



CEMEX Hrvatska d.d.

GENERAL TERMS AND CONDITIONS

Part A: General Terms and Conditions for the Procurement of Products and Services

Part B: General provisions on Occupational Health and Safety, Fire Safety, Environmental Protection and Energy Efficiency

Revision V
12.09.2025.

PART A: GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF PRODUCTS AND SERVICES

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**GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF PRODUCTS AND SERVICES
(Hereinafter: "General Terms and Conditions")**

1. GLOSSARY

1.1. In these General Terms and Conditions, the following terms, unless the context indicates otherwise, shall have the following meanings, singular or plural:

- a) "CEMEX" means CEMEX Hrvatska d.d., OIB: 94136335132, with its registered office at 21212 Kaštel Sućurac, Cesta dr. F. Tuđmana 45, e-mail: hr.info@CEMEX.com ; www.CEMEX.hr
- b) "Supplier" means a legal or natural person carrying out a business activity from which CEMEX orders products and/or services, which may be: (i) a domestic supplier with a registered office in the Republic of Croatia; (ii) a supplier from the European Union (EU) with its registered office in an EU Member State which is not a domestic supplier; (iii) a foreign supplier with a registered office outside the Republic of Croatia or outside an EU Member State;
- c) "Contracting Party" means CEMEX or the Supplier, individually and/or collectively, as the context requires;
- d) "Purchase Order" means an order for the purchase of products and/or services
- e) "Products" means the products (in whole or in part) which are the subject of the Purchase Order;
- f) "Services" means any services (or any part thereof) that are the subject of the Purchase Order;
- g) "Specification" means any description or specification for products and/or services, including all designs, types of materials and other conditions agreed by CEMEX and the Supplier, or published (in the absence of such an agreement) by the Supplier, or (in the absence of such communication) made by the Supplier to the best of his knowledge of CEMEX's needs and approved by CEMEX
- h) "Business Day" means (i) for Product delivery: every day except Saturday, Sunday, and days which are officially non-working days in the Republic of Croatia, (ii) for Service performance: every day except for the official non-working days in the Republic of Croatia.

2. SCOPE OF APPLICATION

2.1. These General Terms and Conditions regulate the general rules and conditions under which CEMEX, in its capacity as the Client, procures the Products and/or Services from the Supplier on the basis of the Purchase Order. The General Terms and Conditions are an integral part of the Purchase Order and apply to all matters not regulated by the Purchase Order, unless their application (in whole or in part) is expressly excluded.

2.2. In cases of mutual discrepancy between the terms and conditions stated in the Purchase Order and the provisions of these General Terms and Conditions, the terms and conditions contained in the Purchase Order have greater legal force in relation to these General Terms and Conditions.

2.3. These General Terms and Conditions shall prevail over any additional, different or contradictory terms and conditions and/or any document issued by the Supplier at any time, to which CEMEX has not expressly agreed and confirmed such consent in writing by an authorized person.

3. ORDER CONFIRMATION, REVOCATION, ORDER SUSPENSION

3.1. CEMEX issues a Purchase Order based on the Supplier's offer or SAP contract, which is in accordance with the requirements of CEMEX, for Products to be delivered, i.e., Services to be performed, including price, schedule, place of delivery of Products and/or provision of Services, and other special conditions related to the delivery of the Product and/or the execution of the Services.

3.2. The Supplier shall, within no later than 3 (three) working days, submit the confirmation of the Purchase Order, if requested by CEMEX, exclusively by e-mail to the e-mail address of the contact person indicated in the Purchase Order.



3.3. The Supplier shall be deemed to have accepted the Purchase Order in respect of the requested Product and/or Service if it has not immediately or within three (3) Business Days, counting from receipt of the Purchase Order, rejected it, regardless of whether confirmation of the Purchase Order has been requested in terms of the previous article or not.

3.4. Confirmation of the Purchase Order by the Supplier is considered acceptance of the offer presented by CEMEX, through which act the parties have entered into a contract.

3.5. If there is a difference between the confirmation of the Purchase Order and the Purchase Order in essential parts, the confirmation of the Purchase Order is considered an offer by the Supplier and binds CEMEX only if CEMEX has accepted the amendment to the Purchase Order explicitly and in writing.

3.6. CEMEX reserves the right by e-mail to the Supplier:

3.6.1. to revoke the Purchase Order by e-mail to the Supplier's address, without the right to any compensation to the Supplier, provided that the revocation is made before CEMEX receives the confirmation of the Purchase Order;

3.6.2. to cancel a part of the Purchase Order and demand from the Supplier only partial fulfilment or terminate the Purchase Order in full, after receiving a confirmation of the Purchase Order and before the Supplier has started executing the Purchase Order,

3.6.3. to cancel a part of the Purchase Order and demand from the Supplier only partial fulfilment or terminate the Purchase Order in full in case the Supplier is late with delivery of the Product and/or execution of the Service.

3.7. In case of revocation and/or withdrawal from the Purchase Order as described in item 3.6. of these General Terms and Conditions, CEMEX is obliged to reimburse the Supplier for costs of supplies or services that have already been performed in proportion to their value, but not lost profits. The Supplier waives the right to compensation for early termination of the contractual relationship and undertakes to take all actions to minimize costs after transmission of a statement by CEMEX on the revocation and/or withdrawal from the Purchase Order.

4. DEADLINE AND PLACE OF DELIVERY

4.1. The Supplier is obliged to deliver the Products, i.e., to perform the Services, on site, within the deadline and in accordance with the dynamics specified in the Purchase Order.

4.2. Unless expressly agreed otherwise, the deadline for delivery of the Products or execution of the Services begins on the day of confirmation of the Purchase Order. The day that will be considered the delivery of the Products and/or the execution of the Services will be the date of receipt at the location specified by CEMEX and specified in the Purchase Order. If the delivery includes Services, the day that will be considered delivery will be the date of transfer, i.e. the date of the mutually signed Delivery Log.

5. CONTRACTUAL PENALTY FOR UNTIMELY DELIVERIES

5.1. If the Supplier is unable to deliver the Product and/or perform the Service within the agreed time, they are obliged to immediately notify CEMEX in writing of the delay, state the cause of the delay and assess a new delivery time of the Product and/or execution of the Service.

5.2. In case of delay of the Supplier with delivery of Goods and/or execution of Services, where delay is interpreted as, but not only as: non-commencement of execution of Services or non-completion or partial completion of delivery of Products in accordance with deadlines defined by the Purchase Order, the Supplier will be obliged to pay CEMEX a contractual penalty for each business day in the amount of 0.5% per day of the value of the Purchase Order. The maximum amount of the contractual penalty that CEMEX has the right to charge from the Supplier is a total of 10% of the value of the Purchase Order.



5.3. Notwithstanding the right to collect a contractual penalty, CEMEX is authorized to cancel a Purchase Order due to a delay in delivery, after the expiration of a reasonable additional period for fulfilment of the Supplier's obligations specified in the written notice sent to the Supplier in the manner provided for in point 20 of the General Terms. CEMEX is further authorized to cancel a Purchase Order without a subsequent deadline if the Supplier has notified them, after being informed of shortfalls, that it will not fulfil the obligation under the accepted Purchase Order, or if the Supplier will not be able to fulfil their obligation from the accepted Purchase Order even in a subsequent deadline, as well as in the case when CEMEX, due to a delay of the Supplier, cannot achieve the purpose for which the Purchase Order was issued by CEMEX.

5.4. Partial deliveries are not permitted, except with the express approval of CEMEX. In the case of partial delivery, the quantity of the Product remaining for delivery must be stated in the delivery note.

5.5. Early deliveries are not permitted, except with the express approval of CEMEX. In case of early delivery, the applicable Product will be stored until the delivery date defined by the Purchase Order in a space under the control of CEMEX or another place specified by the Supplier, but at the expense and risk of the Supplier. Early delivery does not affect changes in payment deadlines.

6. DELIVERY, PACKAGING

6.1. The agreed upon INCOTERMS of delivery parity will be indicated in the Purchase Order.

6.2. Each delivery should be accompanied by a delivery note with the number of the Purchase Order, as well as all other accompanying documents (freight orders, packing lists, etc.)

6.3. When delivering the Product and performing the Services, the Supplier must meet all legal requirements related to export and customs and obtain the necessary import and/or export permits, unless otherwise agreed in the Purchase Order or stated in the relevant regulation that CEMEX is responsible for obtaining the necessary permits, not the Supplier. The Supplier shall, as soon as possible, but in any case, before the date of delivery, send in writing to CEMEX all information and data necessary for CEMEX in order to comply with all applicable trade regulations governing the export and import of Products and/or Services.

6.4. Packaging costs are included in the price. The Products will be packaged in such a way as to prevent damage to the Products. Requested return of packaging is at the expense of the Supplier.

7. SUBCONTRACTOR PARTICIPATION

7.1. Supplier has the right to partially assign the execution of the Services only to the subcontractor specified in the bid, which bid was accepted by CEMEX alt. which subcontractor has been approved by CEMEX.

7.2. If the Supplier has not specified a subcontractor in the bid, and during the provision of the Services there is a need for its engagement, or if the Supplier decides to hire another/new subcontractor instead of the previous one, the Supplier is obliged to obtain written consent from CEMEX prior to engaging a new subcontractor.

7.3. The consent given to a Supplier for the appointment of a subcontractor does not affect the legal rights and obligations existing between CEMEX and the Supplier, nor does it release the Supplier from responsibility for the execution of the Purchase Order. The Supplier is fully responsible for subcontracting.

8. PRICE

8.1. The price of the Product and/or Service represents the value of the Product and/or Service paid by CEMEX to the Supplier and is stated in the Purchase Order. The price may be expressed either in the total amount or in the form of unit prices without stating the total price of the Products and/or Services.



8.2. The price (total or unit) of the Product and/or Service includes all dependent costs, fees, charges, customs costs or all other expenses that may occur during the realization of the Purchase Order, except for value added tax (VAT), which is shown separately on the invoice, and calculated in accordance with applicable legal regulations. If the subject of the Purchase Order is Products and/or Services that are exempt from VAT, the invoice should state that VAT has not been charged, stating the relevant legal basis.

8.3. The price (total or unit) of the Product and/or Service is fixed/unchanged during the validity of the Purchase Order, unless otherwise agreed by the Purchase Order.

9. INVOICING/PAYMENT, ASSIGNMENT OF RECEIVABLES

9.1. Payment is executed on the basis of the issued original invoice. Payment of the agreed price is made within the period specified in the Purchase Order. The Supplier shall deliver the invoice for the delivered Products, or performed Services, to CEMEX simultaneously with the delivery of the Product and/or Service, i.e., issue it to CEMEX no later than 3 (three) working days from the day of delivery of the Product, or if the subject of the Purchase Order is a Service, from the signing of the Delivery Log (Log), unless otherwise agreed.

9.2. Provided that the invoice is correct and issued in accordance with the provisions of this item of the General Terms and Conditions, the deadline for fulfilling CEMEX's obligation to pay the invoice begins from the day of receipt of the invoice.

9.3. The billing period for which the invoice is issued may not be longer than one month, unless otherwise agreed upon in the Purchase Order.

9.4. The date of delivery must be identical to the date of mutual signing of the Log. In the event that the dates of signature on the Log differ, the Log shall be deemed to have been signed at a later date.

9.5. The invoice is to be delivered in original, paper form to the address of the CEMEX headquarters (until Dec 31,2025) , or via the e-invoice exchange service, where it must be compiled and issued in accordance with accounting, tax and other mandatory regulations, as well as international accounting standards.

9.6. As an attachment to the invoice, the Supplier is obliged to submit signed delivery note for the Product or a mutually signed Log (calculation of the Service, timetables, specification, pre-liquidation report, etc.) for the Services. The number of the Purchase Order to which the invoice refers must be indicated on the invoice.

9.7. If the invoice is not validly issued, the obligation to pay it does not arise, but CEMEX will return the original invoice to the Supplier for correction, whereby the Supplier is obliged to resubmit the correct invoice within 3 (three) days, in the manner referred to in paragraph 6 of this item, in which case the deadline for fulfilling the CEMEX obligation arising from the payment of the invoice starts to run from the day of receipt of the validly issued invoice.

9.8. In the event that the maturity of the monetary obligation falls on a non-business day, the payment of the monetary obligation is made on the next Business Day.

9.9. Each Contracting Party shall bear its own costs of bank fees for transactions arising from the payment for the delivered Products and/or the performed Services.

9.10. The Supplier has no right to transfer his rights and obligations arising from the contractual relationship established on the basis of these General Terms and Conditions individually or in full to any other person.

10. GUARANTEES, LIABILITY FOR DEFECTS

10.1. The Supplier shall be liable for defects either visible or hidden in accordance with the Law on Obligations and special regulations governing the liability of the Supplier with regard to the type of product and/or service supplied.

10.2. The Supplier's liability cannot be limited or excluded by the fact that the scope of delivery includes parts, systems, solutions or procedures specified by CEMEX. If the Supplier does not consider such proposals of CEMEX appropriate, it is obliged to inform it in due time.

10.3. The Supplier shall state to the Cemex that the delivered Product will be compatible and function completely and without interference within the existing device or system in which it is installed.

10.4. If there are: a) visible defects in material or workmanship on the Product delivered in accordance with the Purchase Order; or b) the Product has not been delivered in accordance with the ordered quantity, without the consent of CEMEX; or c) the Product is delivered with visible damage; or d) other deviations from the Specification are observed, CEMEX is authorized to a) request the Supplier to eliminate the defect, b) request the Supplier to deliver the Product and/or perform the Service without defects, c) request a price reduction or d) declare the contract to be terminated.

10.5. The Supplier shall, upon notification by CEMEX, replace or repair a defective Product in a timely manner and at its own expense.

10.6. In the event of a minor repair of a defective Product, the warranty period is extended for as long as CEMEX has been deprived of the use of the item. When the Product is replaced or substantially repaired due to a defect, the warranty period comes into effect again from time of the replacement, i.e., from the return date of the repaired Product. If only a part of the Product is replaced or substantially repaired, the warranty period comes into effect again only for that part.

10.7. If, following CEMEX's request, the Supplier does not replace or repair the defective Product within a reasonable time, CEMEX is authorized to choose to: a) replace or repair such Product and charge the Supplier for the costs; b) cancel the Purchase Order without prior notice, return the defective or rejected Product to the Supplier at the Supplier's expense, whereby the Supplier is obliged to return the amount paid by CEMEX for the returned Product in a timely manner or c) request a price reduction.

10.8. The responsible person of the Supplier is obliged to continuously document the work on the execution of Services that are in progress, and to regularly submit a written report on the same to the contact person of CEMEX referred to in Article 10.1. of these General Terms and Conditions. At the request of CEMEX, the Supplier shall make available any data collected, working documentation or other data related to the execution of the Services. Once the Services have been performed, the Supplier will provide CEMEX with an overview of the Services, including a report on the completion of the Services. The report referred to in this paragraph of the General Terms and Conditions signed by the responsible person of CEMEX is the basis for invoicing by the Supplier. CEMEX will approve or reject in writing, either in whole or in part, the performed Services within 5 (five) working days from the date of receipt of the report on the completion of the Services, provided that this does not diminish the Supplier's obligation to correct, immediately and at its own expense all defects of the Services notified to him by CEMEX, within 5 (five) working days from the receipt of such notification, otherwise CEMEX has the right to request the performance of work from a third party, at the expense of the Supplier.

10.9. In the event of imminent danger, e.g., to avoid damage, or if the Supplier fails to rectify defects within the period referred to in this item, CEMEX has the right to procure non-defective Products and/or Services from third parties at the Supplier's expense.

10.10. The installations or Products supplied by the Supplier must have the necessary safety features and meet the applicable safety standards. The supplier is obliged to comply with the applicable EU directives, domestic regulations on general product safety and any provisions based on them, as well as the currently valid version of the regulations, European standards, Croatian standards and other similar rules. Installations, Products supplied by the Supplier must bear the CE marking required by the applicable EC directives and Croatian legislation. Upon delivery, the Supplier shall submit to CEMEX the EC declarations of conformity together with brief technical descriptions, as well as installation instructions and requirements, if necessary. In addition, the Supplier must notify CEMEX in a timely manner of changes in materials, manufacturing processes, subcontractor parts and EC declarations of conformity.

10.11. In the case of delivery of a Product consisting of several individual items of the same type and quality, if defects occur in 5% or more of the delivered individual items of the Product in one delivery (so-called serial defect), CEMEX has the right to refuse to receive the delivered quantity as defective without further inspection of the delivered goods and request the realization of the given guarantees from this item of the General Terms and Conditions.

11. RISK OF ACCIDENTAL DESTRUCTION OR DAMAGE

11.1. Risk and consequences of accidental failure of or damage to the Product that the Supplier is obliged to deliver to CEMEX, as well as to the equipment and materials provided to or provided by CEMEX for the performance of the Service, and to the performed Services (or part thereof when The Services are performed in phases), until the moment of successful delivery of the Products, equipment and materials, or handover of the Services, shall be borne by the Supplier.

12. ORDER CANCELLATION

12.1. Each Contracting Party may, if the other party fails to fulfil any of the obligations assumed by the Purchase Order and/or violates the provisions of these General Terms and Conditions, in the manner provided for in item 21. of these General Conditions, send a written warning to the other party in which they shall describe in detail the stated violations, and extend an appropriate deadline within which the stated violations need to be corrected. In the event that the violations are not remedied, upon the expiration of the deadline, the Purchase Order shall be deemed cancelled, and the Contracting Party responsible for cancellation shall be liable for damages.

12.2. The Contracting Party is authorized to cancel the Purchase Order (terminate the contract) without extending a subsequent deadline if the other Contracting Party, after notification of breach of obligations under the Purchase Order and/or violation of these General Terms and Conditions, has stated that it will not fulfil the contract, or if the or if the circumstances of the specific case clearly indicate that the Contracting Party will not be able to fulfil the contract at a later date, as well as in the case when due to a delay by the other contracting party it is not possible to achieve the purpose for which the contract was concluded.

12.3. In any of the following cases, in particular, a breach of the obligations under the Purchase Order and/or these General Terms and Conditions shall be deemed to have occurred if:

12.3.1. The Supplier does not fulfil, is late in fulfilling, or does not comply with any obligation toward CEMEX based on the Purchase Order and/or any obligation from the General Terms and Conditions, and even after a subsequent extended deadline, does not correct the consequences of such action;

12.3.2. The Supplier becomes illiquid and/or insolvent or is subject to pre-bankruptcy settlement, bankruptcy or liquidation proceedings, or the Supplier comes under special administration in accordance with the applicable regulation, or

12.3.3. The Supplier by his act or omission damages the reputation of CEMEX;

12.3.4. The Supplier violates the obligation of data confidentiality from item 17 of these General Terms and Conditions;

12.3.5. The Supplier or a person authorized by the Supplier violates the legal or internal regulations of CEMEX related to occupational safety, fire protection and environmental protection referred to in item 19. of these General Terms and Conditions.

12.4. The cancellation of a Purchase Order, regardless of the legal basis of the cancellation, does not affect the rights and legal remedies of the Contracting Parties that arose before the cancellation.

12.5. The terms and conditions of a Purchase Order, which due to their nature must be carried out after its cancellation or expiration or relate to events that may occur after the cancellation or expiration of the Purchase Order, will apply after cancellation or expiration. All obligations pertaining to damages remain in force even after the cancellation or expiration of the Purchase Order.

13. MATERIAL, DOCUMENTATION, DRAWINGS, TECHNICAL SOLUTIONS, SOFTWARE DEVELOPMENT

13.1. Material purchased by CEMEX and delivered to the Supplier is owned by CEMEX and the Supplier is obliged, free of charge, to store, mark and guard it separately with the care of a diligent businessman, and use it exclusively for the production of Products for CEMEX. All documentation, such as plans, drawings, models and developed software systems become the property of CEMEX even in the event of cancellation of the Purchase Order and are submitted to CEMEX upon request. The Supplier grants CEMEX the exclusive, irrevocable sub-license right to use without claiming additional compensation, and unlimited in terms of content, or time, as well as the appropriate permission to use the works arising from the Purchase Order. The supplier will provide all documentation, technical solutions and developed software free of charge when required.

13.2. All models, profiles, drawings, standard specification sheets, printing templates, materials, equipment and software, and other materials depending on the nature of the work and content of Purchase orders submitted by CEMEX are CEMEX's intellectual property, and without CEMEX's prior written consent will not be available to any third party or used for any purpose other than those agreed upon in the Purchase Order.

13.3. The Supplier expressly declares that it has all the necessary authorizations, certificates and all other permits required for the execution of the Purchase Order, and that, at the request of CEMEX, it will submit these documents to CEMEX. If the execution of the Purchase Order requires special approval from the competent authorities and institutions, the Supplier shall obtain them in a timely manner without a special fee.

13.4. The Supplier shall, within the agreed deadline, submit to CEMEX overview plans, projects, detailed drawings and static calculations in paper and electronic form, for those deliveries for which this is applicable. The complete set of documentation, operating and maintenance instructions, assembly diagrams and spare parts lists must be available to CEMEX in at least four copies by the time the system is commissioned. If corrections are required, corrected copies must be available no later than the time of final acceptance.

13.5. If the Supplier deviates from the technical documentation published by CEMEX, the Supplier shall pay all losses and costs arising therefrom. This includes costs for expert opinions, additional calculations, replacement deliveries, and all other related costs, ancillary and principal receivables.

13.6. The documentation submitted by the Supplier, in accordance with the law, must be available in the Croatian language, and also in English.

13.7. The Supplier shall make available to CEMEX all necessary and useful information on the Products and/or Services to be delivered or executed, in particular with regard to instructions for proper storage, handling and technical description.

13.8. The Supplier undertakes to submit to CEMEX a declaration of compliance with the relevant standards and regulations established on the basis of legal regulations, which prescribe health, environmental and safety conditions for the general public and employees.

14. INSURANCE POLICY, DEBT, BANK GUARANTEE

14.1. For the purpose of orderly fulfilment of the Supplier's obligations (timely and orderly execution of the Service, correctness of the delivered product, elimination of defects within the warranty period) assumed by the Purchase Order confirmation, CEMEX may request from the Supplier:

14.1.1. to obtain and submit to CEMEX at its own expense a promissory note, issued and confirmed in accordance with the law, and for an amount appropriate to the value of the Purchase Order,

14.1.2. to obtain and extend, at its own expense, an insurance company acceptable to CEMEX, liability insurance for defective product and/or liability insurance for third parties and employees, and to provide proof of payment of the premium for each insurance;



14.1.3. to obtain from a bank, acceptable to CEMEX, an unconditional, without objection and payable on the first call, a bank guarantee, issued in favour of CEMEX, with a minimum validity period of 30 days longer than the agreed deadline for delivery of Products and/or execution of Services.

15. REPRESENTATIONS AND WARRANTIES

15.1. The supplier declares and guarantees:

15.1.1. to have all the rights and powers to enter into and perform obligations within the Purchase Order;

15.1.2. all decisions, approval or consent required by the regulations or acts of the Supplier for the conclusion and/or execution of the Purchase Order, exist, are definitive and fully valid;

15.1.3. it has all the authority to fulfil the obligations agreed to within the Purchase Order, and is authorized to deliver all Products and/or provide the Service without any violation of regulations or rights of any third party (or if there are any restrictions, that there is a waiver thereof);

15.1.4. that the Products will be delivered or Services performed within the time, type, price, quantity and quality, and in accordance with the terms of the Purchase Order;

15.1.5. that there are no other rights and/or encumbrances and/or counterclaims of third parties on the delivered Products that exclude, limit, reduce or in any other way prevent CEMEX from fully acquiring all rights granted to it on the basis of the delivered Products belonging to them;

15.1.6. that the Products will strictly comply with the description and the Specification and be in every respect suitable for the purpose for which CEMEX has explicitly stated that it requires them, and of satisfactory quality;

15.1.7. that the warranty/guarantee periods for the performed Services and/or delivered Products are subject to the warranty periods prescribed by the Law on Obligations in force at the time of issuing the Purchase Order, unless otherwise agreed in the Purchase Order itself,

15.1.8. that the Products shall be free from defects in design, material, workmanship and performance and shall not contain or introduce into any equipment or system computer viruses of any kind and/or other computer programs which destroy, disrupt or cause damage;

15.1.9. that the Products and/or Services, as well as all Supplier's intellectual property or intellectual property of third parties made available to CEMEX in accordance with the Purchase Order shall not infringe upon any patent, copyright, trademark, trade secret or any proprietary right of any third party;

15.1.10. that the delivery of the Products and/or the execution of the Services will be in accordance with all applicable laws and regulations;

15.1.11. that it will obtain all necessary permits, consents, licenses and authorizations required for the fulfilment of obligations toward CEMEX, all in accordance with the Purchase Order;

15.1.12. that they have not initiated or been threatened with the possibility of initiating court, administrative, arbitration or other proceedings against the Supplier, against members of their management or supervisory board, the outcome of which could adversely affect the Supplier's ability to properly perform obligations under the Purchase Order;

15.1.13. that the Purchase Order and accompanying documents will be validly signed/certified by the Supplier's legal representatives or persons authorized by the Supplier to represent, specifically authorized for actions taken for CEMEX, and represent a lawful, binding and valid obligation;

15.1.14. that in the event of knowledge of any fact that may in any way lead to a situation significantly different from that guaranteed by these General Terms and Conditions, it shall without delay notify CEMEX of the occurrence of such a circumstance. Changes from such altered circumstances does not constitute a release from the given guarantees.

15.1.15. that for the purpose of performing the Services it will ensure that all its employees/subcontractors properly use the registration system at the entrance to the CEMEX facilities via registration cards. Registration cards will be provided by CEMEX at its own expense, and the Supplier is responsible for their proper use.



15.2. All statements and warranties referred to in paragraph 1 of this item shall be complete, accurate, true and up to date, and shall be complied with as long as there is any actual or potential obligation of the Supplier to CEMEX based on the Purchase Order, as if reiterated in relation to existing circumstances.

16. INTELLECTUAL PROPERTY

16.1. Intellectual property includes copyright and related rights, industrial property rights and all other rights that are protected as intellectual property in the Republic of Croatia or other countries in which CEMEX and/or the Supplier operate.

16.2. All materials including, without limitation, any drawings and specifications provided by Cemex, and all copies made by or for the Supplier shall be the property of Cemex, shall be used only for the purpose of performance of the contract, shall be treated as strictly confidential by the Supplier and shall be will immediately return it to Cemex upon request at the Supplier's own risk and expense.

16.3. All intellectual property rights of any nature created or acquired in the course of performing a contractual obligation for the needs of Cemex or as a result of such work are the property of Cemex.

16.4. The Supplier shall grant or cause to be granted an irrevocable, perpetual and transferable license or sublicense to Cemex at no additional cost to any intellectual property rights that the Supplier does not own, incorporated or used in any work that the Supplier performs or has performed for Cemex pursuant to these General Conditions, sufficient to enable Cemex (without infringing the intellectual property rights of any third party and without payment of any compensation or payment) to fully exploit the results of such work and to repair, update or maintain the work in which such intellectual property rights are incorporated.

16.5. The Supplier is obliged to indemnify and release CEMEX from liability for disputes arising from infringement of a patent, copyright, trademark or registered design, and to guarantee CEMEX unlimited use of the delivered Products and/or Services.

16.6. If a third party files a claim alleging that the Supplier in connection with the fulfilment of the Purchase Order infringes upon or violates the intellectual rights of a third party, CEMEX undertakes to notify the Supplier in due time of such request.

16.7. In the event that it is determined that the services provided by the Supplier pursuant to the Purchase Order infringe upon any patent, copyright, trademark, trade secrets, intellectual property or property rights of any third party, the Supplier shall, in addition to obligations under this General Terms, enable CEMEX to use such a service by modifying them in such a way that they no longer violate the rights of third parties, provided that this does not reduce the quality of the service, or shall allow CEMEX to use services equivalent to the services that are the subject of the Purchase Order and do not violate copyright the rights of third parties.

16.8. If the Supplier determines that none of the above alternatives is reasonably available, it shall reimburse in full the funds received from CEMEX as compensation for the Product and/or Service and the documented costs directly related to them.

17. CYBERSECURITY AND CONFIDENTIAL INFORMATION

17.1. Confidential Information includes all information provided by the Purchaser (CEMEX) or to which the Supplier/SERVICE PROVIDER gains access under this Agreement, including Purchase Orders, their annexes, product and/or service pricing, business data, programs, projects, agreements, drawings, specifications, documentation, and any technical, financial, security, infrastructural, technological, personal, or intellectual property-related information. Confidential Information also includes data relating to the contracting parties, their subsidiaries, and affiliates, as well as any information considered a trade secret that must remain confidential in accordance with the laws applicable to the business relationship between the parties.



17.2. This Article applies whenever the Supplier receives, processes, stores, or has access to CEMEX's digital systems or Confidential Information, including through third parties or subcontractors engaged by the Supplier.

17.3. The Supplier undertakes to:

- a) establish and maintain administrative, technical, and physical security measures consistent with internationally recognized standards (such as ISO/IEC 27001, NIST, or equivalent) and best industry practices;
- b) conduct, at least once per year or upon CEMEX's request, penetration testing, vulnerability assessments, and corrective action planning;
- c) promptly comply with new regulations, guidelines, or decisions issued by competent cybersecurity authorities;
- d) ensure that all systems, platforms, and applications are free of malicious software and do not allow unauthorized access to information;
- e) notify CEMEX in writing, no later than forty-eight (48) hours after becoming aware of any incident, breach, or security vulnerability affecting Confidential Information and/or systems, and cooperate fully in their remediation.

17.4. The Supplier shall be responsible for the acts and omissions of any third parties or subcontractors to whom access to Confidential Information or systems is granted and shall be jointly and severally liable for any breach of obligations under this Article. The Supplier must ensure that such third parties accept and comply with equivalent confidentiality and security obligations.

17.5. Confidential Information must be protected with the care of a prudent professional, at least with the same level of diligence as the Supplier applies to its own confidential information. The Supplier shall not use, possess, copy, or commercially exploit the Confidential Information except as strictly necessary to perform its contractual obligations and only with CEMEX's express written consent.

17.6. The Supplier shall have no rights in or to CEMEX's Confidential Information other than those expressly granted. Upon CEMEX's request, the Supplier must return all Confidential Information within forty-eight (48) hours.

17.7. The obligations set out in this Article shall remain in force during the term of the Agreement and, as applicable, after its termination, for as long as the Supplier possesses or has access to any Confidential Information or CEMEX digital systems. The minimum retention period for Confidential Information shall be five (5) years from the date of product/service handover or Purchase Order termination, whichever occurs first.

17.8. CEMEX shall have the right, at any time, to request access to the Supplier's audit results, risk assessments, control checklists, and security measures, and to request documentation evidencing compliance with this Article. The Supplier shall enable and cooperate fully in such reviews or audits.

18. PERSONAL DATA PROTECTION AND SECURITY STANDARD

18.1. Personal Data refers to any information provided by either Party that:

- (i) identifies or can be used to identify an individual (including, but not limited to, name, signature, address, telephone number, email address, and other unique identifiers); or
- (ii) can be used to authenticate an individual (including, without limitation, employee ID numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report data, biometric or health information, security question responses, and other personal identifiers).

Business contact information of the Parties, such as general corporate email addresses, shall not be considered Personal Data.

18.1.1. Security Breach means:

- (i) any act or omission that materially compromises the security, confidentiality, or integrity of Personal Data, or the physical, technical, administrative, or organizational safeguards implemented by the



Processor (or any authorized person) which relate to the protection of the security, confidentiality, or integrity of personal data; or

(ii) the receipt of any complaint regarding privacy practices implemented by the Supplier (or its authorized personnel) or any violation or alleged violation of this Agreement related to such privacy practices.

18.2. The Supplier acknowledges that, during the course of its business relationship with CEMEX, it may receive and/or gain access to Personal Data. Accordingly, the Supplier declares and warrants that it shall comply with all provisions contained in these General Terms relating to the collection, receipt, transfer, storage, use, and disclosure of Personal Data. The Supplier shall be responsible for any unauthorized collection, receipt, transfer, access, storage, use, or disclosure of Personal Data under its control or possession, including by any of its employees or subcontractors.

18.3. The Supplier declares and warrants that it shall:

18.3.1. protect Personal Data with a degree of care sufficient to prevent unauthorized access, use, or disclosure;

18.3.2. use Personal Data solely for the purpose of fulfilling the Purchase Order and shall not use, transfer, distribute, sell, or otherwise make it available to any third party for profit or any other purpose without CEMEX's prior written approval;

18.3.3. not directly or indirectly make Personal Data available to any third party without CEMEX's prior written consent, except where legally compelled (e.g., by court order or lawful request). In such case, the Supplier shall:

(i) notify CEMEX of such request as soon as possible;

(ii) remain responsible for any unauthorized use of Personal Data by third parties; and

(iii) require any such third party to enter into a data protection agreement ensuring compliance with personal data protection obligations.

18.4. With respect to the information security of Personal Data, the Supplier declares and warrants that:

18.4.1. it collects, uses, stores, and discloses Personal Data in full compliance with the EU General Data Protection Regulation (EU) 2016/679 (GDPR) and the Croatian Personal Data Protection Act (Official Gazette 42/18), or other applicable regulations;

18.4.2. it shall implement administrative, technical, and physical safeguards for the protection of Personal Data in accordance with data protection legislation.

18.5. As a minimum standard of protection, the Supplier shall:

(i) grant access to Personal Data only to authorized personnel;

(ii) secure access to its premises, electronic and/or paper databases, servers, backup systems, and IT equipment, including mobile and other data storage devices;

(iii) protect its networks, device applications, databases, and platforms;

(iv) ensure secure transfer, storage, and deletion of information;

(v) enforce authentication and access controls across all media, applications, operating systems, and devices;

(vi) encrypt highly sensitive Personal Data stored on any mobile medium;

(vii) encrypt highly sensitive Personal Data transmitted over public or wireless networks;

(viii) strictly segregate Personal Data from third-party data to prevent any commingling;

(ix) implement appropriate security policies and practices, including lawful background checks; and

(x) provide adequate privacy and information security training to its employees.

18.6. The Supplier shall ensure that its employees comply with all legal and contractual obligations relating to personal data protection. Upon CEMEX's request, the Supplier shall promptly provide a list of employees authorized to access Personal Data.

18.7. Upon written request from CEMEX, the Supplier shall provide a network infrastructure diagram of its IT environment and all equipment used for data protection, including but not limited to:

(i) connections with CEMEX and any third parties having access to the network segment storing Personal Data;

(ii) all network connections, including remote access and wireless connections;



- (iii) all access monitoring tools (e.g., firewalls, identity filters, intrusion detection systems, and others);
- (iv) all backup or secondary servers; and
- (v) permitted access via each network connection.

18.8. If, in performing the Purchase Order, the Supplier handles, collects, stores, or processes credit or debit card information and/or related cardholder data, it shall comply with the *Payment Card Industry Data Security Standard (PCI DSS).*

18.9. Procedure in the Event of an Information Security Breach:

a) The Supplier shall:

- i. provide CEMEX with the contact details of an employee designated as CEMEX's primary contact, available 24/7 in the event of a security incident;
- ii. notify CEMEX of any information security breach immediately, or as soon as possible, and in any event within twenty-four (24) hours of becoming aware of the incident;
- iii. report such incident to CEMEX via email at <mailto:DataProtection.Croatia@cemex.com> , and cooperate in a joint investigation of the event.

b) The Supplier shall, at its own expense, take all necessary measures in accordance with privacy and data protection laws to eliminate the breach and prevent recurrence. The Supplier shall be liable for all damages arising from such breach, including notification costs and any other related expenses.

c) The Supplier shall not notify any third party of a security breach without CEMEX's prior written consent, as CEMEX, in its capacity as Data Controller under GDPR, is solely responsible for notifying the competent authority and/or affected individuals. CEMEX alone shall determine:

- (i) whether a breach notification must be made to the regulatory authority and/or data subjects; and
- (ii) the content of such notification.

d) The Supplier shall, at its own expense, cooperate with CEMEX in any legal or other proceedings to protect CEMEX's and its own rights relating to the use, disclosure, protection, and maintenance of Personal Data.

19. DAMAGES AND INDEMNIFICATION

19.1. Damages. The Supplier undertakes to compensate CEMEX for any and all damages (actual loss and loss of profit) arising from a breach of its obligations under these General Terms and Conditions.

19.2. The Parties agree that any failure to comply with the provisions set forth in these General Terms and Conditions shall constitute a material breach of contract.

19.3. Indemnification. The Supplier undertakes to indemnify CEMEX for all damages (actual loss and loss of profit), as well as for any monetary penalties imposed, attorney's fees, and other costs or expenses incurred by CEMEX as a consequence of the Supplier's failure to fulfill its obligations under these General Terms and Conditions.

20. OCUPATIONAL HEALT AND SAFETY, FIRE SAFETY, ENVIRONMENTAL PROTECTION AND ENERGY EFFICIENCY

20.1. Provisions on occupational safety, fire protection, environmental protection and energy efficiency can be found in Annex no. 1 of these General Terms and Conditions. CEMEX is authorized to change the above provisions independently and without prior notice in such a way as to harmonize them at all times with legal and by-law obligations, as well as the internal rules of CEMEX.

21. NOTICES

21.1. Unless otherwise provided in the provisions of these General Terms and Conditions, any notices and/or requests and/or consent or other communications that the Contracting Parties will



provide to each other in connection with the execution of the Purchase Order shall be provided in writing as follows:

21.1.1. personally; or

21.1.2. by registered mail; or

21.1.3. via e-mail.

21.2. In the case of sending a notice and/or request and/or consent or other communication by e-mail, they must be sent to the e-mail address which is specified in the Purchase Order.

21.3. The delivery of written notice and/or request and/or consent and/or other communication shall be deemed to have been duly effected:

21.3.1. if delivered in person, at the time of delivery;

21.3.2. if sent by registered mail (mandatory return receipt) 3 (three) days after sending;

21.3.3. if sent by e-mail, at the time of its successful Delivery Receipt recorded on the server for sending such messages, provided that the condition of the provision of paragraph 2 of this item is fully met, and that the sender has not received notification of non-delivery or absence of the recipient.

21.4. The same notice and/or request and/or consent or other communication may also be provided by a combination of the means described above, in which case, for the purpose of proving its transmission, it is sufficient that it was successfully sent in only one of the above ways, unless otherwise regulated by the General Terms and Conditions or the Purchase Order.

22. FORCE MAJEURE AND UNFORESEEN EVENTS

22.1. **FORCE MAJEURE.** Force Majeure is defined as the appearance extraordinary circumstances which are external, extraordinary and unpredictable circumstances arising after the conclusion of the contract and which no contracting party at the time of issuance or acceptance of the Purchase Order (conclusion of the contract) could have prevented, eliminated or avoided. These include, but is not limited to: a) natural disasters: earthquake, flood, lightning, storm, drought, ice action and others, b) war, rebellion, unrest or state of war, c) strike, slowdown of work (lock out), boycott or other industrial action, embargo, restrictions, d) declaration of pandemic and/or epidemic as a result of the occurrence of microorganisms (viruses, bacteria) of an unknown strain, type, subtype at the time of the conclusion of the contract, e) decisions of local or state authorities that cause a temporary slowdown in the performance of the contract or permanently prevent the performance of the contract by any contracting party, f) and any other circumstance beyond the reasonable control of the parties resulting in the contracting party being late in fulfilling the obligation or could not fulfill its obligation. In the event of an incident that is interpreted as Force Majeure, the Contracting Party that is substantially prevented from fulfilling its obligations undertaken by issuing or accepting the Purchase Order, is obliged to immediately orally and then in writing within 3 (three) days, inform the other Contracting Party of this incident, and to state an estimate of the extent and duration of the inability to fulfil obligations, and to take all reasonable measures to correct the consequences of Force Majeure and fulfil its obligations, even with delay.

By failing to provide notice, the party who failed to give notice shall be liable for damages, direct and indirect, suffered by the other party as a result of such failure.

If, due to the occurrence of Force Majeure, the Supplier is permanently prevented from fulfilling its obligations, CEMEX has the right to unilaterally cancel the Purchase Order with immediate effect, immediately upon receipt of the notification of the occurrence of Force Majeure.

22.2. **UNFORESEEN EVENTS.** Unforeseen events shall refer to as unexpected and extraordinary event arising after the conclusion of the contract, which could not have been foreseen at the time of concluding the contract, with such effect that makes the fulfilment of the Parties obligations excessively difficult or could cause excessive loss. Such Unforeseen events are to be, but not limited to just: equipment failure and any other technical problem that delays or stops the production, shortages of material or supplies, labour disputes, measures necessary to protect the environment, decision by the local/state competent authorities with regard to public order and/or health and/or safety, as well as to and any other event out of Parties reach and influence. The existence of the coronavirus outbreak



(2019—nCoV/SARS-CoV-2) or any of its existing or new type/subtype and related circumstances does not constitute an unforeseen event.

In the event of occurrence of Unforeseen event, the affected party shall provide immediately and no later than 5 (five) days from the start of the event a formal notification informing the other party of the occurrence of the Unforeseen event that delays or prevents the performance of the contract.

If due to Unforeseen event the fulfilment of obligations to the contract has become onerous to either Party meaning the fulfilment of obligations is too difficult or would result in excessive loss to an affected Party, then the affected Party shall have the right require that the conditions contract be modified or to withdraw from contract, bearing all legal consequences prescribed by the Croatian Law on Obligations.

23. STANDARD LEGAL COMPLIANCE CLAUSES

23.1. **ANTI-BRIBERY.** The participants in the legal transaction based on these General Terms and Conditions (hereinafter: the “Parties”) hereby state, warrant, and undertake that, in all matters relating to these General Terms and/or any business involving either Party and/or their respective affiliates, representatives, third-party intermediaries or Agents and/or employees; as well as their respective affiliates, representatives, third-party intermediaries or Agents and/or employees (collectively, the “Intermediary”, including either Party), they have NOT, directly or indirectly: (i) made any payment, (ii) offered to make any payment, (iii) promised to make any payment, and/or (iv) authorized any payment, in a manner that would violate international anti-bribery and/or anti-corruption laws (including, without limitation, the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010), as well as any applicable law implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and/or any other applicable anti-bribery and/or anti-corruption law.

The Parties further state, warrant, and undertake that, in all matters relating to these General Terms and/or any business involving either Party and/or that Party’s affiliates, they and/or any Intermediary shall refrain from, directly or indirectly: (i) making, (ii) offering, (iii) promising, and/or (iv) authorizing any payment in a manner that could violate any of the legal provisions cited in the first paragraph of this Clause. The Parties also confirm that they have implemented internal controls designed to prevent violations of any applicable anti-bribery and/or anti-corruption laws.

23.2. **SANCTIONS COMPLIANCE.** The Supplier represents and warrants that neither it nor any of its Affiliates, directors, officers, or any shareholder holding 5% or more of its shares is a Sanctioned Person. The Supplier further represents and warrants that no Sanctioned Person or Sanctioned Jurisdiction will benefit from or participate in the business or revenues arising from this relationship. The Supplier represents and warrants that, as of the commencement of the business relationship, it is not the subject of any investigation or legal proceedings by any competent authority for violation of applicable sanctions. The Supplier also represents and warrants that performance of the business relationship will not result in any breach of applicable sanctions. In addition, the Supplier represents and warrants that it has implemented and will maintain appropriate due-diligence procedures for its third parties to ensure compliance with the representations, warranties, and obligations in this Clause. For the purposes of these General Terms, the following terms have the meanings set out below:

- a) “Affiliates” means any legal entity, including companies, that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Supplier.
- b) “Sanctions” means any economic, financial, or trade sanctions administered or enforced by the Government of the United States (including, without limitation, the Office of Foreign Assets Control – “OFAC” – and the U.S. Department of State), the European Union, HM Treasury in the United Kingdom, or any other relevant authority competent for this Agreement.
- c) “Sanctioned Person” means any individual, legal entity, body, or vessel listed on any sanctions list (including, without limitation, OFAC’s Specially Designated Nationals and Blocked Persons List, the EU



Consolidated Financial Sanctions List, and the UK Sanctions List), or owned or controlled, individually or in the aggregate, 50% or more by any person or entity listed on any sanctions list.

d) "Sanctioned Jurisdiction" means any country or territory that is itself the subject of any sanctions.

23.3. TRADE RESTRICTIONS / EXPORT CONTROLS. The Supplier states and warrants, for itself and its Affiliates, that as of the commencement of the business relationship it is not subject to Export Controls. Furthermore, the Supplier undertakes that it will not:

(i) import goods, technology, or services (the "Product") into any destination prohibited by Export Controls and/or into any Sanctioned Jurisdiction;

(ii) export the Product, directly or indirectly, to any destination, end user, person or entity, or for any end use that would be contrary to Export Controls and/or Sanctions (including, without limitation, any Sanctioned Person), or to destinations for which an export license or other authorization is required at the time of export without first obtaining such license or authorization;

(iii) participate, directly or indirectly, in any transfer, trans-shipment, export, re-export, diversion, or other disposition of the Product, except as expressly permitted under Export Controls and/or Sanctions. Upon CEMEX's request, the Supplier shall provide written certifications and all export-related documentation necessary to ensure compliance with Export Controls and/or Sanctions.

For the purposes of these General Terms, "Export Controls" means all laws, rules, regulations, or restrictions governing or limiting the export, re-export, transfer, or use of the Product, enacted or enforced by competent regional or national authorities, including, without limitation, those of the United States (including the U.S. Department of Commerce Export Administration Regulations), the European Union, and the United Kingdom, or any other government, agency, or authority with jurisdiction over the export, re-export, or transfer of the Product.

23.4. ANTI-MONEY LAUNDERING. The Supplier represents and warrants to CEMEX that: (i) funds provided for the performance of obligations are not and will not be, directly or indirectly, derived from unlawful activities or activities contrary to applicable laws and regulations, including anti-money laundering and counter-terrorism regulations; (ii) it will comply, and ensure that its subsidiaries and Affiliates comply, with all applicable laws, regulations, rules, and governmental guidelines relating to anti-money laundering and counter-terrorism, including the associated record-keeping and compliance requirements; and (iii) it has and will maintain appropriate controls to ensure compliance with the statements set out in this Clause.

The Supplier further represents and warrants that it is acting in its own name and not on behalf of any third party, and that it is not under investigation by any governmental authority, nor has it ever been charged with or convicted of money laundering, drug trafficking, terrorism-related activities, offences constituting money laundering, or any violation of anti-money laundering or counter-terrorism regulations.

23.5. CONFLICT OF INTEREST. The Supplier represents and warrants that it has no business, professional, personal, or other interest that conflicts, in any manner or to any extent, with the performance of its obligations under this Agreement. The Supplier shall use best efforts to notify CEMEX of any conflicts of interest between the Supplier and CEMEX, including with respect to any other business or entity directly or indirectly managed by or benefiting CEMEX, as well as any CEMEX interest. Such disclosure must be made in writing. Any acknowledgment of such conflicts of interest and waiver of claims against the Supplier relating to a conflict of interest must be in writing.

If, in CEMEX's opinion, such conflict constitutes a material impediment to the Supplier's performance, CEMEX may cancel the Purchase Order without any liability to the Supplier and without such termination being deemed a breach of the Purchase Order by CEMEX, with immediate effect upon delivery of written notice to the Supplier, such termination taking effect in accordance with Clause 21 of these General Terms.

23.6. HUMAN RIGHTS. The Supplier undertakes to comply with all applicable human rights laws, regulations, and guidelines and to implement responsible sourcing practices throughout its supply chain.

The Supplier undertakes to establish and maintain a human rights due-diligence process, appropriate to its size and circumstances, to identify, prevent, mitigate, and document how it addresses the



impacts of its activities on the human rights of individuals directly or indirectly affected by its supply chains, in accordance with the 2011 UN Guiding Principles on Business and Human Rights. Such human rights due diligence shall be aligned with the OECD sector-specific guidance applicable to the Supplier (or, if no such sector guidance exists, with the 2018 OECD Due Diligence Guidance for Responsible Business Conduct).

In addition, the Supplier shall ensure that each of its officers, directors, employees, Intermediaries, as well as all subcontractors, consultants, and any other person providing personnel for goods or services required under this Agreement, promptly and accurately discloses to CEMEX all information relevant to the human rights due-diligence process.

If CEMEX's due diligence determines that the Supplier requires support regarding human rights compliance, CEMEX—should it decide not to terminate the relationship—will use reasonable commercial efforts to provide such support, which may include training and strengthening of management systems. Any such support shall not be deemed a waiver by CEMEX of any of its rights, claims, or remedies under this Agreement or applicable law.

23.6. CONFLICT MINERALS. The Supplier warrants that any product delivered to CEMEX does not contain conflict minerals necessary for the production or functionality of such product. Notwithstanding any other provision of these General Terms, any false statement or breach of the foregoing shall constitute a breach of these General Terms; accordingly, in addition to any other right or remedy available under these General Terms and applicable law, CEMEX shall be entitled to terminate the business relationship with immediate effect. For the purposes of these General Terms, "conflict minerals" shall have the meaning assigned to that term under applicable laws and regulations.

23.7. MUTUAL COOPERATION. The statements made by the Supplier in this Clause apply equally to CEMEX. During the term of the business relationship, but no more than once per year and upon at least ten (10) business days' prior written notice, the Supplier shall provide CEMEX with documents evidencing fulfillment of the obligations under this Clause 23.

23.8. MISREPRESENTATIONS AND BREACHES. Any misrepresentation or breach of the provisions of this Clause 23 shall constitute a material breach of these General Terms and shall be grounds for termination of the business relationship. The Party seeking termination shall retain all other rights and remedies available at law.

23.9. STATEMENT OF BUSINESS COMPLIANCE. Those wishing to do business with CEMEX are required to sign the Statement of Business Compliance available at the following link:

<https://www.cemex.hr/documents/47380066/47381458/CEMEX+lzjava+o+uskla%C4%91enosti+poslovanja+tre%C4%87e+strane.pdf/de85427e-e749-1a48-921b-2f96914a49a2>

24. GOVERNING LAW AND JURISDICTION

24.1. The business relationship arising under these General Terms shall be governed by the substantive and procedural laws of the Republic of Croatia, excluding any conflict-of-laws rules that would refer to the laws of any other jurisdiction. The Parties further exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) to their business relationship.

24.2. All disputes arising out of or in connection with these General Terms or the Purchase Order, including disputes concerning formation, validity, breach, termination, or the legal effects thereof, shall first be addressed by the Parties through direct negotiations.

24.3. If the Parties are unable to resolve their differences through direct negotiations, they undertake to initiate mediation and to participate in person at the Mediation Centre of the Croatian Mediation Association (HUM). If no amicable resolution is reached within 60 days from the start of mediation, or within any longer period mutually agreed by the Parties, either Party may commence appropriate court proceedings before the competent court. The Parties undertake not to initiate court/arbitration proceedings before the conclusion of mediation. Otherwise, any lawsuit or other legal action formally initiating the dispute shall be dismissed by the court or other authority, unless the



Party filing such action consented to mediation and the other Party refused to participate notwithstanding this clause.

24.4. Ultimately, if the Parties do not resolve the dispute by mediation, the dispute shall be resolved by the courts, with the courts in Split having exclusive local jurisdiction.

25. FINAL PROVISIONS

25.1. GENDER EQUALITY. Expressions used in these General Terms and Conditions that have gendered meanings, whether used in the masculine or feminine form, shall be understood as including both genders equally and are gender-neutral in nature.

25.2. INVALIDITY. If, at any time, any provision (or part thereof) of these General Terms and Conditions and/or the Purchase Order becomes invalid, unenforceable, or null and void for any reason, such fact shall have no effect on the remaining provisions of the General Terms and Conditions and/or the Purchase Order.

Such a provision shall be replaced by the Parties, by mutual agreement, with a new, valid, and enforceable provision that most closely achieves the intent and purpose of the provision found to be invalid, unenforceable, or null and void.

If, at any time, there is a change in the name of any legal or sub-legal regulation referred to in these General Terms and Conditions, or if the same subject matter becomes regulated by another legal or sub-legal act, such fact shall have no effect on the provisions of these General Terms and Conditions, and the applicable legal and sub-legal regulations governing such matters shall apply.

25.3. NO WAIVER. A delay or omission in exercising any right or remedy by Cemex shall not be deemed a waiver of that or any other right or remedy.

25.4. PUBLIC ANNOUNCEMENTS. The Supplier is not authorized to make any public statements or other announcements concerning its relationship with Cemex or any Purchase Order without Cemex's prior written consent.

25.5. COSTS RELATED TO THE IMPLEMENTATION OF THESE GENERAL TERMS. All costs incurred by the Supplier in fulfilling obligations under these General Terms and Conditions shall be borne by the Supplier and are deemed included in the price of the Products and/or Services.

25.6. LANGUAGE. These General Terms and Conditions are drafted in Croatian and English. In the event of any discrepancy between the Croatian and English versions, the Croatian version shall prevail.

26. ACCEPTANCE, AMENDMENTS AND ADDITIONS TO THE GENERAL TERMS

26.1. The General Terms and Conditions are drafted in writing and are available at Cemex's business premises and on Cemex's website at www.cemex.hr.

26.2. By accepting the Purchase Order, the Supplier confirms that it is familiar with, agrees to, and fully understands the contents of these General Terms and Conditions, and accepts them in their entirety.

26.3. Cemex reserves the right to amend or supplement the General Terms and Conditions in accordance with applicable legal and sub-legal regulations and Cemex's business policy.

26.4. In the event of amendments to the General Terms and Conditions, the amended version shall apply to Purchase Orders issued after the amendments take effect.

26.5. If the amendments to the General Terms and Conditions result from changes in mandatory regulations, the amended General Terms and Conditions shall also apply to existing business relationships.

27. ENTRY INTO FORCE



27.1. These General Terms and Conditions enter into force on the date of their publication on Cemex's website [www.cemex.hr](<http://www.cemex.hr>) and are considered published on the date indicated on the cover page of this document.

27.2. The General Terms and Conditions shall apply indefinitely, or until amended.



PART B: GENERAL CONDITIONS FOR OCCUPATIONAL SAFETY, FIRE PROTECTION, ENVIRONMENTAL PROTECTION AND ENERGY EFFICIENCY

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1. OCCUPATIONAL HEALTH AND SAFETY, FIRE SAFETY

- 1.1. The Supplier is required to strictly comply with the regulations on occupational health and safety and fire protection (hereinafter: OHSFP) contained in Croatian legislation, the Occupational Health and Safety Rulebook, CEMEX's Fire Protection Rulebook, and CEMEX procedures and work instructions on occupational health and safety and fire protection. The same obligations apply to all subcontractors, for whom the Supplier bears full responsibility.
- 1.2. Under these General Terms and Conditions, for CEMEX's needs and at its own expense, the Supplier shall arrange, through an appropriate certified body, an occupational health and safety audit within the Supplier's plants and offices. The audit shall be carried out in accordance with CEMEX's work instruction on verification and auditing of contractors.
- 1.3. Before commencing performance under the Purchase Order, and depending on circumstances, the Supplier must appoint a coordinator to supervise the health and safety of all employees of the Supplier and its subcontractors working on tasks for CEMEX.
- 1.4. The Supplier's coordinator, together with the responsible CEMEX coordinator/supervisor in charge of monitoring the contracted work, and a CEMEX employee from the OHS department, shall analyze the state of safety and occupational health for works performed within CEMEX's facilities/areas, providing necessary information on hazards and on the use of appropriate personal and collective protective equipment.
- 1.5. Employees of the Supplier and its subcontractors must hold medical certificates and all other certificates and attestations required by law.
- 1.6. Before starting work under the Purchase Order, employees of the Supplier and its subcontractors must undergo appropriate OHSFP training in line with CEMEX standards.
- 1.7. All employees of the Supplier and its subcontractors working within or on CEMEX facilities must use a CEMEX ID card upon entry and exit, as well as personal protective equipment. In particular, at all times within a CEMEX facility/area, a safety helmet, high safety work boots with protective toecaps, long-sleeved workwear compliant with EN 20471 Class 3, protective gloves, and safety glasses must be used. Whenever required, additional protective equipment appropriate to the job risk must also be used.
- 1.8. Personal protective equipment used by employees of the Supplier and its subcontractors must meet the essential requirements for PPE. Any auxiliary work equipment—machines, scaffolds, ladders, tools, and other materials used, including fall-arrest harnesses for work at height and lifting equipment—must have appropriate certificates, attestations, or declarations of conformity, as well as test reports for machines to be used, all in accordance with statutory obligations.
- 1.9. The Supplier undertakes to perform high-risk/dangerous works in accordance with risk assessments, work instructions, and work permits issued by CEMEX representatives.
- 1.10. The Supplier undertakes to transport persons within CEMEX sites in accordance with applicable legislation and other by-laws in the field of occupational health and safety and fire protection, using vehicles suited for that purpose and with all required safety elements (seatbelts, lights, turn signals, reverse alarm, safety tags and markings, mirrors).
- 1.11. The Supplier warrants that all of its workers and subcontractor workers who will work on CEMEX premises and who are potentially exposed to hazards will, prior to the start of work, receive all training and information required by applicable legislation, including but not limited to the Occupational Health and Safety Act.
- 1.12. Upon CEMEX's request, the Supplier shall submit to CEMEX: (a) an extract from the court register for the Supplier and the subcontractor; (b) references for works and services; (c) a brief description of the works to be performed by the Supplier and the subcontractor; (d) OHS and fire protection documents of the Supplier and subcontractor and contact details of the person authorized for OHS supervision at the Supplier and subcontractor—if such person exists.
- 1.13. In the event of an occupational injury suffered by a worker of the Supplier or a subcontractor, the Supplier must immediately notify employees of CEMEX's OHSFP Department as well as the plant



manager where the accident occurred, and submit an accident report. The phone number is that of the head of the OHS department (tel.: 099/231-5350).

1.14. The Supplier undertakes to hold CEMEX harmless from any and all liability relating to occupational injuries and/or damage suffered by a worker of the Supplier or a subcontractor at a CEMEX facility. The Supplier also undertakes to fully compensate any damage caused by its worker or a subcontractor's worker to CEMEX or third parties.

1.15. The Supplier specifically undertakes and warrants to:

1.15.1. prior to performing works, submit to CEMEX's OHS Department a statement confirming that employment contracts have been signed with the workers performing the works under the Purchase Order; that, if workers are foreigners (third-country nationals or EU citizens), they hold a valid residence and work permit or a work registration certificate; that workers are duly registered with the pension, health, and disability insurance bodies; and that all the above conditions have also been met for any subcontractor's workers engaged. The Supplier shall notify CEMEX of any changes. The regulation of the employment status of the Supplier's and/or subcontractor's workers (whether Croatian, EU, or third-country nationals) is the sole responsibility of their employer.

1.15.2. if required under the Occupational Health and Safety Act to prepare a work execution plan, provide a copy thereof to CEMEX and appoint an OHSFP coordinator for the execution phase.

1.15.3. prior to performing works, submit to CEMEX's OHS Department a statement of qualification, work ability, and training for safe work, with a list of workers on site (form "F-6023").

1.15.4. equip workers with prescribed PPE according to the hazards to which they are exposed while performing the contracted works.

1.15.5. clearly mark its own machines, devices, equipment, and employees so that they can be distinguished from those of CEMEX and other contractors.

1.15.6. implement OHS measures to protect its workers and organize the work and ensure performance so that its workers do not endanger the safety and health of CEMEX workers and other contractors on a shared site.

1.15.7. comply with CEMEX safety rules.

1.15.8. duly register at the site gatehouse upon entry.

1.15.9. If the Supplier or subcontractor acts in any way contrary to the OHSFP rules and provisions of these General Terms (including any other rules prescribed by law), CEMEX is entitled to:

1.15.10. stop the performance of the Service in whole or in part. The stoppage shall last until agreement between the Parties and until the Supplier and its subcontractor implement an appropriate OHS improvement plan; the Supplier bears responsibility for any delay in performance resulting from the stoppage;

1.15.11. impose a penalty for breach of this section of the General Terms.

I. Breach breaches of contractual obligations by the Contractor/Performer	First contractual penalty	Second contractual penalty	Third contractual penalty
Failure to submit mandatory documentation before starting works (proof of workers' registration with pension/health systems; OHS and fire protection training certificates; risk assessment; valid	Warning	Monetary penalty EUR 130.00	Monetary penalty EUR 260.00

medical certificates; proof of professional training; valid and compliant machine certificates).			
Failure to use personal protective equipment (helmet, safety glasses, high-visibility clothing, high safety work boots, earplugs, protective masks).			
Failure to use handrails.			
Failure to carry a lock for lock-out.			
Failure to keep work areas tidy and clean during and after works.			
Failure to use or misuse of the time-tracking/access card.	Warning	Monetary penalty EUR 130.00	Monetary penalty EUR 260.00

II. Serious breaches of contractual obligations by the Contractor/Performer	First contractual penalty	Second contractual penalty
Handling tasks, machines, and devices without the necessary knowledge, skills, training, and qualifications.	Monetary penalty and a period of prohibition from performing works EUR 260.00	Monetary penalty and a ban on entry to CEMEX plants EUR 660.00
Physical altercation with other employees or persons.		
Performing hazardous works (confined space, work at height, hot work) not in accordance with safety procedures and without a work permit.		
Blocking emergency exits and fire detection/extinguishing systems; unnecessary removal of fire extinguishers.		
Leaving the workplace without first restoring safety guards and protective systems.		
Failure to report dangerous acts or situations.		
Failure to timely report an occupational injury.		
Walking outside marked safe routes on roadways.		
Failure to observe basic safe-driving rules (mobile phone, speed, seatbelt, reverse alarm).		

III. Very serious breaches of contractual obligations by the Contractor/Performer	First contractual penalty
Defective scaffolding for performing works.	Work stoppage and monetary penalty; ban on entry to CEMEX plants — EUR 660.00
Working at height without prescribed protective equipment/safety harnesses.	
Working on moving plants or equipment without applying the lockout procedure.	
Working in a high-voltage installation without a work permit and without observing CEMEX safety procedures and legal rules.	
Failure to secure mobile machinery against accidental or intentional starting.	
Working under the influence of alcohol and/or drugs; smoking in prohibited areas.	Immediate removal of the worker and permanent ban on entry

1.15.12. CEMEX is authorized to reduce the amount under the Purchase Order by the imposed penalty or, alternatively, to claim full compensation if the damage exceeds the collected penalty.

1.16. For works performed by a larger number of workers and for more complex works, the Supplier undertakes to ensure a site manager. This applies in particular to turnkey works.

2. ENVIRONMENTAL PROTECTION

2.1. Performance under the Purchase Order must comply with all environmental regulations in force at the time of delivery or performance, in particular the applicable requirements of the Environmental Protection Act, Waste Management Act, Air Protection Act, Chemicals Act, the REACH Regulation, and relevant national laws and by-laws. The Supplier must ensure that CEMEX can fulfill its statutory obligations when the delivered item is used as intended. For assessment of overall noise levels, the Supplier shall timely provide CEMEX with project data on the noise level of the delivered item.

2.2. If materials subject to special disposal obligations are used, CEMEX must be notified in writing at the time of acceptance of the Purchase Order. If the Supplier fails to fulfill this obligation, it must reimburse CEMEX for disposal costs.

2.3. Supplier employees must keep their workplaces tidy and, in particular, ensure that after completion of works, plant and facility safety components are left in a safe condition.

2.4. Before commencing works, the Supplier shall ensure that the responsible person and workers sign a statement that they will comply with the Environmental Management System obligations and that they are familiar with the hazards and potential environmental impacts resulting from their activities, as well as with OHS hazards and obligations (form "F-6027").

2.5. The Supplier shall ensure the collection and disposal of all types of hazardous and non-hazardous waste generated in performing the works under the Purchase Order, in accordance with the applicable Waste Management Act and CEMEX internal rules, pursuant to ISO 14001.

2.6. The Supplier shall follow safety guidelines and procedures when handling chemicals and hazardous substances. Packaging must be controlled to ensure labels are correct, packaging undamaged, and that chemicals have not passed their expiry date, and to ensure proper disposal if found unsuitable for use.



2.7. The Supplier shall implement appropriate measures to prevent fugitive dust emissions to the environment when handling bulk materials. Measures include avoiding excessive handling, controlling dust by moistening materials via water spraying systems or adding water during handling—especially in windy conditions—and securely covering loads during transport.

2.7.1. Equipment used for handling loads must be maintained and serviced to be effective and to minimize dust generation.

2.7.2. After handling, the work area must be cleaned of residual material with appropriate tools, or the responsible person must be notified of the need for cleaning.

2.8. Before leaving the factory premises, the Supplier shall ensure that work vehicles and machinery are adequately cleaned/washed at the designated location to prevent the spread of contamination.

2.9. The Supplier shall implement measures to prevent excessive noise emissions.

2.9.1. Equipment and machinery must be regularly maintained to ensure quieter and more efficient operation.

2.9.2. The use of noisy machines and tools should be avoided unless absolutely necessary and used at the lowest necessary power.

2.9.3. Noisy operations should be scheduled between 08:00 and 18:00, when higher noise levels are permitted.

2.10. In the event of an environmental incident involving a Supplier or subcontractor employee, the Supplier must immediately notify the responsible person of the plant where the incident occurred. The Supplier must take measures to prevent further spread of adverse environmental impacts and attempt, personally and with available means, to localize the contamination/pollution and prevent further spread—provided only that reasonable measures are taken to remove or prevent damage.

2.11. If the Supplier or subcontractor acts in any way contrary to the Environmental Protection rules and provisions of these General Terms (including any other rules prescribed by law), CEMEX has the right to stop the Service in whole or in part. The stoppage lasts until agreement between the Parties and until the Supplier and its subcontractor implement protection measures and/or remediation of environmental damage; the Supplier bears responsibility for any delay caused by the stoppage.

2.12. Penalties for breaches of Environmental Protection provisions under these General Terms:

Breach of contractual obligations by the Contractor/Performer	First	Second	Third
Failure to keep work areas tidy and clean during and after works	Warning	130.00	260.00
Non-compliance with provisions on collection and disposal of hazardous and non-hazardous waste	Warning	130.00	260.00
Failure to comply with safety guidelines and procedures when handling chemicals and hazardous substances	Warning	130.00	260.00
Failure to implement measures to prevent	Warning	130.00	260.00

fugitive dust emissions			
Failure to implement measures to prevent excessive noise emissions	Warning	130.00	260.00
Failure to report an incident with potential environmental consequences	Warning	130.00	260.00
Transfer of contamination outside the factory due to poor maintenance of vehicles and machinery	Warning	130.00	260.00
Operating defective devices/equipment that can or have caused environmental damage	260.00 + period of prohibition from performing works	660.00 + ban on entry to CEMEX plants	
Failure to take measures to prevent the spread of adverse environmental impacts during an incident	260.00 + period of prohibition from performing works	660.00 + ban on entry to CEMEX plants	

3. CBAM Requirements

3.1. The Supplier acknowledges that the Customer exports cement to customers within / imports products into the European Union (EU) and that such export/import is subject to the EU Carbon Border Adjustment Mechanism (CBAM), in particular as set out in Regulation (EU) 2023/956 and any subsequent amendments or relevant (implementing) legislation. The Supplier agrees to fully comply with all CBAM requirements and to provide the Customer with the following accurate, complete, and timely documentation necessary for CBAM compliance (CBAM Requirements):

- a) Embedded direct carbon emissions. The Supplier shall provide the Customer with a detailed and accurate calculation of embedded direct carbon emissions associated with the production processes of the goods delivered under the purchase order or contract, in accordance with the methods for calculating embedded emissions set out in Annex IV to the CBAM. This calculation must include emissions from heating and cooling carried out during production processes, regardless of where such heating or cooling occurs.
- b) Embedded indirect carbon emissions. The Supplier shall also provide the Customer with a detailed and accurate calculation of embedded indirect carbon emissions associated with electricity consumption during production of the goods delivered under the purchase order or contract, regardless of where the electricity is generated, in accordance with the methods for calculating embedded emissions set out in Annex IV to the CBAM.

c) Carbon price documentation. The Supplier must provide evidence of any carbon price paid or payable in the country of origin for embedded carbon emissions in the goods delivered under the purchase order or contract. “Carbon price” means a monetary amount paid in a third country, under a carbon-reduction program, in the form of a tax, fee, or charge, or in the form of emission allowances under a greenhouse-gas emissions trading scheme, calculated for greenhouse gases covered by that measure and released during the production of the goods. This documentation should include any applicable rebates or other forms of compensation the Supplier receives in relation to such carbon emissions.

3.2. Format and submission method. All documentation and data provided by the Supplier must be in digital format or any other format requested by the Customer. For this purpose, the Customer may provide specific communication templates. If delivered in digital format, documentation must be submitted via secure electronic means as requested by the Customer to ensure confidentiality and data integrity.

3.3. Timing and frequency of submission.

a) Monthly filing. The Supplier shall submit the CBAM Requirements for each calendar month no later than 15 days after the end of each month.

b) Additional documentation. The Supplier shall provide any additional documentation reasonably requested by the Customer under CBAM no later than 10 days after such request. The Supplier shall cooperate with the Customer to meet any EU authority requirements relating to CBAM.

3.4. Indemnity and remedies.

a) Indemnity. If the Supplier fails to timely provide the CBAM Requirements or any additional documentation requested by the Customer under CBAM, or provides inaccurate, incomplete, or false information, the Supplier agrees to indemnify and hold the Customer harmless from any fines, damages, or additional costs imposed by EU authorities or incurred by the Customer as a result of CBAM non-compliance.

b) Breach and termination. Failure to meet CBAM requirements within the prescribed deadlines shall constitute a material breach of the purchase order or contract, entitling the Customer to terminate without liability, in addition to any other remedies available under this clause or by law.

c) Survival. The Supplier shall comply with CBAM Requirements for all goods delivered under the purchase order/Contract even after termination or expiry thereof.

4. EFFICIENT USE OF ENERGY AND WATER RESOURCES

4.1. The Supplier must pursue the objective of increasing energy efficiency and efficiency in water consumption. “Efficiency” means the amount of energy or water used to achieve a defined benefit. A process is considered efficient only if the agreed objective is achieved with minimal energy and/or water consumption (principle of minimal consumption). In performing its tasks, the Supplier must ensure maximum use of environmentally friendly machinery and equipment and the highest possible efficiency in using energy and water resources. The Supplier must align its employees’ conduct with these requirements.

4.2. In performing the works, the Supplier acknowledges that CEMEX will consider the energy and water consumption of ordered items for assessing consumption during service performance and will particularly take into account the principle of minimal consumption when selecting products. The Supplier must adhere to the principle of minimal consumption in the production and assembly of delivered goods and use equipment that ensures the highest possible level of efficiency in the use of energy and water resources. CEMEX will support the Performer in this regard in line with its findings and capabilities.

4.3. The Supplier shall encourage its employees to follow the principles of minimal energy and water consumption. The Supplier also undertakes to apply the following measures for the efficient use of energy and water resources:

4.3.1. Notify CEMEX of visible and audible leaks (compressed air, “false” air, etc.).



4.3.2. Ensure leak-tightness of hose and pipeline joints, fittings, slides when using the factory compressed-air, water supply, and drainage networks. This applies both to the Supplier's equipment and to CEMEX's networks. The Supplier shall promptly inform the Customer of any leaks.

4.3.3. Ensure that energy-consuming tools (technical gases, oils and fuels, compressed air, electricity, lighting, etc.) and water (taps and other washing/rinsing equipment, irrigation of green areas, etc.) are used only as long as necessary to perform the work.

4.3.4. Properly schedule irrigation of green areas (early morning or late evening) to reduce evaporation, and properly adjust sprinklers to avoid watering pavements and other unnecessary surfaces.

4.4. Tools used must be in perfect working order to ensure optimal energy and water consumption. Where different tools/equipment can be chosen, the most efficient device must always be used.

4.5. If the Supplier or subcontractor acts in any way contrary to the rules and provisions on Efficient Use of Energy and Water Resources in these General Terms (including any other rules prescribed by law), CEMEX has the right to stop the Service in whole or in part. The stoppage lasts until agreement between the Parties and until the Supplier and its subcontractor implement protection measures and/or remediation of environmental damage; the Supplier bears responsibility for any delay caused by the stoppage.

4.6. Penalties for breaches of the Efficient Use of Energy and Water Resources provisions under these General Terms:

Breach of contractual obligations by the Contractor/Performer	First	Second (EUR)	Third (EUR)
Failure to comply with efficiency measures for energy and water use	Warning	130.00	260.00
Operating defective devices and equipment, adversely affecting their efficiency	Warning	130.00	260.00