

General Terms and Conditions

WHITE CEMENT

These General Terms and Conditions of the company Danucem Slovensko a.s. (hereinafter referred to as "GTC") regulate the relation between Danucem Slovensko a.s. as the seller and its customers as buyers in sales of white cement and special binders and other similar products.

1. Introductory provisions

1.1 These GTC regulate the mutual rights and duties of the seller and buyer, resulting from the contractual relationship, which was established upon the purchase contract concluded between the seller and the buyer, or which was established upon an order of the buyer accepted by the seller (either of listed contractual relationships hereinafter referred to as "contract") subject matter of which is the sale of grey and white cement, hydraulic binders, technical salt and other similar products, (hereinafter referred to as "goods") and the provision of related services, e.g. transport, unloading, packaging (hereinafter referred to as "services"). The delivery of the goods according to an order of the buyer shall be considered as acceptance of the order by the seller but only in part of delivery.

1.2 The subject of the contract is mainly the duty of the seller to deliver the goods to the buyer, submit the documents connected with the goods and to convey ownership rights to the goods to the buyer.

1.3 The subject of the contract is mainly the duty of the buyer to take over the goods and pay the agreed purchase price to the seller.

1.4 The contractual parties may at any time terminate the contract by notice; such a termination comes into effect as of the day of delivery of the notice to the other party even without stating a reason.

2. Type, quality, quantity, time of delivery

2.1 The seller is obliged to deliver the goods in the volume, type, quality, package and term as determined in the contract and in these GTC.

2.2 The volume of the goods stated in the contract is only probable, the seller is not obliged to deliver it and the buyer is not obliged to take it over. In case of delivery of goods in volumes higher than stated in the contract, also this above volume shall be regulated by the contract and these GTC. The volume and term of delivery may be agreed in the contract either as the delivery of an agreed goods volume in agreed terms during the validity of the contract, or as delivery of goods in agreed volumes and terms according to the monthly schedule of goods purchase, according to which the purchase of goods volume is distributed into individual months (hereinafter as "schedule").

2.3 If a schedule is agreed, the parties agreed that provided the buyer does not take over at least 50% of the agreed monthly volume of goods in a particular month according to the schedule, even when the seller temporarily stops delivering the goods due to reasons on the part of the buyer (e.g. credit limit, payment delays), the seller is entitled to adjust the schedule for all following months so that the agreed scheduled monthly volume of goods for the following months is reduced by the percentage of goods that the buyer did not take over in the particular month. If the buyer does not take over at least 70% of the agreed quarterly volume of goods in a particular quarter according to the schedule, even when the seller temporarily stops delivering the goods due to reasons on the part of the buyer (e.g. credit limit, payment delays), the seller is entitled to adjust the schedule for all following months so that the agreed scheduled monthly volume of goods for the following months is reduced by the percentage of goods that the buyer did not take over in the particular quarter.

2.4 As a result of adjustment of the schedule in terms of the contract and GTC, the new schedule shall be sent (even via e-mail) to the buyer and supersedes the previous schedule in full extent as of the day of delivery to the buyer.

2.5 If the buyer does not take over the agreed monthly volume of goods in a particular month according to the schedule (if agreed) even when the seller temporarily stops delivering the goods due to reasons on the part of the buyer (e.g. credit limit, payment delays), the buyer is not entitled to ask for the delivery of such volume of goods in subsequent months.

2.6 The actual goods volume that shall be delivered and the actual term of delivery are determined by the buyer in the goods purchase requirement, which must be in compliance with the schedule, the contract and GTC, and shall contain at least the following particulars: name and volume of goods, term and place of delivery, specification of the person authorised to take over the goods on behalf of the buyer. Only if the goods purchase requirement is accepted (approved) by the seller, the seller shall be obliged to deliver the goods, otherwise the seller shall not be obliged to deliver.

2.7 It is possible to submit goods purchase requirements only within working days on contact data listed on the website of the seller www.crh-white.com and 48 hours in advance at minimum.

2.8 The range of individual goods types (names) is listed on the website of the seller www.crh-white.com.

2.9 Regarding quality, the goods conform to the valid technical norms and other statutory requirements.

2.10 The contract is considered as fulfilled with a tolerance of the delivered goods volume in the range of $\pm 2\%$ in case of bag goods and $\pm 1\%$ in case of bulk goods.

3. Place of delivery, method of delivery

3.1 The delivery of goods to the buyer shall take place according to the contract:

-by making it available at the plant of the seller (Rohožník or Turňa cement plant), without customs clearance for export (clause EXW or FCA),

-its delivery to the place of delivery determined by the buyer, while the seller bears the transportation costs to the place of delivery (clause CPT or DAP).

3.2 The contact data for the goods takeover and filing of requirements for goods takeover are placed on web page www.crh-white.com or directly at plant.

3.3 If mutually agreed the seller also provides for transport of goods. The seller secures the transport of bulk goods by railway in his own Uacs/Raj wagons with 50 t tonnage and of bag goods by railway in Gbgs and Gags wagons with 24 t and 45 t tonnage or by road transport in tank trailers with 28 t tonnage and of bag goods by road transport in trucks with 24 t tonnage. The seller performs the goods transportation by itself or through his contractual transporter.

3.4 In case that the buyer performs the goods takeover from the distribution point of the seller by his own transport or contractual transporter, he is obliged to provide a power of attorney and prove his identity, and secure observation of all the public statutes in the premises of the seller, mainly the regulations related to occupational health and safety (OH&S), fire protection and transportation regulations, and internal regulations of the seller on security and operation of facilities and presence at the premises of the seller.

3.5 In case the buyer or his contractual transporter refuses to get familiar with the internal regulations of the seller, the seller is entitled not to allow entrance to such a person to the premises of the seller. In case of breach of the public statutes or internal regulations by the buyer and/or his contractual transporter, the seller is entitled to lead such a person out/expel from the premises of the seller.

3.6 In case the transport (road) is organized by buyer or his contractual transporter, he is responsible for ensuring of truck cleaning before the truck leaves the plant and in case of pollution of road the buyer is obliged to clean it. If buyer did not do it, he is obliged to pay all the costs related to road cleaning to the seller.

3.7 The document confirming the reception of goods is the bill of delivery, bill of freight or another document issued by the automated Schenck system or bill of freight in case of railway transportation or other relevant documents.

3.8 The ownership right to the goods is transferred to the buyer in the moment of delivering the goods.

3.9 The takeover of the goods shall be confirmed by entitled representative of the buyer stated in the contract or in case of representative absence the goods shall be considered as delivered if handed over to any and all persons to be present on the place of delivery (CPT,DAP) or to driver of transporting vehicle (EXW, FCA). If the buyer denied to take over the goods from the reasons not on the seller's side, the goods shall be considered as delivered in the moment of deny and the buyer is obliged to pay the price.

3.10 In case the seller secures the goods transport to place of delivery, buyer is obliged to provide suitable conditions for fluent unloading of the goods by seller. In case that buyer does not provide suitable conditions for fluent unloading of the goods by seller and prolongs the usual time (60 minutes from arrival) of goods unloading, he obliges to pay charges of detention (delayed unloading) to seller for each, even just started hour over the usual time of goods unloading in amount of EUR 39 excluding VAT unless agreed otherwise in the contract. In the event that it will not be possible at all for the seller's vehicle to arrive at the place of delivery, the seller is entitled to the buyer to pay the price of the entire quantity of goods as well as reimbursement of costs incurred, especially depreciation of goods such as waste and transport.

4. Goods package

4.1 The goods are delivered to the buyer in bulk or in bags of 25 kg each or in big bags (kg agreed in the contract) on EURO pallets.

4.2 In case of bag goods dispatch on EURO pallets of the seller, they will be invoiced to the buyer at the price agreed in the contract.

4.3 The seller is not obliged to repurchase the EURO palettes from the buyer.

5. Price of goods and transportation

5.1 The prices of the goods and services provided by the Seller are determined in the contract, in case it is not agreed in the contract, prices listed in the official price list of the seller and valid at the time of delivery are valid.

5.2 In case of bulk goods delivery by railway in special Uacs/Raj tank wagons of the seller, apart from the price agreed in the contract, the seller also charges for the retransport/move of the wagons according to the tariffs of the railway transporter.

5.3 If otherwise not agreed, the prices in the contract and these GTC are always listed excluding VAT and VAT will always be added to these prices and invoiced according to the legal regulations valid at the time of invoicing.

5.4 In case of goods purchase requirement cancellation by the buyer, the seller is entitled to charge all costs from placing of order till cancellation, to the buyer, mainly transport related costs (useless drive), storage of goods and costs of conveying the goods into silo.

5.5 The goods price agreed in the contract upon clause CPT/DAP includes goods transport to one place of delivery determined by the buyer at full load (vehicle occupancy) of the transporting vehicle (wagon) during working days. If the transporting vehicle is not fully loaded (vehicle occupancy is not full), the seller has the right to charge buyer the additional price of transport according to the contract or the price list. Should there be a request to deliver goods at weekends or state holidays, the seller is entitled to additionally charge to the buyer for increased transportation costs at 99 EUR per vehicle/delivery.

5.6 If production costs of the seller increase or due to other reasons, the seller may once a year unilaterally adjust prices of goods and services and shall notify the buyer thereof (also email notification is sufficient). If the buyer does not agree with the adjusted prices, the buyer is entitled to withdraw from the contract. Provided the buyer sends a request for the delivery of goods after notification of the adjusted prices, it is presumed that the buyer has accepted the adjusted prices of goods and services.

6. Terms of Payment

6.1 The buyer is obliged to pay the purchase price by wire transfer in one of the following ways agreed in the contract:

-upon a pre-invoice in advance before the delivery of goods,

-upon a collection order no later than on the delivery day,

-after the delivery of the goods upon an invoice with a maturity agreed in the contract, which commences as of the day of invoice issue by the seller.

The contracting parties may agree in the contract on a deduction from the purchase price – discount if the buyer pays in advance or will set up a collection order to the benefit of the seller. In case of payment in the form of a collection order, the buyer undertakes to secure enough funds on its account so that the collection of seller's receivables may be exercised fluently and without limitation. The buyer shall register the buyer's assent to the collection from the given account to the benefit of the seller according by his bank and he will arrange for all acts necessary for exercising of collection order in the respective bank. A copy of the assent to the collection order confirmed by the bank sent to the seller becomes an annex to the contract. The buyer assents to the collection of seller's receivables resulting from the contract and the GTC. Provided seller's receivables are not settled in advance or by the means of collection order within the maturity period due to reasons not on the part of the seller, the seller is entitled to dissolve the discount and additionally invoice the unlawfully obtained discount. The seller shall decide on the renewal of the discount.

6.2 If the buyer is in delay with the payment of the purchase price or another financial fulfilment resulting from the contract or the GTC, the seller is entitled to:

a) charge an interest on late payment in the amount of 0.05 % from the outstanding sum for each even just started day of default,

b) discontinue the goods supply immediately,

c) withdraw from the contract.

6.3 The buyer may return the invoice until the date of maturity for correction, resp. completion if the invoice contains incorrect data or if the essential data are missing in the invoice according to valid legal regulations.

6.4 The contracting parties have agreed that unless the buyer notifies the seller in writing within the invoice maturity that he does not agree with the invoiced amount, it shall be considered as acknowledgement of the invoiced amount without any objections.

6.5 The seller is entitled to withdraw from the contract also in case that the buyer does not take over the goods in the terms and amounts agreed in the contract.

6.6 The contracting parties have agreed that if the total sum of the seller's receivables resulting from the contract or more contracts including VAT (regardless of their maturity) toward the buyer reaches the level of the credit limit, the seller is no longer obliged to deliver goods to the buyer. The level of the credit limit for buyer is Eur 10 000 if otherwise agreed in the contract.

6.7 At the same time the contracting parties agreed the seller is not obliged to deliver goods to buyer in case the seller has any unsettled receivables (even from other contractual relations) after due date toward buyer.

6.8 The seller is entitled to set off any of his receivables toward the buyer resulting from the contract or these GTC (also from other contractual relations) with receivables of the buyer toward the seller.

6.9 The buyer and seller have agreed that if the price for goods or services decreases after a tax obligation occurs, the seller will not adjust the tax base and tax pursuant to Value Added Tax law (VAT).

6.10 If the transport of goods from the Slovak Republic to another Member State is performed by the buyer or a third party arranged by the buyer, the buyer must provide the seller with confirmation of the receipt of the goods in the other Member State within 3 months from the date on which the goods were turned over by the seller. If the buyer fails to discharge this duty, the seller shall be entitled to charge the buyer the appropriate amount of VAT using the rate defined pursuant to valid legal regulations.

6.11 The buyer in accordance with § 71 par. 1 letter b) of the Act no. 222/2004 Coll. on VAT agrees with issuing electronic invoices as well as the following conditions for sending them:

1. The seller is entitled to make the electronic invoice available to the buyer via the Secufex invoicing portal with notifications and login data sent to the buyer's e-mail addresses notified to the seller. Invoices will be made in pdf format with an embedded xml data file.

2. Credibility of origin, integrity of content and legibility of the invoice is ensured not only by the control mechanisms of business processes but also by an electronic signature, which is a part of the electronic invoice.

3. The electronic invoice is in accordance with § 71 par. 1 letter b) of the VAT Act as a tax document and is identifiable and acceptable by the tax administration exclusively in electronic form, therefore the buyer is obliged to download the electronic invoice from the invoicing portal Secufex and keep it in electronic form.

4. Part of electronic invoicing may be also the availability of an electronic copy of delivery notes, which were handed over in paper form to the buyer upon delivery of goods and services.

5. The electronic invoice is considered delivered at the moment of its availability on the Secufex invoicing portal, while the buyer will be notified about the availability of the invoice by the notifications sent to the buyer's e-mail address.

6. The buyer declares that he has exclusive access to the e-mail addresses notified to the seller, is responsible for their functionality and undertakes to immediately inform the seller in writing of changes affecting electronic invoicing, in particular on changes of the e-mail address and authorized persons.

7. The consent is granted for an indefinite period, and the buyer is entitled to revoke this consent in writing delivered to the seller, in which case electronic invoicing will be terminated on the first working day of the month following the date of delivery of revocation of this consent to the seller.

6.12 The seller may send the invoices to the buyer also in paper format and the parties may agree also on other conditions of electronic invoicing which prevail these GTC.

7. Defect liability and complaints

7.1 The seller is liable for defects of the goods pursuant to the valid legal regulations.

7.2 The complaint about defects of the goods shall be supported with a documentation proving the defects of the goods.

7.3 In case of bag products, deviations from the declared weight up to +/- 2 % in case of individual bags may not be complained about.

In case of bulk products, deviations from the declared weight up to +/- 1 % in case of one supply may not be complained about.

7.4 The buyer is obliged to enable to the seller to take samples from the complained goods and to store these goods separately until the complaint is resolved.

8. Force Majeure

8.1 The seller guarantees terms and conditions agreed in contract and in these GTC save for the unexpected circumstances of the force majeure independent from seller's will, which preclude their observance or make their observance inadequately complicated. Under such circumstances we understand mainly unpredicted weather changes, natural disasters, fire, pandemics, breakdown, energy supply interruption, lack of energies or raw materials, failure of the production line, traffic collision, armed conflicts, official interventions, loss of substantial supplier that is hard to replace, etc.

9. Final Provisions

9.1 If otherwise not stated in these GTC, the respective provisions of the Commercial Code shall apply to the contract and these GTC.

9.2 These GTC form an integral part of each contract concluded between the seller on one side and the buyer (natural or legal person) on other side whereas in case of discrepancy the contract shall prevail.

9.3 The contracting parties have agreed that all the documents (including the invoices) delivered between the contracting parties in connection with the contract or the GTC, will be delivered to the addresses of their registered seats (resp. to the places of business) published in the companies register (trade register) on internet or to the addresses stipulated in the contract, unless they inform each other on address change.

9.4 All the documents delivered between the contracting parties in connection with the contract or the GTC will be considered as delivered at latest after the lapse of the third day as of the day of their sending to the agreed address via registered mail, regardless of the fact whether the document got into the hands of the second contracting party. In case that the documents are received by the addressee prior to the lapse of the third day, the earlier day of document reception by the addressee is considered as the day of delivery. The invoices will not be sent via registered mail.

9.5 Processing of personal data

The buyer by his signature on the contract confirms that he has read the Privacy Statement, which can be found on the seller's website: www.danucem.sk, section „Privacy Statement“ and that the buyer 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 seller.

9.6 The buyer by his signature on the contract grants the right to the seller to publish the business name of the buyer and the facts that the buyer is in contractual relationship with the seller, including the name of the project (without the publication of certain conditions of the contractual relationship), for the purposes of performing marketing activities of the seller.

9.7 In order to secure fulfilment of all duties of the buyer stated in the contract and these GTC, contracting parties agreed that buyer will provide a guaranty by third party. The third party signed on the contract as a guarantor declares that fully agrees with the contract and these GTC and shall settle all receivables of the seller against the buyer resulting from the contract and these GTC, in case the buyer is not able to do it. This obligation of the guarantor will be joint and several with the buyer.

9.8 The buyer by his signature on the contract undertakes, during the performance of the contract, to comply with the Principles of Corporate Social Responsibility of CRH, which can be found on the seller's website: www.danucem.sk, section „Principles of Corporate Social Responsibility of CRH“.

9.9 By subscription of the contract the buyer and guarantor give their irrevocable assent to the publication of their business name, place of business, identification number and outstanding amount in case of buyer's delay with payment of the purchase price.

9.10 The seller, buyer and guarantor agree that all lawsuits related to the contract including non-contractual claims, shall be resolved in a written procedure by the General Arbitration Court of the Slovak Republic (Všeobecný Rozhodcovský súd SR) with seat at Dunajská 8, 811 08 Bratislava, Slovak Republic with the definitive validity by one arbitrator appointed by the arbitration court according to the internal regulations of the arbitration court with the possibility of the court in terms of § 22a par. 1 of Act no. 244/2002 Coll. unless otherwise agreed in the contract.

9.11 The contract can be concluded in writing or by DocuSign electronic signature whereas the contract signed in writing or by DocuSign electronic signature may be amended or complemented only in writing or by DocuSign electronic signature. The parties, by providing DocuSign e-mail addresses in the signature section of the contract, manifest their will to sign the contract by DocuSign electronic signature and agree that hereinafter referred representatives are authorized to electronically sign this contract on behalf of the parties and have exclusive control over and responsibility for their e-mail addresses mentioned in the signature section. The parties are aware and accept that DocuSign electronic signature is legally binding in compliance with the Regulation (EU) no. 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation) which is directly applicable in all the EU member states. In terms of eIDAS Regulation, Article 25 - Legal effects of electronic signature "An electronic signature shall not be denied legal effect and admissibility as evidence in legal proceedings solely on the grounds that it is in an electronic form or that it does not meet the requirements for qualified electronic signatures."

9.12 These GTC and the contract are governed by the Slovak law unless otherwise agreed in the contract. In case of more language versions of these GTC or contract, these GTC and contract in English language shall always prevail.

9.13 These GTC come into force and validity as of: 1st October, 2021.

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