

Valid from: 01.11.2023
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Version: 3**GENERAL BUSINESS CONDITIONS – GOODS AND SERVICES**

The following General Business Conditions (hereinafter referred to as „GBC“) govern the relations of companies that belong to the CRH Group in Hungary (Danucem Magyarország Kft. (registered address: 1138 Budapest Váci út 144-150, registration number: 01-09-989683), Transplus (Hungary) Kft. (registered address: 1138 Budapest Váci út 144-150, registration number: 01-09-997401), CRH Business Service Center Ltd. (registered address: 1138 Budapest Váci út 144-150, Cg: 01-09-275556) as a buyer or customer (hereinafter referred to as „Buyer“) and their suppliers as sellers or contractors (hereinafter referred to as „Seller“) in the course of delivery of goods, services or work.

1. Introductory Provisions

1.1 The present GBC govern the rights and duties of the Buyer and the Seller arising from the contractual relationship that originated from an order sent by the Buyer and received by the Seller and the subject of which is delivery of goods, material, services or work (hereinafter together referred to as „goods“ or „services“).

1.2. General terms and conditions of the Seller or any third party shall not be binding even if the Buyer does not expressly object to them. **Any general terms and conditions of the Seller shall become a part of this GBC only if Buyer provides its express statement in writing. In the event of a conflict between the GBC of Buyer and the Seller- duly delivered to and accepted by the Buyer -, the present GBC shall prevail.**

1.3. **The provisions of these GBC in bold may significantly differ from legal regulations or common contract practices. If the Seller does not object to the provisions of these GBC within 48 hours after its receipt by the Buyer, this GBC is considered accepted by the Seller and the Seller acknowledges them as binding on itself.**

1.4. The Buyer, with regard to the specific procurement, requests a quotation from the Seller by issuing a request for a quotation, specifying in detail the required quantity of goods, services, quality, expected delivery deadlines, and delivery terms. The request for a quotation, by itself, does not create an obligation for contract formation on the part of the Buyer.

1.5. The Seller, within 36 (thirty-six) hours of receiving the request for quotation (if this deadline falls on a bank holiday, bank holidays should be disregarded for the calculation), provides a quotation for the service as specified in the request for quotation. If the Seller does not specify a different duration for the binding nature of the quotation in the offer, the Seller is bound by the offer for 30 (thirty) days from the date of receipt by the Buyer.

1.6. The Buyer, based on their own discretion, decides on the acceptance of the offer. In the event of accepting the offer, the Buyer sends a purchase order via email with reference to the current GBC. If the Seller does not raise any objections to the Buyer's submission of the order and the GBC within 48 hours of receiving them, the order and the GBC shall be considered accepted by the Seller. An accepted order is hereinafter referred to as „contract“.

1.7. The subject of the contract is in particular the duty of the Seller to deliver to the Buyer goods or services (hereinafter may be referred as “performance”), hand over documents related to the goods or services (in particular the manual, maintenance instructions, certificate of warranty) and assign title to the goods and services to the Buyer, and the duty of the Buyer to take over goods and services and pay- with deferred payment- the agreed price thereof to the Seller. The Buyer shall be entitled to withdraw from the order prior to delivery. If the Buyer withdraws from the order later than 3 business days from the date of delivery or the performance, the Buyer shall reimburse the Seller's direct and documented costs related to withdrawal, except the contract stipulates otherwise.

2. Type, Quality, Quantity, Time of Delivery

2.1 The Seller is obliged to deliver goods and services of the type, quality group, package, in the quantity, and within the time period as stipulated in the applicable laws, standards, technical norms, the contract or herein.

2.2 The quantity of goods or services stipulated in the contract is binding and the Seller is obliged to deliver it, unless an order states that the quantity is only informative (assumed) and then the Seller is obliged to deliver only the quantity actually ordered by the Buyer during the term of validity of the contract. Provided larger quantity of goods or services is delivered than the quantity stipulated in the contract and the Buyer intends to keep the delivered quantity and refuses to return it, such a delivery shall also be governed by the contract and the present GBC.

2.3 A specific date of delivery of goods and services shall be set forth by the Buyer in the order, otherwise the Seller is obliged to deliver goods and services forthwith upon ordering. The Supplier is obligated to promptly inform the Buyer of any circumstances that may affect the performance, especially those that could hinder or jeopardize timely fulfillment. The Supplier is fully responsible for any damage resulting from the failure to provide such notification or delayed performance.

2.4 Goods and services may be delivered only on working days during the working time of the Buyer from 8 a.m. to 3 p.m. (hereinafter referred to as „working time“), otherwise only in the time agreed upon with the Buyer.

2.5 The type and specification of goods and services are stipulated in the contract or in the price offer of the Seller or in other similar document the contract is referring to and which thus constitutes an annex to the contract.

2.6 The quality of goods and services shall correspond to the contract, relevant valid legal regulations and technical norms related thereto. The Seller shall together with goods and services also submit to the Buyer a relevant conformity certificate issued by a relevant authorised entity, or other similar document if necessary.

2.7. If a quality certificate is missing, the Buyer considers the particular delivery as defective and may refuse to accept the goods. The Buyer can request a new, separately handled delivery, and any additional costs associated with this request shall be borne by the Seller.

2.8. Should the Seller delay the delivery of goods or services or fail to remove the defects within the 10 days period (section 7.3.), the Buyer may seek payment of contractual penalty by the Seller provided it is mutually agreed in the contract. In lack of such agreement, the contractual penalty shall be 0,5% of the total net price of the goods and services for each day of delay. The Buyer may claim damages from the Seller that exceed the amount of the contractual penalty.

3. Place of Delivery, Method of Delivery

3.1 The delivery of goods and services shall take place at the place set forth in the contract, otherwise at the registered seat of the Buyer, or Delivery terms are set forth in accordance with currently valid Incoterms clauses, as the Buyer chooses.

3.2 Contact data for the receipt of goods and services are stipulated in the contract, otherwise only authorized employees of the Buyer are entitled to receive the goods or services.

3.3 Provided the delivery of goods or services is executed by the Seller, the Seller is on the premises of the Buyer obliged to adhere to regulations concerning occupational health and safety (OH&S), fire protection (FP), traffic regulations, and internal regulations of the Buyer on the safety and operation of equipment, and in the presence premises of the Buyer.

3.4 Provided the Seller or its contractual carrier refuses to familiarize with the internal regulations of the Buyer, the Buyer has the right to prevent such a person from entering the premises of the Buyer and may refuse to take over the goods or services. Should the Seller and/or its contractual carriers breach valid legal regulations or internal regulations, the Buyer may expel such persons from the premises of the Buyer.

3.5 Provided the Seller transports the goods, the Seller is prior to leaving the premises of the Buyer obliged to provide for cleaning of the vehicle, and should the road become dirty, the Seller is obliged to forthwith remove the dirt. If the Seller fails to do so, the Seller shall reimburse the Buyer for any expenses that the Buyer incurred in the course of removing the dirt.

3.6 The proof confirming the performance is in particular a delivery note, bill of landing, weight certificate, acceptance certificate, list of works, or other similar document duly signed by an authorized employee of the Buyer confirming receipt of goods and services free of visible defects. Goods or services shall not be deemed received by the Buyer until all listed defects are removed.

3.7 The title to goods shall pass to the Buyer as of the moment of delivery of goods. The performance of the services is confirmed by the signature of the Buyer on the performance certificate document.

3.8 The receipt of goods and the acceptance of the services shall be approved by an employee of the Buyer stipulated in the contract, or an employee of the Buyer whose name was communicated to the Seller by the employee of the Buyer who issued the order.

3.9 Provided the Seller manages the transport of goods to the place of delivery, the Seller is also obliged to provide for continuous unloading of the goods at the place specified by the Buyer.

3.10. The Seller is personally responsible for the manufacture, production of goods, and the provision of services, and may only use a subcontractor with the prior written consent of the Buyer. **The Buyer is entitled to grant, withhold, or withdraw their consent for the Seller's use of a subcontractor based on their own discretion and judgment, and is not obliged to provide a reason for their decision.**

3.11. If the Seller uses a subcontractor, the Seller is responsible for the subcontractor's activities as if the Seller had carried them out personally.

3.12. The Seller is exclusively responsible for any claims and demands of subcontractors employed by the Seller, and there is no legal relationship between the Buyer and the subcontractors.

3.13. The Seller is exclusively responsible for the conduct of any carrier used by the Seller for the delivery of goods to the Buyer's premises.

4. Packaging of Goods

4.1 Goods shall be duly packed in order to be sufficiently protected from damage during transport and unloading. The Buyer is not obliged to return the packing of goods. The Seller is obliged to take the packing of goods if requested to do so by the Buyer.

5. Prices of Goods and Services

5.1 Prices of goods and services are agreed in the contract. Provided they are not agreed in the contract, the parties are bound by purchase prices stated in the price offer of the Seller that the contract refers to and which thus as an annex becomes a part of the contract.

5.2 The purchase price is final and complete, and includes any and all costs of the Seller connected with the production and delivery of the goods and services (in particular transportation costs and necessary material) unless the contract stipulates otherwise. If VAT is not indicated in the offer or the contract, the purchase price shall be increased by the relevant VAT rate pursuant to valid legal regulations. The purchase price may be changed only upon a written amendment to the contract.

5.3 Provided goods or services are delivered outside working hours, the Buyer is entitled to charge the Seller for the costs arising therefrom.

5.4 The purchase price of goods and services shall include demurrage charges during unloading of goods or provision of services at the place of delivery, and also the cost of packaging of the goods or services and any other costs of the Seller in relation to the delivery.

5.5 Provided any defects in goods or services occur, the Buyer may, until the defects are removed by the Seller, withhold the payment for due invoices in the amount equal to the estimated cost of removal of the defects.

5.6 Provided the Buyer withdraws from the contract after partly delivery, the Seller is entitled to receive payment of the

purchase price only for the part of goods or services that was delivered or provided by the Seller before the day of withdrawal.

6. Payment Terms

6.1 The Buyer shall pay the purchase price via a cashless monetary transfer subject to an invoice issued by the Seller after the delivery of goods and services within the due date stipulated in the contract, or in the lack of contractual stipulation within 60 days upon delivery of the invoice to the Buyer. Prior to the issuance of the invoice, the Seller shall apply for a so-called PO-number from the Buyer. The Seller acknowledges that the invoice shall contain also the reference to the PO-number.

6.2. The contracting parties have agreed to issue invoices in electronic format. The contractor undertakes to send invoices exclusively in electronic format as an email attachment to the email address for sending invoices included in the header of the order. The electronic invoice will be in pdf format, while the following rules must be observed:

1 email = 1 invoice, i.e., one email can contain only one invoice, if multiple invoices are sent, each invoice must be sent in a separate email;

- 1 invoice + attachments = 1 pdf file, i.e., the invoice must be sent in one pdf file together with all attachments (confirmations of delivery of goods/services), attachments always follow the invoice itself, invoices must not be encrypted, compressed or locked for printing;

- invoices are sent only electronically, i.e., invoices sent to the above email address will not be sent again in paper form;

Supplier may ask can ask payment-related questions at the email address specified in the order.

6.3 Provided the Buyer is in default with payment of the purchase price or other monetary obligation arising from the contract, the Seller is entitled to request from the Buyer payment of the default interest in the amount set forth in the Hungarian Civil Code. **Any other amount of default interest or any other sanctions or contractual penalties for the delay of the Buyer in the payment of the purchase price that are stipulated in annexes to the contract, e.g. in the price offer of the Seller or in a similar document shall not apply and are invalid.**

6.4 Every invoice shall, besides particulars set forth by valid legal regulations, at all times contain the number of contract and have a document on the receipt of goods and services signed by the Buyer attached as an annex thereto. Provided the invoice contains incorrect data or does not contain the data required by valid legal regulations or the present GBC (particularly the number of contract, the PO number, or the invoice is not sent via e-mail), the Buyer is entitled to return the invoice to the Seller for correction, and a new maturity period starts to lapse from the day of delivery of the corrected invoice. In case of such return, the Buyer does not fall into payment delay.

6.5 The Buyer may withdraw from the contract or an unexecuted part thereof provided the Seller fails to deliver goods or services duly and timely, particularly within the agreed periods and in agreed quantity.

6.6 The Buyer may set off any receivable that the Buyer has against the Seller arising from the contract or the present GBC against any receivable (arising even from any other contractual relations). **The Seller is not entitled to apply set-off regarding its payment obligations to the Buyer.**

6.7 **The assignment of any of the Seller's receivables against the Buyer resulting from the contract is only possible with prior written consent from the Buyer.**

7. Liability for Defects and Reclamations

7.1 The Seller is liable for the defects in goods in terms of valid and relevant legal regulations.

7.2 **The Seller shall provide the Buyer with warranty for the period of 24 months after the delivery of goods or services, unless expressly stipulated otherwise in the contract.** Any other term of warranty period or other provisions on the conditions of warranty different from statutory provisions stipulated in annexes to the contract, e.g. a price offer of the Seller, shall not be applied and are invalid.

7.3 Provided the Seller fails to remove defects within 10 days upon notification thereof, the Buyer is entitled to remove the

defects through other contractor at the expenses of the Seller. If defect removal is not possible, the Buyer shall be entitled to demand the reduction of the counter-value or withdraw from the contract.

8. Force Majeure

8.1 Should any event of force majeure occur (unpredictable circumstances independent of the will of the Buyer), the Buyer is not obliged to accept the goods or services pursuant to the contract. In this case, each party is obligated to bear its own damages.

9. Final Provisions

9.1 Unless the contract stipulates otherwise, the contract and the present GBC shall be governed by the relevant provisions of the Hungarian Civil Code (Act V of 2013). The general terms and conditions of the Seller do not apply to the legal relationship established between the Parties.

9.2 The present GBC constitute an inseparable part of every contract concluded between the Buyer and the Seller, whereas in case of any discrepancy, the contract shall prevail, followed by the present GBC and then other annexes to the contract, e.g. price offer of the Seller or other similar document.

9.3. Any correspondence carried out and agreements made earlier regarding the goods and/or services shall become ineffective.

9.4 The contractual parties agreed that any documents (including invoices) arising from the contract or GBC that are being delivered by and between the contractual parties shall be sent and delivered to the current addresses of their registered seats (or places of conducting business) published in the Registry of Companies (or Trade Registry) on the internet, or to the addresses stipulated in the contract, unless the parties notify each other of the change of address.

9.5 All documents sent by the contractual parties in terms of the contract or GBC shall be deemed delivered no later than after the 5th day upon their dispatch via registered mail to the agreed address regardless of the fact whether the addressee learned of the document or whether the document was at the addressee's disposal. Provided the addressee receives the document before the lapse of the 5th day, such earlier day of receipt of the document by the addressee shall be deemed as the day of delivery.

9.6 Information on the personal data processing:

The Seller confirms that he has read the Privacy Statement, which can be found on the respective Buyer's website: <https://www.danucem.com/privacy-statement> and that the Seller has informed about its contents all data subjects who participate in the preparation and/or performance of the contract and whose personal data will be provided to the Buyer.

9.7 By attaching the Seller's signature to the contract, the Seller grants the Buyer the right to publish the Seller's business name and the fact that the Seller is in contractual relationship with the Buyer, including the name of the project (except for publishing any particular conditions of the contractual relationship) for the purpose of conducting marketing activities of the Buyer.

9.8. Provided the goods or services are deemed as copyrighted work, the Seller hereby grants to the Buyer consent to the usage of the goods and services (licence) in the following extent:

- way of usage: all ways known at the time of concluding the contract,
- scope of the licence: unlimited scope, non-exclusive licence,
- term of the licence: the whole term of the existence of the proprietary rights arising from the copyright,
- fee: free of charge.

9.8 With reference to provisions of the Act no. CXXVII of 2007 on Value Added Tax (hereinafter referred to as „Act on VAT“) stipulating the joint and several liability of the customer for the VAT stated in the invoice of the supplier, the Seller hereby:

- declares that as of the day of entering into the contract there are no reasons based on which the Buyer as the customer shall

become a guarantor of the tax that was not paid by the Seller as the supplier in terms of Section 150 § of the Act on VAT; the Seller further declares that the Seller is not in particular in arrears with any tax duties and there are no reasons to cancel the Seller's registration for VAT pursuant to Section 137 subparagraph 1 of the Act on VAT and section 246 of Act CL of 2017 on the Rules of Taxation (hereinafter referred to as "Act on the Rules of Taxation") and he is not in the list of entities that are subject of possible cancellation of the registration for VAT pursuant to Section 246 1 and section 125 subsection 3 of the Act on the Rules of Taxation maintained by the Hungarian Tax Authority (hereinafter referred to as „List of High-Risk Entities”); and

- undertakes to inform the Buyer in writing of the occurrence of reasons that may lead to the cancellation of the Seller's registration for VAT pursuant to Section 137 subparagraph 1 of the Act on VAT no later than within 3 days upon the occurrence of the aforesaid reasons, and shall also inform the Buyer in writing of the publishing of the Seller's name in the List of High-Risk Entities and state the date of publishing no later than within 3 days upon the occurrence of the aforesaid situation.

9.9 The Seller is obliged to state the fact that its name is published in the List of High-Risk Entities in each invoice issued for the Buyer after the day of publishing of such fact, and also to identify the sum amounting to VAT as subject of risk retention right. Provided the Seller fails to state the information on its publishing in the List of High-Risk Entities and the amount that is subject of the risk retention right in the invoice, the Buyer may return such an invoice to the Seller and request its correction, whereas the new maturity period starts to lapse as of the delivery of the corrected invoice. The Buyer is entitled to retain the sum amounting to VAT from each invoice issued by the Seller after the day of publishing the Seller's name in the List of High-Risk Entities, and also when the Seller fails to fulfil its duties in terms of the previous sentences of this Article.

9.10 The Buyer is entitled to use the retained sum as the means of payment of the Seller's outstanding VAT that the Buyer is obliged to pay instead the Seller as a jointly and severally liable entity in terms of the Act on VAT, including setting off of the sum provided the tax authority uses the excess VAT deduction of the Buyer as a compensation for the Seller's outstanding VAT. The Buyer shall return an unused part of the retained sum or a part returned by the tax authority to the Seller upon the Seller's submission of a confirmation issued by the tax authority stating that reasons for which the Buyer became liable for VAT-payment r ceased to exist or that the Seller already paid its outstanding taxes from the time of conducting business with the Buyer.

9.11 Should the Seller's name be published in the List of High-Risk Entities, the Buyer is also entitled to withdraw from the contract.

9.12 Compliance:

The Seller undertakes to comply with all relevant human rights, health, safety, environmental, anti-bribery and anti-corruption laws (including the UK Bribery Act and the US Foreign Corrupt Practices Act and the laws governing the use of minerals from war conflict zones, where applicable) in the performance of this Contract.

Seller agrees that the provisions of the Business Code of Conduct, Supplier Code of Conduct and Anti-Bribery Policy available at <https://www.danucem.com/hu/sustainability/ethical-behavior-and-management> shall apply to Buyer's business activities, including this Contractual Relationship, and Seller expressly acknowledges that it has read and agrees to comply with the above policies.

The Seller undertakes to act in accordance with the good ethical practices set out in the Code of Business Conduct and expressly agrees to: (i) promote the protection of human rights; (ii) respect the right of association and collective bargaining; (iii) prohibit all forms of forced, compulsory and child labour; (iv) apply the principle of equal opportunity in the recruitment and selection of employees; (v) conduct its business in accordance with best industry practice in health and safety; (vi) promote a proactive approach to environmental challenges; and (vii) cooperate with the Buyer in the area of anti-bribery and anti-corruption.

The Buyer confirms that the selection of the Seller was based on the assumption that none of the above rules will be breached. Any breach by the Seller of any of the obligations set out in this clause shall constitute a material breach of the contract and shall entitle the Buyer to terminate the contract at any time with immediate effect.

The Seller undertakes to cooperate fully with the Buyer in any investigation of any breach of the above rules.

9.13. Both Parties expressly consider the request for quotation, the quotation, the order, and the content of the contract to be trade secrets, and they are only allowed to disclose them to a third party with the prior written consent of the other Party. The Parties' cooperation is also subject to the provisions of the Act No. LIV of 2018 on the protection of trade secrets.

9.14. The Parties treat and safeguard any trade secrets they become aware of in connection with the contract (including its preparation, execution, and any legal enforcement) as confidential. They may only use such trade secrets for the purpose of contract performance and may not disclose them to unauthorized persons or make them accessible. Trade secrets encompass any fact, information, data, or compilation that is not easily accessible to persons who are not involved in the relevant economic activity and whose unauthorized acquisition, use, disclosure, or public release would harm or endanger the legitimate financial, economic, or market interests of the rightful owner. Accordingly, the Parties shall retain and not divulge the trade secrets in their possession without any time limitation, and they shall not make them accessible to third parties.

9.15. The Parties are obligated to treat confidentially any information they become aware of, regardless of the form and medium of its appearance. The Parties may not use the trade secrets they come into possession of during the performance of the contract, whether directly or indirectly, for personal gain or to the detriment of the other Party or its clients.

9.16 The present GBC and the contract shall be governed by the Hungarian law and Hungarian courts are the courts of territorial jurisdiction, unless the contract stipulates otherwise. Any other law or courts that are stated in the price offer of the Seller or in a similar document which is part of the contract are not applicable and are invalid. Provided the contract contains any international element, the court designated according to the seat of the Buyer shall be the court of territorial jurisdiction. Should there be more language versions of the present GBC or the contract, the Hungarian version of the GBC and contract shall prevail.

9.17. The Buyer is entitled to unilaterally modify the GBC, and shall inform the Supplier of the modifications.