. The Supplier shall only have a right of set-off or retention on the basis of counterclaims that have been legally established or are undisputed by us.

22. Liability for minimum wage and employee posting law

22.1. The Supplier assures the payment of the respective applicable minimum wage.

22.2. If the Supplier and/or subcontractors commissioned by the Supplier and/or personnel leasing companies commissioned by the Supplier or subcontractors are subject to the scope of application of the Minimum Wage Act and work or services within the meaning of Section 13 of the Minimum Wage Act (“MiLoG”) in conjunction with Section 14 of the Posted Workers Act (“AEntG”) are to be provided by the Supplier, the following regulations shall apply.

22.2.1. The Supplier ensures that Supplier complies with the provisions of the Minimum Wage Act (“MiLoG”) as amended from time to time. The Supplier ensures that Supplier will only commission subcontractors or personnel leasing companies that have provided the Supplier with a written assurance with the above content and have also provided a written assurance that they will in turn demand the same assurance from further subcontractors to be commissioned.

22.2.2. In the event that claims for payment of the minimum wage are asserted against us by an employee of the Supplier or by an employee of a subcontractor engaged by the Supplier as guarantor pursuant to Section 13 Minimum Wage Act (“MiLoG”) in conjunction with Section 14 Posted Workers Act (“AEntG”), the Supplier shall indemnify us against such claims.

22.2.3. The indemnification claim shall become due as soon as one of the aforementioned claims is asserted against us. We shall be entitled to terminate a contract without observing a notice period if we are held liable under a guarantor's liability pursuant to Section 13 Minimum Wage Act (“MiLoG”) in conjunction with Section 14 Posted Workers Act (“AEntG”) within the scope of the services to be rendered under this contract.

22.2.4. In addition, the Supplier shall be liable to us for any damage incurred by us as a result of the Supplier's failure to comply with the above assurance. The Supplier is obligated to provide us at any time upon request with lists of working hours (also retrospectively), the payroll accounting based thereon and proof of proper payment of the employer's social security contributions to the social security institutions.

22.2.5. The Supplier shall be obliged to indemnify us against all claims of its employees, the employees of its subcontractors and all employees of all further subordinate subcontractors and any personnel leasing companies and the social security funds in accordance with Section 1 of the Posted Workers Act (“AEntG”). If the Supplier violates its obligations under the Posted Workers Act (“AEntG”), this shall entitle us to terminate the contract without notice for good cause. The same shall apply if a subcontractor of the Supplier repeatedly violates its obligations under the Posted Workers Act (“AEntG”).

23. Compliance / sanctions

23.1. Compliance

23.1.1. The Supplier is obliged, in principle and in connection with the conclusion and execution of the contract, not to commit any criminal acts. This includes, in particular, the obligation not to commit or to refrain from any actions that could lead to criminal liability due to fraud or breach of trust, insolvency offenses, unlawful conduct against competition, or bribery of persons employed by the Supplier or third parties.

23.1.2. The Supplier shall pass on the aforementioned regulations to its suppliers or sub-suppliers and shall use its best efforts to oblige them accordingly and to verify compliance with the regulations.

23.2. Sanctions / Embargoes

23.2.1. The Supplier ensures that it will at all times render its services owed without violating any economic, trade or financial sanctions or embargoes imposed by the Federal Republic of Germany or the European Union. This shall also apply to economic, trade or financial sanctions or embargoes imposed by the United States of America, the United Kingdom, Switzerland, Canada or Australia, unless they conflict with European or German legal provisions.

23.2.2. The purchase of Goods or services from the Supplier is subject to the condition that (a) there are no obstacles to performance due to national or international export control regulations, e.g. embargoes or sanctions (hereinafter "*Sanctions*") and that now or during the term of the contract (b) neither the Supplier nor its majority-owned participations are or become subject to Sanctions (hereinafter "*Listed Person*") or act directly or indirectly for a Listed Person.

23.2.3. The Supplier further represents and warrants that neither it, nor the persons of its governing body (management/board, executive employees or shareholders holding more than 5% of the voting rights or third parties engaged by Supplier are on OFAC's list of Specially Designated Nationals ("SDN"), the Bureau of Industry and Security's Denied List or any similar list of the United States government or the sanctions lists of the European Union, Switzerland or the United Kingdom.

23.2.4. In the event that the Supplier violates the above provisions, we shall be entitled to withdraw from existing contracts or to terminate them without notice. Further claims remain unaffected by this.

24. Human and environmental protection, climate and sustainability

24.1. The Supplier is obliged to comply with the respective regulations on environmental protection and occupational safety and to work on reducing sustainable effects on people and the environment in its activities. This also applies to all regulations on occupational safety, including the requirements of the competent professional associations (“*Berufsgenossenschaften*”) and other regulatory institutions, as well as the regulations on environmental protection, such as the Federal Immission Control Act (“*BImSchG*”) together with its associated ordinances.

24.2. We expect the Supplier to minimize any negative impact on the environment caused by its services and to comply with the relevant environmental regulations. The Supplier is obliged to take into account the aim of increasing energy efficiency. In fulfilling its work task, the Supplier must ensure that the most energy-efficient, environmentally friendly machines and equipment possible are used.

24.3. In addition, we expect the Supplier to continuously strive to improve the climate and environmental compatibility of its deliveries and services. This includes, in particular, efforts to sustainably reduce the consumption of natural resources (energy, water and raw materials) while taking economic aspects into account, to avoid waste as far as

possible, to recycle it without harm or to dispose of it in a way that is compatible with public welfare.

24.4. The Supplier shall adhere to the minimum concept ("*Minimalprinzip*") in the manufacture and assembly of the delivery items and only use equipment that ensures the highest possible level of energy efficiency.

24.5. Furthermore, when using tools that consume energy (e.g. technical gases, oil, compressed air, electricity, water, light, etc.), the Supplier is obliged to ensure that these are only used for as long as they are required for the fulfillment of the work task and that these are also in perfect condition in each case. If there is a choice of different tools / equipment, the more efficient one is to be used.

24.6. The Supplier shall ensure that its subcontractors also commit to the content of the above clauses and comply with them.

24.7. In the event of a breach by the Supplier of the respective applicable laws, we shall be entitled to set the Supplier a reasonable grace period to fulfill the obligations in question. Should this period expire fruitlessly, we shall be entitled to terminate the contract without notice and to claim damages instead of performance ("*Schadensersatz statt der Leistung*"). The above sentences shall apply mutatis mutandis if a subcontractor used by the Supplier violates applicable laws and the Supplier was aware of this or could have been aware of this. Further claims shall remain unaffected.

25. REACH regulation

25.1. The Supplier is obliged to ensure that all substances contained in the Goods are effectively pre-registered, registered or exempted from registration in accordance with the relevant requirements of Regulation (EC) No. 1907/2006 of 18 December 2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation") for the uses notified by us.

25.2. The Supplier is obliged to ensure that all substances contained or used in its deliveries and services comply with the requirements of the REACH Regulation and is obliged to comply with all specifications under the REACH Regulation.

26. Social responsibility / human rights and environmental requirements

26.1. As part of the Holcim Group, we have joined the United Nations Global Compact and have thus committed ourselves to compliance with the ten (10) basic principles in the areas of human rights, labor, environment and corruption. The Supplier is obliged to comply with these principles and shall ensure that they are also complied with in all respects by the persons employed by it and third parties working for it or commissioned by it. The basic principles can be viewed at: www.unglobalcompact.org.

26.2. The Supplier shall protect the interests and rights of the German Act on Corporate Due Diligence Obligations in Supply Chains ("*LkSG*") (the current version of the LkSG can be downloaded from the following link: English version available at: https://www.csr-in-deutschland.de/SharedDocs/Downloads/EN/act-corporate-due-diligence-obligations-supply-chains.pdf?__blob=publicationFile&v=3). The Supplier shall establish appropriate and effective measures in its business area to ensure that the interests and rights of the LkSG are protected and also ensured by its suppliers.

26.3. Inquiries regarding compliance and social responsibility in the supply chain must be answered by the Supplier within a reasonable period of time. The Supplier shall immediately clarify any risks and violations of human rights and environmental obligations within the meaning of the LkSG and inform us without delay. The Supplier is obliged to cooperate in measures taken by us regarding compliance and social responsibility and to provide truthful and complete information. If necessary, the parties

may agree on additional measures. These may also include training programs and further education of the Supplier to enforce the Supplier's contractual assurances.

26.4. The Supplier is obliged to continuously document the observance of human rights and environmental due diligence obligations within the meaning of the LkSG and to make these available to us upon request - at least once per calendar year - so that we can carry out a risk analysis and check compliance with the aforementioned regulations. The answering of questions sent by us to the Supplier and the permission to interview persons employed by the Supplier shall also be deemed reasonable.

26.5. We shall have the right, upon prior written notice, to conduct audits to ensure the Supplier's compliance with the aforementioned obligations under this clause (hereinafter "*Audit*") either ourselves and/or through commissioned third parties (hereinafter "*Auditor*"). The Supplier shall provide us and/or the Auditor with all data, documents and other information in written, oral and/or electronic form that we and/or the Auditor reasonably request for the Audit.

26.6. If we suspect a violation of a human rights or environment-related obligation by the Supplier or by one of its suppliers of any tier and if we have sufficient indications of a violation of human rights or environment-related obligations in this respect, the Supplier shall be obliged to take and implement appropriate remedial measures or to cause its suppliers to take and implement such measures as reasonably requested by us.

26.7. If we discover a violation of a human rights or environmental obligation by the Supplier or one of its suppliers, we have the right to temporarily suspend the business relationship with the Supplier during efforts to remedy this violation and to withhold payments or services owed.

26.8. We have the right to terminate the contract with immediate effect if (i) the Supplier fails to fulfill its obligations under this Section, (ii) expectations are materially breached, or (iii) the implementation of the remedial action plan has not remedied the breach of a human rights or environmental obligation within a schedule specified in the remedial action plan.

27. Data protection

27.1. The Supplier shall comply with the applicable data protection regulations under the General Data Protection Regulation (“*DS-GVO*”), the Federal Data Protection Act (“*BDSG*”) and other applicable regulations.

27.2. The Supplier may only process personal data for the purpose of fulfilling this contract (intended purpose). The Supplier shall ensure that the persons employed by it only actually access personal data to the extent necessary for the fulfillment of the purpose (data minimization).

28. Choice of law and place of jurisdiction

28.1. The law of the Federal Republic of Germany shall apply to these GPC and all legal relationships between us and the Supplier, to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

28.2. If the Supplier is a merchant within the meaning of the HGB, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Hamburg. However, we shall also be entitled to file a lawsuit at the place of performance of the delivery obligation.

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