



CEMEX Hrvatska d.d.

GENERAL TERMS AND CONDITIONS

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

Part B: General requirements for occupational safety, fire protection, environmental protection and energy efficiency

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PART A: GENERAL CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES

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**GENERAL CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES
(Hereinafter: "General Terms")**

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 an economic 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.
- 2.3. 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.
- 2.4. 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 the spot, 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 means non-commencement of execution of Services or non-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. In relation to the realized amount of a contractual penalty, after successful completion of a delivery Cemex is authorized to issue an invoice to the Supplier for the amount of a contractual penalty that the Supplier is obliged to pay within the period specified in the invoice. If the Supplier does not pay the contractual penalty within the specified period, Cemex is authorized to collect it by offsetting the receivables for the amount by which Cemex is authorized to reduce the amount of its obligation to the Supplier. The statement of offsetting may be sent to the Supplier by post, fax or e-mail.
- 5.5. 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.
- 5.6. 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. In the case of deliveries involving Services, the risk is passed from the Supplier to Cemex upon delivery and confirmed in the Log. For deliveries that do not include Services, the risk is transferred upon Cemex's receipt of the Product at the destination regardless of the parity of the contracted delivery.
- 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. The agreed upon INCOTERMS of delivery parity will be indicated in the Purchase Order.
- 6.4. 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.
- 6.5. 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. If the subject of the Service Purchase Order is the Supplier, the Supplier has the right to partially assign the execution of the Services only to the subcontractor specified in its 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 its 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 or next subcontractor, before its engagement the Supplier is obliged to obtain written consent from Cemex.
- 7.3. The consent given to a Supplier for the appointment of a subcontractor does not affect the legal relations and mutual rights and obligations 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/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, 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 a 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 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 function completely and without interference within the existing device 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 from 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. STATEMENTS AND GUARANTEES

- 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. CONFIDENTIALITY

- 17.1 Confidential information includes the Purchase Order, all its attachments, the price of the Product and/or Service, as well as data, trade secrets, business information and other information of any kind including and without limitation: programs, projects, agreements, drawings, specifications and all other information, documentation and data, which any Contracting Party makes available in writing, orally, visually, electronically or in any other way to the other Contracting Party, as well as all information generated by the Purchase Order, as well as any other information considered business secret and which must be kept confidential in terms of the laws applicable to the business relationship between Cemex and the Supplier.
- 17.2. Confidential information includes information of the contracting parties and their subsidiaries, and related parties, which means: a company that is under the control of one of the parties, and which controls or manages it.

- 17.3. The Supplier shall keep confidential all Confidential Information whose unauthorized disclosure may cause Cemex to lose its competitive or financial advantage over its competitors in the performance of its manufacturing, commercial or management activities.
- 17.4. The Supplier has no rights in relation to the Confidential Information of Cemex that Cemex has made available directly or indirectly to the Supplier pursuant to the Purchase Order or during the negotiation procedure prior to the issuance of the Purchase Order.
- 17.5. The Supplier is obliged to protect confidential information with the same degree of care that they use to protect their own confidential information, and under no circumstances with less caution than that of a diligent expert.
- 17.6. As a recipient of Confidential Information, the Supplier shall be liable for the acts or omissions of its subcontractors to whom it has made Confidential Information available and undertakes to ensure acceptance of these provisions by the subcontractor.
- 17.7. The Supplier and/or subcontractor may not (i) own, use or copy Confidential Information except as expressly permitted by Cemex, (ii) acquire any rights, assets or advantage through the use of the Confidential Information and (iii) sell, assign, transmit or otherwise commercially exploit or allow a third party to commercially exploit such Confidential Information.
- 17.8. The obligation to maintain data confidentiality applies to the Supplier and/or subcontractor for 6 (six) years from the date of delivery of the Product and/or Service, or cancellation of the Purchase Order, whichever occurs earlier.
- 17.9. The Contracting Parties agree that the Supplier acts as a depositor of all Confidential Information it receives, and will consider it a business secret; therefore, the Supplier declares and guarantees that it will not disclose such Confidential Information to anyone other than its managers, employees and subcontractors provided that such person or entity needs to know the Confidential Information in order to fulfil its obligations to the Purchaser, and such person or entity adheres to confidentiality obligations which are no less stringent than those specified in these General Terms and Conditions. The Supplier shall, within seventy-two (72) hours after Cemex's request for the return of Confidential Information, return it to Cemex.

18. PERSONAL DATA PROTECTION, PROTECTION STANDARDS

- 18.1. Personal data refers to data provided by either Contracting Party and is data that: (i) identifies or can be used to identify a person (including, but not limited to, name, signature, address, telephone number, e-mail address) and other unique identifiers; or (ii) may be used to authenticate an individual (including, without limitation, employee identification numbers, identification numbers issued by an authorized body (OIB), passwords or PINs, financial account numbers, credit report information, biometrics or health, answers to security questions and other personal identifiers), as well as any other personal information. Business contact information of the Contracting Parties such as a generic mail address will not be considered personal data.
 - 18.1.1. Security breach means (i) any act or omission that materially endangers the security, confidentiality or integrity of personal data or physical, technical, administrative or organizational safeguards imposed by the Contractor (or any authorized person) relating to the protection of security, the confidentiality or integrity of personal data, or (ii) the receipt of a complaint regarding the privacy practices of the Supplier (or any person authorized by the Supplier) or a breach or alleged breach of this Agreement relating to such privacy practices.
- 18.2. The Supplier declares that it is aware that during the business relationship with Cemex it may receive and/or gain access to Personal Data, and therefore declares and guarantees that it will comply with the provisions contained in these General Terms and Conditions relating to collection, receipt, transfer, storage, disposal, use and publication of Personal Data. The Supplier

is responsible for the unauthorized collection, receipt, transfer, access, storage, disposal, use and publication of Personal Data under its control or in its possession by all its authorized employees and/or subcontractors.

- 18.3. The Supplier declares and guarantees that they will:
 - 18.3.1. Store Personal Information with such care as is necessary to avoid the possibility of unauthorized access, use or disclosure.
 - 18.3.2. Use Personal Data exclusively and solely for the purpose of executing the Purchase Order and undertake not to use, transfer, distribute or sell, or make it available in any way to third parties in order to make a profit for themselves or a third party without the prior written consent of Cemex,
 - 18.3.3. They will not directly or indirectly make Personal Data available to any third party without the prior written consent of Cemex unless they have received a subpoena or other validly issued entreaty requesting the provision of such data, in which case the Supplier undertakes to, upon receiving such a request, (i) notify Cemex of its existence as soon as possible; (ii) be responsible for the unauthorized use of Personal Data by third parties, and (iii) require third parties who have accessed the Personal Data without authorization to enter into a contract and undertake responsibility of protecting the Personal Data.
- 18.4. With regard to the information security of Personal Data, the Supplier declares and guarantees:
 - 18.4.1. to collect, use, store and make available personal data in such a way that the stated procedure is in accordance with the General Regulation on Personal Data Protection EU 2015/679 (GDPR) and the Law on the Implementation of the General Regulation on Personal Data Protection (OG 42/18) or other applicable regulations,
 - 18.4.2. to commence the implementation of administrative, technical and physical measures for the protection of personal data in accordance with regulations in the field of personal data protection.
- 18.5. As a minimum of personal data protection, the Supplier undertakes: (i) to provide access to Personal Data only to authorized persons; (ii) secure provision of access to business premises, electronic and/or paper databases, servers, back-up systems and computer equipment, including but not limited to: mobile devices and other IT equipment used for data storage; (iii) implement protection of its network, device applications, database security and its platforms; (iv) ensure the transfer, storage and deletion of information; (v) perform authentication and access control within media, applications, operating systems and equipment; (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 separate Personal Data from third party data so that Personal Data does not interfere with other types of information; (ix) implement appropriate security procedures and practices, including, but not limited to, conducting background checks in accordance with applicable law; and (x) provide appropriate training on privacy and information protection to its employees.
- 18.6. The Supplier undertakes to ensure that its employees comply with the obligations prescribed by law and these General Terms and Conditions regarding the protection of personal data. The Supplier is obliged without delay, at the request of Cemex, to submit to Cemex a list of its employees who are authorized to access Personal Data.
- 18.7. At the written request of Cemex, the Supplier is obliged to submit a diagram showing the network infrastructure of the Supplier's information technology and all equipment used for the protection of personal data, which includes, without limitation:
 - (i) connection with Cemex and all third parties that can access the network (third parties) in the area where Personal Data is stored,
 - (ii) all network connections including remote access and wireless connections;
 - (iii) all access control tools (e.g., firewalls, identification filters, detection of unauthorized access, etc.);

- (iv) any backup or additional servers; and
 - (v) authorized access over any network connection.
- 18.8. In the event that the Supplier comes into contact with or collects, uses, stores and makes available credit and debit card data and/or data on users of such cards during the execution of the Order, the Supplier undertakes to comply with the Payment Card Industry Data Security Standard (“PCI DSS”).
- 18.9. Information security breach procedure.
- a) The supplier undertakes to:
 - i. Provide Cemex with the contact details of the Supplier’s employees to be used as Cemex’s primary contact and to be available to Cemex as a user 24/7 in the event of an event considered to be an information security breach;
 - ii. Notify Cemex of the occurrence of an event that is considered an information security breach event immediately or as soon as possible, no later than within 24 hours from the moment when they became aware of such an event;
 - iii. Notify Cemex of the occurrence of such an event by e-mail at the address DataProtection.Croatia@cemex.com. The Contracting Parties undertake to jointly investigate the incident.
 - b) The Supplier undertakes to take all measures immediately, at its own expense, in accordance with the regulations in the field of privacy protection, in order to eliminate any breach of security and prevent further breach of security. The Supplier shall be liable for damages resulting from a breach of security, including all notification costs and/or other costs in accordance with item d) of this paragraph.
 - c) The Supplier undertakes not to notify a third party of any breach of security without the prior written consent of Cemex, as it is Cemex as the processing manager, in accordance with the provisions of the GDPR, which is obliged to notify the competent authority and the third party/respondent. Furthermore, the Supplier agrees that only Cemex has the right to determine: (i) whether the security breach notification should be sent to the regulatory body, i.e., the data protection law enforcement agency and/or to the data subject (ii) the content of such notification.
 - d) The Supplier undertakes to cooperate with Cemex at its own expense in any litigation or other proceedings in order to protect its and Cemex’s rights relating to the use, disclosure, protection and maintenance of personal data.

19. OCCUPATIONAL SAFETY, FIRE PROTECTION, ENVIRONMENTAL PROTECTION AND ENERGY EFFICIENCY

- 19.1. 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.

20. NOTICES

- 20.1. 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:
- 20.1.1. personally; or
 - 20.1.2. by registered mail; or

- 20.1.3. via e-mail.
- 20.2. 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.
- 20.3. The delivery of written notice and/or request and/or consent and/or other communication shall be deemed to have been duly effected:
 - 20.3.1. if delivered in person, at the time of delivery;
 - 20.3.2. if sent by registered mail (mandatory return receipt) 3 (three) days after sending;
 - 20.3.3. 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.
- 20.4. 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.

21. FORCE MAJEURE AND UNFORESEEN EVENTS

21.1. FORCE MAJEURE

- 21.1.1. 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.
- 21.1.2. 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.
- 21.1.3. 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.
- 21.1.4. 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.

21.2. UNFORESEEN EVENTS

- 21.2.1. 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.

21.2.2. 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.

21.2.3. 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.

22. ANTI-CORRUPTION CLAUSE, MONEY LAUNDERING, INSPECTION OF BUSINESS BOOKS, PROTECTION OF HUMAN RIGHTS

22.1. ANTI-CORRUPTION CLAUSE

22.1.1. The Supplier hereby declares and guarantees that in any portion related to and connected with the execution of the Purchase Order, it has NOT (i) paid or received, or promised to pay, or promised to accept bribes or any other inappropriate and unacceptable fees; or (ii) paid or promised to make payments in violation of international anti-corruption laws, including, but not limited to, the United States Anti-Corruption Act ("FCPA"), the United Kingdom Anti-Corruption Act 2010, and national laws which have accepted the Convention on the Suppression of Corruption of Foreign Public Officials of the Organization for Economic Co-operation and Development, as well as other anti-corruption regulations that apply.

22.1.2. The Supplier will not give, or promise to give, directly or indirectly, and will ensure that its subsidiaries and employees do not promise to give, directly or indirectly in relation to this Agreement, any inappropriate and unsuitable compensation, payment, donation or any value in favour of (i) any state official or public official (including employees of public administrations or public administration bodies) or any employee of Cemex, (ii) any political party, political party official, candidate for official function or person running for any public office, (iii) any public, international organization (iv) any person with whom Cemex maintains a business relationship, (v) any representative who may pass bribes to any of the above persons or the organization referred to in items (i) through (iv), in order to obtain or retain employment, to provide employment for a person associated with Cemex, or to insure some illegal advantages and/or benefits for Cemex.

22.1.3. Notwithstanding the provisions of these General Terms and Conditions, any false statement or violation of this clause shall be deemed a violation; consequently, Cemex is entitled to the immediate cancellation of the Purchase Order.

22.2. MONEY LAUNDERING

22.2.1. Money laundering generally means the inclusion of illegally acquired money or property in regular cash flows, with the aim of concealing the true source of money, or property

or rights provided by money known to have been obtained illegally in the country or abroad.

22.2.2. The Supplier declares and guarantees that they provide services independently in their own name and to the benefit of the individuals for whom they mediate, and that they are not under investigation by any state money laundering body, nor have been charged or convicted of the crime of money laundering or associated with a violation of anti-money laundering regulations.

22.3. HUMAN RIGHTS

22.3.1. The Parties declare and guarantee that they adhere to and will continue to abide by all internationally recognized human rights (including without limitation the Universal Declaration of Human Rights and the Declaration on Fundamental Principles and Rights at Work of the International Labour Organization), and to safeguard that in the future they shall ensure non-interference in/and any direct or indirect abuse of any and/or all human rights, whether carried out by a State or a third party, whether or not the Contracting Party knew or could have known of their contribution to such violation. Each Contracting Party shall take the necessary measures to ensure direct and indirect action in accordance with this.

22.4. COMPLIANCE WITH ETHICAL BUSINESS PRINCIPLES.

22.4.1. Cemex, as part of the Cemex Group, attaches particular importance to business compliance, that is, to the evaluation and behavior of everyone in their daily work in accordance with laws and internal regulations. Legal and ethical behavior is the fundamental basis for achieving trust in a business relationship.

22.4.2. Those wishing to do business with Cemex are required to sign the Business Compliance Statement available at the link

<https://www.cemex.hr/documents/47380066/47381458/CEMEX+Izjava+o+usklađenosti+poslovanja+treće+strane.pdf/de85427e-e749-1a48-921b-2f96914a49a2>

22.4.3. This way, we make sure that all our suppliers in global supply chains respect human rights, take care of employees' working conditions, health and safety at work, and environmental and energy efficiency issues.

23. COMPENSATION OF DAMAGES AND INDEMNIFICATION

23.1. Indemnity. The supplier undertakes to compensate Cemex for all damages (actual damages and lost profits) in the event of a breach of its obligations under these General Terms and Conditions.

23.2. The contracting parties agree that non-compliance with the provisions of these General Terms and Conditions constitutes a material breach of the contract.

23.3. Compensation. The Supplier undertakes to compensate Cemex for all damages (actual damages and lost profits) as well as the amount of fines, legal and other costs and expenses incurred by Cemex as a result of the Supplier's failure to fulfill its obligations under these General Terms and Conditions.

24. APPLICABLE LAW AND JURISDICTION

24.1. Substantive and procedural law of the Republic of Croatia will apply to these General Terms and Conditions, the Purchase Order, as well as all disputes arising from them, with the exception of any conflict rules that would refer to the law of another state. At the same time, the Contracting Parties exclude the application of the provisions of the United Nations Convention on the International Sale of Goods (Vienna 1880) to the Purchase Order.

24.1.1. All disputes arising from or related to these General Terms and Conditions, the Purchase Order, including disputes related to issues of valid creation, violation or termination, as

well as the legal effects arising from it, the contracting parties agree that all possible disagreements or misunderstanding and try to resolve possible disputes primarily through negotiations. In the event that they fail to resolve the dispute by agreement, they undertake to initiate mediation in order to resolve the dispute and participate in it personally at the Mediation Center of the Croatian Mediation Association. In the event that the contracting parties fail to resolve the dispute peacefully within 60 days from the start of the mediation, the parties are authorized to request a resolution of the dispute through the courts. The contracting parties undertake not to initiate proceedings before the court before the end of the mediation. Otherwise, in case of initiation of a court case, the court is authorized to reject the lawsuit in question or other legal action by which the procedure is formally initiated.

- 24.2. All disputes arising out of or in connection with these General Terms and Conditions, the Purchase Order, including disputes relating to the issues of valid occurrence, violation or termination, as well as the legal effects arising therefrom, shall be finally settled before the competent court in Split.

25. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS, AMENDMENTS

- 25.1. The General Terms and Conditions have been drawn up in writing and are available on Cemex's business premises and on the Cemex website www.cemex.hr
- 25.2. By accepting Purchase orders, the Supplier confirms that it is familiar with and agrees with the content of the General Terms and Conditions, that they are clear and understandable, and that it fully accepts the rights and obligations arising from them.
- 25.3. Cemex reserves the right to amend the General Terms and Conditions in accordance with laws and regulations, and business policy.
- 25.4. In the event of an amendment to the General Terms and Conditions, the amended General Terms and Conditions shall apply to Purchase Orders to be issued after the amendment enters into force.
- 25.5. In the event of a change in the General Terms and Conditions resulting from a change in mandatory regulations, the amended General Terms and Conditions shall also apply to existing operations.

26. FINAL PROVISIONS

26.1. GENDER EQUALITY

- 26.1.1. The terms used in these General Terms and Conditions, which have a gender meaning, regardless of whether they are used in the masculine or feminine gender, include the masculine and feminine genders equally and are neutral in character.

26.2. NULLITY

- 26.2.1. If at any time one or more provisions (or any part thereof) of the General Terms and/or the Purchase Order for any reason become invalid, unenforceable, or void in any aspect, this fact will not have any effect on the other provisions of the General Terms and/or Purchase Orders. By mutual agreement, the Contracting Parties will replace such a provision with a new, valid and enforceable provision that will, to the greatest extent, enable the achievement of the goal that was intended to be achieved by the provision that was found to be invalid, unenforceable or null.
- 26.2.2. If at any time there is a change in the name of the legal and by-laws to which these General Terms and Conditions refer, or if their subject matter is regulated by some other legal and by-law regulation, this fact will not have any effect on the provisions of the

General Terms and Conditions and the legal and by-laws will be applied these questions are being edited.

26.3. WITHOUT WAIVER OF RIGHTS

26.3.1. Delay or absence of actions related to the exercise of any right or legal remedy of Cemex shall not be considered as a waiver of that or any other right or legal remedy.

26.4. PUBLIC NOTIFICATION

26.4.1. The Supplier is not authorized to make any press releases or other announcements related to its relationship with Cemex or the Purchase Order without the prior written consent of Cemex.

26.5. COSTS RELATED TO THE IMPLEMENTATION OF THESE GENERAL CONDITIONS

26.5.1. Costs incurred by the Supplier in fulfilling the obligations from these General Terms and Conditions are borne by the Supplier and are included in the price of the Product and/or Service.

26.6. LANGUAGE

26.6.1. These General Terms and Conditions are written in Croatian and English. The Croatian version of the General Terms and Conditions will be interpreted with the same legal effect, however, in the event of a conflict between the Croatian and English language versions, the content and meaning of the provisions of the General Terms and Conditions in the Croatian language will prevail.

27. ENTRY INTO FORCE

27.7. The general conditions and any future amendments and additions shall enter into force after a period of 15 (fifteen) days from the date of publication on the Cemex website - www.cemex.hr, and shall be considered published on the date indicated on the cover of this document.

27.8. Before concluding the contract, the supplier is obliged to check the validity of the General Terms and Conditions and monitor their possible changes on the Cemex website. It is considered that the Supplier has accepted the changes to the General Terms and Conditions if, within a period of 15 (fifteen) days from the date of entry into force, he does not notify Cemex that he does not accept them.

27.9. The general conditions apply for an indefinite period of time, or until they are changed.

OCCUPATIONAL SAFETY, FIRE PROTECTION, ENVIRONMENTAL PROTECTION AND ENERGY EFFICIENCY

1. OCCUPATIONAL SAFETY, FIRE PROTECTION

- 1.1. The Supplier is obliged to strictly adhere to the regulations on occupational safety and fire protection (hereinafter: OH&S) contained in Croatian legislation, the Ordinance on occupational safety, the Ordinance on fire protection of Cemex, and Cemex procedures and work instructions from occupational safety and fire protection. All subcontractors have the same obligations, whereby the Supplier bears full responsibility in relation to the same.
- 1.2. Pursuant to these General Terms and Conditions for the needs of Cemex, the Supplier undertakes to perform an occupational safety audit within the Supplier's facilities and office at its own expense and by the appropriate certification house. The audit is performed in accordance with Cemex's work instructions on verification and auditing of subcontractors.
- 1.3. Prior to the commencement of the execution of the Purchase Order, depending on the circumstances, the Supplier is obliged to appoint a coordinator for the supervision of health and safety of all employees of the Supplier and its subcontractors working for Cemex.
- 1.4. The Supplier Coordinator, together with the responsible coordinator/supervisor of Cemex, who is in charge of monitoring the contracted work, and the Cemex employee from the Health and Safety Sector, will analyse the state of health and safety in work performed within the Cemex facility/premises, providing the necessary information regarding hazards and the use of appropriate personal and group protective equipment.
- 1.5. Employees of the Supplier and its subcontractors must possess medical certificates and all other certificates and assurances, in accordance with legal requirements.
- 1.6. Prior to the commencement of the execution of the Purchase Order, the employees of the Supplier and its subcontractors are obliged to undergo appropriate training from OH&S in accordance with Cemex standards.
- 1.7. All employees of the Supplier and its subcontractors working within or at Cemex facilities are required use a Cemex ID card when entering and leaving the premises and wear personal protective equipment at work. In particular, and at all times in the Cemex facility/premises, a safety helmet, high-top safety work shoes with protective toe-caps, long-sleeved work clothes must be used which comply with the requirements of standard EN 20471 class 3, protective gloves and goggles. Whenever necessary, additional risk-adjusted safeguards should be used.
- 1.8. Personal protective equipment used by employees of the Supplier and its subcontractors must meet the basic requirements of personal protective equipment. Any work equipment - machinery, scaffolding, ladders, tools and other materials used, including harnesses for working at heights and lifting equipment - must have appropriate certificates, assurances or verifications of conformity, as well as test records for machines which will be used, all in accordance with legal obligations.
- 1.9. The Supplier undertakes to perform operations with special risk/danger, in accordance with risk assessments, work instructions and work permits by Cemex representatives.
- 1.10. The Supplier undertakes to transport persons within the locations of the Cemex facility/premises in accordance with the applicable legal provisions and other bylaws in the field of occupational safety and fire protection in relation to the means of transport adapted to that purpose and using all necessary security elements (harness, lights, turn signals, mirrors, reversing sirens, safety data sheets and markings).
- 1.11. The Supplier guarantees that all its workers and subcontractors who will work in the Cemex facility/premises and who are subject to such potential exposure to harm and hazards will

- receive before the start of work all training and information required by applicable legislation, including but not only limited to the Occupational Health and Safety Act.
- 1.12. Upon the invitation of Cemex, the Supplier undertakes to submit to Cemex: a) an extract from the court register for the Supplier and the subcontractor; (b) references to works and services; (c) a brief description of the work to be performed by the Supplier and the subcontractor; (d) acts on occupational safety and fire protection of the Supplier and subcontractors and contact details of the person authorized to supervise occupational safety of the Supplier and subcontractors - if any.
 - 1.13. In the event of an injury at work suffered by an employee of the Supplier or subcontractor, the Supplier is obliged to report it immediately to the employees of the Cemex OH&S Department, as well as the director of the facility where the accident occurred and submit an accident report. The telephone number is that of the OH&S department head (tel. Number: 099/231-5350).
 - 1.14. The Supplier undertakes to release Cemex from any and all liability in respect to injury at work and/or damage suffered by a worker of the Supplier or subcontractor at the Cemex facility. Likewise, the Supplier undertakes to compensate in full the damage caused by its employee or subcontractor to Cemex or a third party.
 - 1.15. The supplier undertakes in particular:
 - 1.15.1. before performing the work, proof must be given to the Cemex Occupational Health and Safety Department showing that they have signed employment contracts with the workers who are to perform the work, and the subject of the Purchase Order, that the workers, if they are foreigners, have a valid work permit, guarantee that the workers have duly registered health and disability insurance, i.e., that the stated conditions are met for workers working for subcontractors/if the Supplier hires them to perform part of the contracted work, and to inform Cemex in case of changes,
 - 1.15.2. if the Supplier is obliged under the Law on Occupational Safety to prepare a plan for the execution of works, it is obliged to submit a copy of it to Cemex, and to appoint a coordinator of OH&S in the execution phase of works,
 - 1.15.3. prior to the execution of works, submit to the Department of Occupational Health and Safety a statement of qualification, working ability, and capacity to work in a safe manner, with a list of workers on the job site (form "F-6023"),
 - 1.15.4. to equip workers with the prescribed personal protective equipment, according to the dangers they are exposed to while performing the contracted works,
 - 1.15.5. identify their own machines, devices, equipment and employees in such a way that they differ from Cemex and other contractors,
 - 1.15.6. to carry out safety at work in order to protect its workers, and to organize work and ensure its performance so that its workers do not endanger the health and safety of Cemex workers and other contractors on a joint work site,
 - 1.15.7. comply with Cemex safety rules,
 - 1.15.8. report in an orderly manner at the entrance gate.
 - 1.16. If the Supplier or subcontractor in any way acts contrary to the rules and provisions of the OH&S from these General Terms and Conditions, including any other prescribed by law, Cemex has the right to:
 - 1.16.1. stop in whole or in part the execution of the Service. Suspension of works lasts until the moment of agreement between the Contracting Parties, and until the moment when the Contractor and their subcontractor implement an appropriate plan to improve safety at work, where the Contractor is responsible for delay in fulfilling their obligation due to work stoppage;
 - 1.16.2. apply a penalty for violating the provisions of this item of the General Terms and Conditions;

I. Basic breaches of contractual obligations	PENALTIES		
	First penalty	Second penalty	Third penalty
Failure to submit mandatory documentation before the start of work (confirmation that workers are registered with the pension and health care system, certificates of competence in occupational safety and fire protection, risk assessment, valid medical certificates, certificates of professional training, correct and valid certificates for machines).	Notice	Monetary fine 130,00 EUR	Monetary fine 260,00 EUR
Non-use of personal protective equipment (protective helmet, goggles, highly visible clothing, high protective work shoes, earplugs, protective masks).			
Non-use of handrails.			
Not wearing a padlock for Lock-out.			
During and after work, failure to keep work areas tidy and clean			
Non-use and improper use (misuse) of the record card			
II. Serious breaches of contractual obligations	PENALTIES		
	First penalty	Second penalty	
Handling work tasks, machines and devices without the necessary knowledge, skills, training and qualifications.	Monetary fine 26,00 EUR and temporary ban of work performance in Cemex facilities	Monetary fine 660,00 EUR and permanent ban of entry into Cemex facilities	
Physical confrontation with Cemex employees or third parties			
Performing dangerous work (work in a closed space, work at height, hot work work) that does not comply with safety procedures and without a work permit.			
Blocking of safety exits and fire detection and extinguishing systems, unnecessary displacement of fire extinguishers.			
Leaving the workplace without first returning protective devices and safety systems.			
Failure to report dangerous actions or situations.			
Failure to report an injury at work in a timely manner.			
Walking outside the marked safety routes on roads.			

Failure to observe the basics of safe driving (cell phone, speed, seat belt, reversing horn).		
III. Very serious breaches of contractual obligations	First penalty	
Defective work scaffolding.	<p>Immediate stoppage of work performance, monetary fine 660,00 EUR and permanent ban of entry into Cemex facilities</p>	
Work at height without mandatory protective equipment.		
Work on movable machinery or equipment without applying the Lock out procedure.		
Work in a high voltage facility without a work permit, without complying with Cemex safety procedures and legal rules.		
Failure to secure moving machinery against accidental or intentional starting.		
Work under the influence of alcohol.	<p>Immediate stoppage of work performance and permanent ban of entry into Cemex facilities</p>	

1.16.3. Cemex is authorized to reduce the amount from the Purchase Order for the imposed fine, or to demand payment of damages in full if the damage which occurred is greater than the penalty charged.

1.17. For jobs performed by a larger number of workers and more complex jobs, the supplier undertakes to provide a construction site manager. This especially applies to turnkey projects.

2. ENVIRONMENTAL PROTECTION

2.1. The execution of the contents of the Purchase Order must comply with all environmental regulations in force at the time of delivery or fulfilment, in particular the applicable requirements of the Environmental Protection Act, the Waste Management Act, the Air Protection Act, the Chemicals Act, the REACH Directive, the relevant national laws and bylaws. The supplier is obliged to ensure that Cemex can meet its legal obligations when the item of delivery is used as intended. To estimate the overall noise level, the Supplier shall provide Cemex with project-related data on the noise level of the delivery facility in a timely manner.

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

2.3. The Supplier's employees are obliged to maintain their workplaces in orderly condition, and in particular they should take care to leave the safety components of the plant and plant in a safe condition after the completion of the work.

2.4. Prior to the execution of works, the Supplier undertakes to ensure that the responsible person and the worker sign a statement that they will comply with the obligations of the Environmental Management System and that they are aware of the hazards and possible impact on the environment that may arise as a result of their activities, as well as with the hazards and obligations related to occupational safety (Form F-6027).

2.5. The Supplier undertakes to take care of the collection and disposal of all types of hazardous and non-hazardous waste generated during the execution of works that are the subject of the

- Purchase Order, all in accordance with the applicable Waste Management Act and internal regulations of Cemex, in accordance with the ISO 14001 standard.
- 2.6. The Supplier undertakes to follow safety guidelines and procedures when handling chemicals and hazardous substances. Packaging inspections should be carried out to ensure that labels are properly labelled, that the packaging is undamaged, and that the expiry date of chemicals has not passed, as well as their proper disposal, if it is determined that they are not unfit for use.
 - 2.7. The Supplier undertakes to implement appropriate measures to prevent fugitive dust emissions into the environment when working with bulk loads. Measures include avoiding over-handling of the load, controlling dusting by wetting the material using a water spray system or adding water during cargo handling, especially in windy weather, covering the load tightly during transport.
 - 2.7.1. Equipment used to handle loads must be maintained and serviced in order to be efficient and reduce dust generation.
 - 2.7.2. After the manipulation of the load, it is necessary to clean the working area of residual material with suitable tools or to inform the competent person about the need for cleaning.
 - 2.8. The Supplier undertakes that, before leaving the factory premises, the work vehicles and machinery should be cleaned/washed at the designated location, in order to prevent the spread of contamination.
 - 2.9. The supplier undertakes to implement measures to prevent emissions of excessive noise levels.
 - 2.9.1. Equipment and machinery should be regularly maintained to ensure that they operate quietly and more efficiently.
 - 2.9.2. The use of noisy machines and tools should be avoided, except when absolutely necessary, and used with the minimum power required.
 - 2.9.3. Noisy operations shall be planned between 08.00 and 18.00, when higher noise levels are permitted.
 - 2.10. In the event of an incident involving an employee of the Supplier or a subcontractor, the Supplier is obliged to immediately inform the responsible person of the plant in which the incident occurred. The supplier is obliged to take measures to prevent further spread of harmful impact on the environment, and to try to localize pollution, pollution, and prevent further spread into the environment personally and by available means, only under the condition that it takes justified measures to eliminate the risk of damage or prevent damage.
 - 2.11. If the Supplier or subcontractor in any way acts contrary to the rules and provisions of Environmental Protection from these General Terms and Conditions, including any other provisions prescribed by law, Cemex has the right to stop the performance of the Service in whole or in part. The suspension of works lasts until the moment of agreement between the Contracting Parties and until the moment when the Supplier and its subcontractor implement measures for the protection and/or remediation of environmental damage, whereby the Supplier is responsible for the delay in fulfilling the obligation caused by the suspension of works.
 - 2.12. Penalties for violating the provisions of the Environmental Protection from these General Terms and Conditions

Breach of contractual obligations by the Contractor/Contractor	Contractual penalty (EUR)		
	First	Second	Third
During and after work, failure to keep work areas neat and clean	Notice	130,00	260,00
Non-compliance with the provisions on the collection and disposal of all types of hazardous and non-hazardous waste	Notice	130,00	260,00

Failure to follow safety guidelines and procedures when handling chemicals and dangerous substances	Notice	130,00	260,00
Failure to implement measures to prevent fugitive dust emissions into the environment	Notice	130,00	260,00
Failure to implement measures to prevent emissions of excessive noise levels	Notice	130,00	260,00
Failure to report an incident with possible consequences for the environment	Notice	130,00	260,00
Transfer of pollution from the factory circuit to the environment, due to lack of maintenance of work vehicles and machinery	Notice	130,00	260,00
Handling defective devices and equipment that can or have caused environmental damage.	260,00 + Period of prohibition of work	660,00 + Banned from entering Cemex's facilities	
Failure to take measures to prevent the spread of harmful impact on the environment during an incident	260,00 + Period of prohibition of work	660,00 + Banned from entering Cemex's facilities	

3. Cemex's CBAM Compliance

3.1. **CBAM Requirements.** The Supplier acknowledges that the Purchaser [exports cement to customers within] [imports products to] the European Union ("EU") and that such [exports] [imports] are subject to the EU's Carbon Border Adjustment Mechanism ("CBAM") Regulation, specifically as outlined in Regulation (EU) 2023/956 and any subsequent amendments or relevant (implementing) regulations. The Supplier agrees to fully comply with all CBAM requirements and to provide the Purchaser with the following accurate, complete, and timely documentation necessary for CBAM compliance (the "CBAM Requirements"):

3.1.1. **Embedded Direct Carbon Emissions.** The Supplier shall provide the Purchaser with a detailed and accurate calculation of the embedded direct carbon emissions associated with the production processes of the goods supplied under this Agreement, pursuant to the methods for calculating embedded emissions established in Annex IV of the CBAM. This calculation must include emissions from the production of heating and cooling that is consumed during the production processes, regardless of where the heating or cooling is produced.

3.1.2. **Embedded Indirect Carbon Emissions.** The Supplier shall also provide the Purchaser with a detailed and accurate calculation of the embedded indirect carbon emissions associated with the production of electricity consumed during the production processes of the goods supplied under this Agreement, regardless of the location where the electricity is generated, pursuant to the methods for calculating embedded emissions established in Annex IV of the CBAM.

3.1.3. **Carbon Pricing Documentation.** The Supplier must provide evidence of any carbon price paid or due in the country of origin for the embedded carbon emissions in the supplied goods hereunder. Carbon price shall mean the monetary amount paid in a third country, under a carbon emissions reduction scheme, in the form of a tax, levy or fee or in the

form of emission allowances under a greenhouse gas emissions trading system, calculated on greenhouse gases covered by such a measure, and released during the production of goods. This documentation should include any applicable rebates, or other forms of compensation received by the Supplier in relation to these carbon emissions.

- 3.2. Format and Method of Submission. All documentation and data provided by the Supplier must be in a digital format or in any other format, as required by Purchaser. For this purpose, the Purchaser may provide designated Communication Templates to the Supplier. If provided in digital format, the documentation must be submitted through secure electronic means as required by the Purchaser to ensure confidentiality and integrity of the data.
- 3.3. Timing and Frequency of Documentation Submission
 - 3.3.1. Monthly Submission. The Supplier shall submit the CBAM Requirements for each calendar month, no later than 15 days after the end of each month.
 - 3.3.2. Additional Documentation. The Supplier shall submit any additional documentation reasonably required by the Purchaser to comply with CBAM, no later than 10 days after such request. The Supplier shall cooperate with Purchaser to comply with any requirements by the EU authorities regarding CBAM.
- 3.4. Indemnity and Remedies
 - 3.4.1. Indemnification. In the event that the Supplier fails to timely deliver the CBAM Requirements or any additional documentation requested documentation by Purchaser to comply with CBAM or provides inaccurate, incomplete, or fraudulent information, the Supplier agrees to indemnify and hold the Purchaser harmless from any and all penalties, fines, damages, or additional costs imposed by the EU authorities or incurred by the Purchaser as a result of non-compliance with CBAM.
 - 3.4.2. Breach and Termination. Failure to timely deliver the CBAM Requirements shall constitute a material breach of this Agreement, for which Purchaser may terminate this Agreement without liability and in addition to any other remedies available under this Agreement or at law.
 - 3.4.3. Survival of Obligations. Supplier shall comply with the CBAM Requirements for all goods delivered hereunder, even after termination or expiration of this Agreement.

4. EFFICIENT USE OF ENERGY AND WATER RESOURCES

- 4.1. The supplier shall take into account the objective of increasing energy efficiency and the efficiency of water consumption. By efficiency, the contracting parties mean the consumption of energy, i.e. water, to achieve the identified benefit. A procedure is considered effective only if the agreed target is achieved with minimum energy and/or water consumption (minimum consumption principle). In fulfilling its work task, it must ensure that environmentally friendly machinery and equipment are used as much as possible, with maximum efficiency in the use of energy and water resources. The supplier is obliged to harmonize the behavior of its employees with these requirements.
- 4.2. When performing the works, the Supplier confirms that Cemex will consider the energy and water consumption of the ordered items to estimate the energy and water consumption when performing the service, and will take into account the principle of minimum consumption when selecting the product. The supplier must adhere to the principle of minimum consumption in the production and assembly of the delivered goods and use equipment that ensures the highest possible level of efficiency in the use of energy and water resources. In this regard, Cemex will provide support to the Contractor within the scope of its findings and capabilities.

- 4.3. The Supplier undertakes to encourage its employees to adhere to the principles of minimum 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. Pay attention to the tightness of the connections of hoses and pipelines, couplings, sliders when using the factory compressed air network, as well as water supply and drainage. This applies to the Supplier's equipment as well as to the Cemex network. The Supplier shall notify the Client of any leaks without delay;
 - 4.3.3. Ensure that tools for the consumption of energy (technical gases, oils and fuels, compressed air, electricity, light, etc.) and water (taps and other equipment for washing and watering, watering green spaces, etc.) are used only for as long as necessary to carry out the work.
 - 4.3.4. Properly plan the time of watering green areas (early morning or late evening), in order to reduce evaporation, and properly adjust the sprinklers to avoid watering pavements and other unnecessary areas.
- 4.4. The tools used must be in perfect working order to ensure optimal energy and water consumption. If it is possible to choose different tools/equipment, the most efficient device should always be used.
- 4.5. If the Supplier or Subcontractor acts in any way contrary to the rules and provisions of the Efficient Use of Energy and Water Resources from these General Terms and Conditions, including any other prescribed by law, Cemex has the right to suspend the performance of the Service in whole or in part. The suspension of works lasts until the moment of agreement between the Contracting Parties and until the moment when the Supplier and its subcontractor implement measures for the protection and/or remediation of environmental damage, whereby the Supplier is responsible for the delay in fulfilling the obligation caused by the suspension of works.
- 4.6. Penalties for violating the provisions of the Efficient Use of Energy and Water Resources from these General Terms and Conditions

Breach of contractual obligations by the Contractor/Contractor	Contractual penalty (EUR)		
	First	Second	Third
Non-compliance with energy and water resource efficiency measures	Notice	130,00	260,00
Handling defective devices and equipment, negatively affecting their performance	Notice	130,00	260,00