



**GENERAL TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES**

Including

**Conditions for Performing the Work and/or Services in Terms of Quality, Health and Safety, Fire  
Safety and Environmental Protection**

**and Rules for Energy Efficiency**

for

the companies of Cemex group in the Czech Republic

Part A: General Terms and Conditions for Purchase of Products and/or Services

Part B: Conditions for Performing the Work and Services in Terms of Quality, Health and Safety, Fire Safety  
and Environmental Protection and Rules for Energy Efficiency

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**Part A. GENERAL CONDITIONS FOR THE PURCHASE OF PRODUCTS AND/OR SERVICES (hereinafter: "General Terms")**

## **1. GLOSSARY**

- 1.1. In these General Terms, the following terms, unless the context indicates otherwise, shall have the following meanings, singular or plural:
- a. "Business Day" means (i) for Product delivery: every day except Saturday, Sunday, and days which are officially non-working days in the Czech Republic, (ii) for Service performance: every day except for the official non-working days in the Czech Republic;
  - b. "Cemex" means any of the Cemex group companies based in the Czech Republic, which acts as a party ordering Products and/or Services in a contractual relationship;
  - c. "Civil Code" means Act No. 89/2012 Coll., as amended;
  - d. "Contract" means the contractual relationship between Cemex and the Supplier arising on the basis of the acceptance of the Order, the subject of which is the supply of Products and/or Services;
  - e. "Contracting Party" means Cemex or the Supplier, individually and/or collectively, as the context requires;
  - f. "Products" means the goods, things or products that are the subject of the Purchase Order;
  - g. "Purchase Order" means an order for the purchase of Products and/or Services and at the same time a proposal to conclude a Contract;
  - h. "Services" means any work or services (or any part thereof) that are the subject of the Purchase Order;
  - i. "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;
  - j. "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 Czech Republic; (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 Czech Republic or outside an EU Member State.

## **2. SCOPE OF APPLICATION**

- 2.1. These General Terms regulate the general rules and conditions under which Cemex, in its capacity as the Client and/or Customer, procures the Products and/or Services from the Supplier on the basis of the Purchase Order. The General Terms 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, the terms and conditions contained in the Purchase Order have greater legal force in relation to these General Terms.
- 2.3. These General Terms shall prevail over any additional, different or contradictory terms and conditions and/or any document issued by the Supplier at any time. Terms and conditions issued by the Supplier, which Cemex has not expressly agreed to in writing, will not apply to the Purchase Order or the related contractual relationship.

## **3. PURCHASE ORDER CONFIRMATION, REVOCATION OR SUSPENSION**

- 3.1. Cemex issues the 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 and/or 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 Products and/or the execution of the Services.

- 3.2. The Supplier shall, within no later than 3 (three) Business 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 Products and/or Services if it has not immediately or within three 3 (three) Business Days, counting from receipt of the Purchase Order, rejected it to the e-mail address of the contact person indicated in the Purchase Order, regardless of the requirement to confirm the Purchase Order in terms of the previous point of this article.
- 3.4. The acceptance of the Purchase Order by the Supplier according to the previous paragraph is considered to be the acceptance of the proposal for the conclusion of the contract presented by Cemex and is therefore the moment of the conclusion of the Contract.
- 3.5. If there is a difference between the confirmation of the Purchase Order and the Purchase Order, the confirmation of the Purchase Order is considered an new offer by the Supplier and binds Cemex only if Cemex has accepted the amendment to the Purchase Order explicitly and in writing, i.e. the conclusion of the Contract based on the acceptance of an offer or other proposal for the conclusion of the Contract with a deviation is excluded, even if it is a deviation that does not substantially change the original conditions.
- 3.6. Cemex reserves the right:
  - a. to revoke the Purchase Order to the Supplier's contact e-mail 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;
  - b. 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;
  - c. 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 Products and/or execution of the Services.
- 3.7. In case of revocation and/or withdrawal from the Purchase Order as described in item 3.6. c. of these General Terms, Cemex is obliged to reimburse the Supplier for costs of Products 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 any damage incl. lost profit due early termination of the contractual relationship according to item 3.6. of these General Terms.

#### **4. DEADLINE AND PLACE OF DELIVERY**

- 4.1. If the Supplier is unable to deliver the Products and/or perform the Services within the agreed time, it is obliged to immediately notify Cemex in writing of the delay, state the cause of the delay and assess a new delivery/execution time of the Products and/or the Services; otherwise, the Supplier is liable for damage caused by failure to comply with the notification obligation. If Cemex does not agree with the newly anticipated delivery/execution time of the Products and/or the Services, it is entitled to withdraw from the Contract/cancel the Purchased Order without any obligations towards the Supplier. Entitlement to a contractual penalty according to paragraph 4.2. these General Terms is not affected.
- 4.2. In case of delay of the Supplier with delivery of Products 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.

- 4.3. In relation to the realized amount of the contractual penalty according to item 4.2., Cemex is authorized to issue an invoice to the Supplier for the amount of a contractual penalty, which the Supplier is obliged to pay within the period indicated in the invoice. If the Supplier does not pay the contractual penalty within the specified period, Cemex is entitled to unilaterally set off its claim from the contractual penalty against the Supplier's claim for payment of the price of the delivered Products and/or Services or any other payable claim of the Supplier. The statement of offsetting may be sent to the Supplier by post, fax or e-mail.
- 4.4. Partial deliveries are not permitted, except with the express approval of Cemex. In the case of partial delivery, the quantity of the Products remaining for delivery must be stated in the delivery note.
- 4.5. Early deliveries are not permitted, except with the express approval of Cemex. In case of early delivery of the assembly requiring Products, Products will be stored until the date of assembly 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.

## **5. DELIVERY, PACKAGING**

- 5.1. 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.)
- 5.2. The agreed upon INCOTERMS of delivery parity will be indicated in the Purchase Order.
- 5.3. When delivering the Products 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, even if Cemex is required to do so by law unless otherwise agreed in the Contract. 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.
- 5.4. 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.

## **6. SUBCONTRACTOR PARTICIPATION**

- 6.1. 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.
- 6.2. If the Supplier has not specified a subcontractor in its bid, and during the delivery of Products and/or 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.
- 6.3. 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 as if it had delivered the Goods and/or Services itself.

## **7. PRICE**

- 7.1. The price of the Products and/or Services represents the value of the Products and/or Services 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 or by determining the method of its calculation without indicating the total price of the Products and/or Services.

- 7.2. The price of the Products and/or Services 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.
- 7.3. The price (total/unit) of the Products and/or Services is fixed/unchanged during the validity of the Purchase Order, unless otherwise agreed by the Purchase Order.
- 7.4. Any additional costs incurred in connection with the delivery of Products and/or the provision of Services are authorized by the Supplier to be charged to Cemex only if they have been agreed in advance by Cemex in writing.

## **8. INVOICING, PAYMENT CONDITIONS**

- 8.1. Payment of agreed price is executed on the basis of the Supplier's duly issued invoice. The Supplier shall deliver the invoice for the delivered Products, or performed Services, to Cemex simultaneously with the delivery of the Products and/or Services, i.e., issue it to Cemex no later than 3 (three) Business Days from the day of delivery of the Product, or from the signing of the handover protocol confirming the proper execution and acceptance of the Services by Cemex, unless otherwise agreed.
- 8.2. The due date of the invoice is sixty days from the delivery of the invoice to Cemex, unless otherwise stated in the Purchase Order. In the case of recurring performance, the settlement period is one month, unless otherwise stated in the Purchase Order. In such a case, the Supplier is obliged to issue an invoice always on the last day of the calendar month for which the invoiced price is to be paid.
- 8.3. Unless expressly stated otherwise in the Order, the invoice will be issued electronically and sent to the address [cze.faktury@cemex.com](mailto:cze.faktury@cemex.com). The invoice must always be issued in accordance with accounting, tax and other binding regulations, as well as international accounting standards and in accordance with the General Terms and Conditions and the Purchase Order.
- 8.4. A delivery note confirmed by Cemex or a handover protocol signed by both parties is a necessary attachment to the invoice. The number of the Purchase Order to which the invoice refers must be indicated on the invoice.
- 8.5. In the event that the invoice is not properly issued, Cemex is entitled to return it to the Supplier for correction within its due date. The Supplier is obliged to resubmit a properly issued invoice to Cemex in the manner indicated above, with the new due date starting to run only from the date of receipt of the properly issued invoice.
- 8.6. In the event that the due date of the monetary obligation falls on a Saturday, Sunday or non-working day, the payment of the monetary obligation is made on time if it is debited from the Cemex account no later than the nearest Business Day.
- 8.7. Each Contracting Party bears the cost of bank fees for transactions related to the supply of Products and/or Services charged by its bank.
- 8.8. Assignment of any claims of the Supplier against Cemex is possible only with the prior written consent of Cemex.

## **9. DUTIES OF VAT PAYER**

- 9.1. The Supplier agrees to promptly notify Cemex in writing that the relevant tax authority decided that the Supplier is the unreliable payer in accordance with § 106a paragraph 1 of Act No. 235/2004 Coll.,

The Value Added Tax, as amended (VAT Act). The Supplier expressly agrees that on the tax documents issued under this contract only account published in accordance with § 96 paragraph 2 of the VAT Act (hereinafter referred to published accounts) will always be given. The Supplier is required to disclose in writing change of the published account to Cemex at least five days before the announcement of change to the tax authority.

- 9.2. If the Supplier breaches any of its obligations under the preceding paragraph and Cemex will be required in respect of liability under § 109 of the VAT Act the relevant tax authority based on its call to pay value added tax for the Supplier, the Supplier will be obliged to pay Cemex the contractual penalty in the amount of VAT paid, at least 500,- CZK. This does not affect the right to compensation or the right to unjust enrichment, which can be applied for separately from the fixed penalty.
- 9.3. Cemex is entitled to pay value added tax on the set amount directly to the competent tax authority, if it finds that the account specified on the invoice, where a taxable supply shall be paid, is not published account or if he finds that Supplier is unreliable payer. Payment of the VAT is considered in this case to be made to the Supplier by crediting on the account of the tax authority.
- 9.4. Points 9.1. until 9.3. does not apply if the deferred tax liability regime is selected

## **10. GUARANTEES, LIABILITY FOR DEFECTS**

- 10.1. The Supplier is responsible for obvious or hidden defects in accordance with the Civil Code and special regulations governing the Supplier's responsibility regarding the type of Products and/or Services delivered.
- 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, otherwise, he is responsible for damage caused by failure to fulfil this obligation.
- 10.3. If the subject of delivery are Products that are in the nature of equipment or a spare part, the Supplier is responsible for ensuring that the delivered Products will function fully and without problems within the existing equipment in which it will be installed.
- 10.4. If there are:
  - a. visible defects in material or workmanship on the Product delivered in accordance with the Purchase Order or the Service is provided defectively; 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.

In each of these cases, Cemex is also entitled to claim damages according to the general rules on liability for damages, including all damages arising as a result of a defect in the Product and/or Service.

- 10.5. The Supplier shall, upon notification by Cemex, replace or repair a defective Product or provide defect-free Service 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 or does not provide defect-free Service within a reasonable time, Cemex is authorized to choose to:
- a. replace or repair such Product or provide defect-free Service via third party 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 or provided Service in a timely manner; or
  - c. request a price reduction.
- 10.8. The right to compensation for damage is not affected by the exercise of rights from liability for defects.
- 10.9. 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. 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. After the Services have been performed, the Supplier shall provide Cemex with an overview of the Services, including a report on the completion of the Services. The Services performed will be taken over by Cemex through a handover protocol. The handover protocol is drawn up by the Supplier and signed by both Contracting Parties. If Cemex refuses to take over the work, it is obliged to state the reasons in writing in the handover protocol. After eliminating any deficiencies for which Cemex refused to take over the Services performed, the handover procedure is repeated and, if successful, the Contracting Parties sign the handover protocol. Cemex will take over the performed Services or their parts even if the Services or their parts have minor defects and unfinished works, and if the Supplier undertakes to remove them by a mutually agreed upon date. The Supplier undertakes to eliminate defects in the Services without undue delay, but no later than the date agreed with Cemex. If the defects are not removed by the Supplier within the specified period, or in the case of an imminent danger, Cemex is entitled to ensure the removal of the defects by itself or in cooperation with a third party, and to charge the related costs to the Supplier in full. The handover protocol specified in this paragraph of the General Terms signed by the responsible person of Cemex is the basis for the Supplier's invoicing.
- 10.10. Without prejudice to other rights arising from these General Terms and/or legal regulations, the Supplier shall indemnify and release from liability Cemex for all claims under liability, which are held by third parties to Cemex as a result of defects in Products and/ or Services which were supplied by the Supplier. Products and/or Services 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, Czech standards, and other similar rules. Products and/ or Services supplied by the Supplier must bear the CE marking required by the applicable EC directives and Czech 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 further 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.

## **11. RISK OF DAMAGE**

In the case of deliveries including Services, the risk of damage passes from the Supplier to Cemex upon acceptance of the duly executed Service according to the mutually confirmed handover protocol. For deliveries that do not include Services, the risk of damage passes to Cemex at the time of acceptance of the Product by Cemex at the place of performance.

## **12. OWNERSHIP**

- 12.1. Ownership of the Product passes to Cemex at the moment of its acceptance at the place of performance.
- 12.2. Cemex is the owner of the manufactured object of the work from the very beginning. The agreed reservation of ownership also applies to the case where the work is performed by a subcontractor.

## **13. ORDER CANCELLATION/WITHDRAWAL FROM THE CONTRACT**

- 13.1. 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, in the manner provided for in item 20. of these General Conditions, send a written warning to the other Contracting Party in which it 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, Contracting Party is entitled to withdraw from the Contract. Withdrawal from the Contract does not affect the right to compensation for damages.
- 13.2. The Contracting Party is authorized to cancel the Purchase Order / withdraw from the Contract even before the expiry of the period for correction or without providing a period for correction, if the other Contracting Party, after notification of breach of obligations under the Purchase Order/Contract and/or violation of these General Terms and Conditions, has stated that it will not fulfil the Purchase Order/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 Purchase Order/ 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 Purchase Order has been sent/Contract was concluded.
- 13.3. A material breach of the Contract and/or these General Terms establishing the right of Cemex to withdraw from the Contract is considered in particular to be a situation if:
- a. 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,
  - b. The Supplier becomes illiquid and/or insolvent or is subject to execution proceedings;
  - c. The Supplier by his act or omission damages the reputation of Cemex;
  - d. The Supplier violates the obligation of data confidentiality and personal data protection set in these General Terms;
  - e. 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 these General Terms.

- 13.4. The cancellation of the Purchase Order/withdrawal from the Contract, regardless of its reason, does not affect the rights and obligations of the Contracting Parties that arose before the cancellation of the Purchase Order/withdrawal from the Contract, which due to their nature should continue even after the cancellation of the Purchase Order/withdrawal from the Contract (in particular, all obligations regarding with damages, confidentiality, contractual penalties and assignment of claims, etc.).

#### **14. MATERIAL, DOCUMENTATION, DRAWINGS, TECHNICAL SOLUTIONS, SOFTWARE DEVELOPMENT**

- 14.1. All material that Cemex has handed over to the Supplier for the purpose of delivering the Products and/or providing the Services remains the property of Cemex for the entire duration of the contractual relationship 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 /termination of the Contract 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.
- 14.2. 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 and Contract 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 Contract.
- 14.3. The Supplier expressly declares that it has all the necessary authorizations, certificates and all other permits required for the execution of the Contract, and that, at the request of Cemex, it will submit these documents to Cemex. If the execution of the Contract requires special approval from the competent authorities and institutions, the Supplier shall obtain them in a timely manner and at his own expense.
- 14.4. 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.
- 14.5. If the Supplier deviates from the technical documentation published by Cemex, the Supplier shall pay all losses and costs arising therefrom; this includes namely costs for expert opinions, additional calculations, replacement deliveries, and all other related costs, ancillary and principal receivables.

#### **15. INSURANCE POLICY, BANK GUARANTEE**

- 15.1. For the purpose of orderly fulfilment of the Supplier's obligations (timely and orderly execution of the Services, correctness of the delivered product, elimination of defects within the warranty period) assumed by the Purchase Order confirmation, Cemex may request from the Supplier:
- a. 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,
  - b. arrange, or extend, at own expense, liability insurance for damage caused by a defective product and/or covering the claims of persons arising from the Supplier's activities during

the delivery of Products and Services or in connection with them, and submit proof of the validity of such insurance and maintain such insurance for the entire period of validity Contracts or duration of the Supplier's obligations under the Contract;

- c. 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.

## **16. STATEMENTS AND GUARANTEES**

16.1. The Supplier declares and guarantees:

- a. to have all the rights and powers to enter into and perform obligations within the Purchase Order, resp. resulting from the Contract;
- b. has all permits and licenses that are necessary for the supply of Products and/or Services, and that these permits are sufficient for him to be able to start and properly complete the performance of the subject matter of the Contract;
- c. has full authority to perform the obligations agreed under the Contract and is entitled to supply the Products and/or provide the Services without any infringement of the rights of any third party (or if there were any restrictions, they were waived);
- d. 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 Contract;
- e. 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 and/or Services belonging to them;
- f. that the delivered Products and/or Services 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;
- g. the Supplier provides a warranty period of 24 months from the delivery of the Products or the signing of the handover protocol, if it concerns the performance of the Services, for the Services performed and/or the Products delivered, unless otherwise agreed in the Contract,
- h. that the delivery of the Products and/or Services shall be free from defects in design, material, workmanship and performance 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 to Cemex or third parties;
- i. 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 Contract shall not infringe upon any patent, copyright, trademark, trade secret or any proprietary right of any third party;
- j. that the delivery of the Products and/or the execution of the Services will be in accordance with all applicable laws and legal regulations;
- k. when delivering Products and/or Services, the Supplier will proceed independently and with due professional care, however, it is bound by Cemex's framework instructions; the Supplier is obliged to notify Cemex in writing of any inappropriateness of the instructions;
- l. 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;
- m. that the Purchase Order, Contract and accompanying documents will be validly

signed/certified by authorized representatives of the Supplier;

- n. that he is not a national of a country, nor is he established in a country, which is subject of international sanctions, nor is he directly or indirectly owned by a natural or legal person who is a national or is established in a country which is subject of international sanctions according to legal regulations valid and effective in the territory of the Czech Republic, and this status will last for the duration of this agreement.
- o. will comply with all legal regulations valid and effective in the territory of the Czech Republic regarding export control and trade embargoes that may apply to the performance of the Contract and undertakes that his actions will not directly or indirectly expose Cemex to the risk of violating applicable sanctions.
- p. that any Goods used in the performance of the Contract do not originate from a country subject to export restrictions or embargoes, nor have they been transported through a country subject to export restrictions or embargoes.
- q. in the event of the discovery of any fact that may in any way lead to a situation significantly different from the one guaranteed by these General Terms and Conditions, it shall immediately notify Cemex of the occurrence of such a circumstance. In accordance with § 1765 paragraph 2 of the Civil Code, the Supplier assumes the risk of a change in circumstances.

- 16.2. 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/Contract, as if reiterated in relation to existing circumstances. If any of the Supplier's statements above prove to be false, this constitutes a material breach of the Contract and establishes Cemex's right to withdraw from the Contract.

## **17. INTELLECTUAL PROPERTY**

- 17.1. 17.1. Intellectual property includes copyright and related rights, industrial property rights and all other rights that are protected as intellectual property in the Czech Republic or other countries in which Cemex and/or the Supplier operate.
- 17.2. 17.2. 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.
- 17.3. 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, the Supplier shall notify Cemex in writing of any request, violation or action in connection with the above within 3 (three) Business Days upon receipt of the request in question. Cemex undertakes to cooperate, as far as it can, with the Supplier, in the procedures referred to in this article.
- 17.4. The Supplier undertakes to provide Cemex with the necessary cooperation and undertakes to take over proven claims, or refund their compensation to Cemex, and reimburse Cemex for any costs of legal representation or payment of court fees.
- 17.5. In the event that it is determined that the Product and/or 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 Product and /or 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 product or services equivalent to the Product and/or

Services that are the subject of the Purchase Order and do not violate copyright the rights of third parties.

- 17.6. 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. This does not affect Cemex's right to compensation damages.

## **18. CONFIDENTIALITY**

- 18.1. Confidential information includes the Purchase Order, the Contract, all attachments, the price of the Products and/or Services, as well as data, trade secrets, business information and other information of any kind including but not limited to: programs, projects, agreements, drawings, preliminary concepts, sales and/or marketing proposals, creative designs and concepts, technical data and know-how, research, plans, products, software technical requirements, services, suppliers and customers, forecasts, business strategy, financial or other business information of the other party that will be designated in writing as confidential , specifications and all other information, documentation and data that any Contracting Party makes available in writing, orally, visually, electronically or in any other way to the other Contractual Party, as well as all information generated by the Purchase Order, as well as any other information that is confidential within the meaning of legal regulations applicable to the business relationship between Cemex and the Supplier, or which it can reasonably be assumed that Cemex has an interest in keeping them confidential.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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 concluding the Contract or during its performance.
- 18.5. 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 an expert who act with due care. The Supplier is entitled to make Cemex's confidential information available to its employees, subcontractors, advisors or other third parties only to the extent necessary to fulfil the purpose for which the confidential information is made available to a third party in connection with the Purchase Order/Contract and if such third party is bound by a duty of confidentiality.
- 18.6. 18.6. 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.
- 18.7. The Supplier 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.

- 18.8. The Supplier undertakes to compensate Cemex for all damages (direct and indirect) and related costs, which would be incurred by the Supplier and/or persons to whom the Supplier made confidential information available.
- 18.9. The obligation to maintain data confidentiality applies to the Supplier and/or subcontractor for 6 (six) years from the date of delivery of the Products and/or Services, or cancellation of the Purchase Order/withdrawal for the Contract, whichever occurs earlier.
- 18.10. 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.

## **19. PERSONAL DATA PROTECTION, PROTECTION STANDARDS**

- 19.1. 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.
- 19.2. 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 Supplier (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 the Contract relating to such privacy practices.
- 19.3. 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 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.
- 19.4. The Supplier declares and guarantees that they will:
  - a. store personal data with such care as is necessary to avoid the possibility of unauthorized access, use or disclosure;
  - b. 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;
  - c. 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.

- 19.5. With regard to the information security of the personal data, the Supplier declares and guarantees:
- a. 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;
  - b. 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.
- 19.6. 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.
- 19.7. The Supplier undertakes to ensure that its employees comply with the obligations prescribed by law and these General Terms 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.
- 19.8. 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. connections 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.
- 19.9. 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 Purchase Order, the Supplier undertakes to comply with the Payment Card Industry Data Security Standard ("PCI DSS").
- 19.10. 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. iii. Notify Cemex of the occurrence of such an event by e-mail at the address [privacy\\_cz@cemex.com](mailto:privacy_cz@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.
- 19.11. Compensation for damages. The Supplier undertakes to bear all damages (actual damage and lost profits) in the event of a breach of its obligations set out in this point of the General Terms, which are the result of omissions on the part of the Supplier.
- 19.12. Indemnification. The Supplier undertakes to compensate Cemex for all damages (actual damage and lost profits), as well as the awarded amount of fines, attorneys and other costs and expenses incurred by Cemex as a result of non-fulfilment of the Supplier's obligations under this item of the General Terms.

## **20. OCCUPATIONAL SAFETY, FIRE PROTECTION, ENVIRONMENTAL PROTECTION AND ENERGY EFFICIENCY**

Provisions on occupational safety, fire protection, environmental protection and energy efficiency are set in Annex no. 1 of these General Terms. 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 or in the Contract, any notices and/or requests and/or consent or other communications that the Contracting Parties will provide to each other in connection with the Purchase Order or with execution of Contract shall be provided in writing as follows:
- a. personally; or
  - b. by registered mail; or
  - c. 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/Contract.
- 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:
- a. if delivered in person, at the time of delivery; or
  - b. if sent by registered mail (mandatory return receipt) 3 (three) days after sending; or
  - c. 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 or the Contract.

## **22. FORCE MAJEURE**

- 22.1. A circumstance excluding responsibility (force majeure) is defined as the occurrence of an external, extraordinary and unforeseeable circumstance arising after the conclusion of the contractual relationship, which no Contracting Party at the time of issuing or accepting the Purchase Order (conclusion of the Contract) could foresee, prevent, remove or avoid. This includes but is not limited to: a) natural disasters: earthquake, flood, lightning, storm, drought, frost and others, b) war, insurrection, riot or martial law, c) strike, lockout, boycott or other industrial action, embargo d) declaration of a lockdown in connection with a pandemic and/or epidemic due to the occurrence of microorganisms (viruses, bacteria) of an unknown strain, type, subtype, e) decisions by local or state authorities that cause a temporary delay 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 Contracting Parties, which results in the Contracting Party being in default or unable to fulfil its obligation. However, a circumstance related to the economic circumstances of the Contracting Party is not considered a circumstance excluding liability.
- 22.2. In the event of an incident that is interpreted as force majeure, the Contracting Party that is substantially prevented from fulfilling its obligations from the Purchase Order/the Contract, 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.
- 22.3. 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.
- 22.4. 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/withdraw from the Contract with immediate effect, immediately upon receipt of the notification of the occurrence of force majeure.

## **23. ANTI-CORRUPTION CLAUSE, MONEY LAUNDERING, INSPECTION OF BUSINESS BOOKS, PROTECTION OF HUMAN RIGHTS**

### **23.1. ANTI-CORRUPTION CLAUSE**

- 23.1.1. The Supplier hereby declares and guarantees that in any portion related to and connected with the execution of the Purchase Order, it has NOT:
- a. paid or received, or promised to pay, or promised to accept bribes or any other inappropriate and unacceptable fees; or
  - b. 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.
- 23.1.2. 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 the Purchase Order, 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.
- 23.1.3. Notwithstanding the provisions of these General Terms, 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 (withdrawing from the Contract).

### **23.2. MONEY LAUNDERING**

- 23.2.1. 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.
- 23.2.2. The Supplier declares and guarantees that they deliver Products/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.
- 23.2.3. Those wishing to do business with Cemex are required to sign the Business Compliance Statement available at the link <https://www.cemex.cz/antikorupcni-prohlaseni> and acknowledges that signing this Statement is a condition for entering into a contractual relationship with Cemex.

### **23.3. HUMAN RIGHTS**

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.

## **24. CEMEX'S CBAM COMPLIANCE CLAUSE**

- 24.1. CBAM Requirements. The Supplier acknowledges that the Cemex imports products to the European Union ("EU") and that such 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 Cemex with the following accurate, complete, and timely documentation necessary for CBAM compliance (the "CBAM Requirements"):
- 24.1.1. Embedded Direct Carbon Emissions. The Supplier shall provide the Cemex with a detailed and accurate calculation of the embedded direct carbon emissions associated with the production processes of the goods supplied under Contract, 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.
- 24.1.2. Embedded Indirect Carbon Emissions. The Supplier shall also provide the Cemex 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 Contract, regardless of the location where the electricity is generated, pursuant to the methods for calculating embedded emissions established in Annex IV of the CBAM.
- 24.1.3. 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.
- 24.2. 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 Cemex. For this purpose, the Cemex 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 Cemex to ensure confidentiality and integrity of the data.
- 24.3. Timing and Frequency of Documentation Submission
- 24.3.1. Monthly Submission. The Supplier shall submit the CBAM Requirements for each calendar month, no later than 15 days after the end of each month.
- 24.3.2. Additional Documentation. The Supplier shall submit any additional documentation reasonably required by the Cemex to comply with CBAM, no later than 10 days after such request. The Supplier shall cooperate with Cemex to comply with any requirements by the EU authorities regarding CBAM.
- 24.4. Indemnity and Remedies
- 24.4.1. Indemnification. In the event that the Supplier fails to timely deliver the CBAM Requirements or any additional documentation requested documentation by Cemex to comply with CBAM

or provides inaccurate, incomplete, or fraudulent information, the Supplier agrees to indemnify and hold the Cemex harmless from any and all penalties, fines, damages, or additional costs imposed by the EU authorities or incurred by the Cemex as a result of non-compliance with CBAM.

24.4.2. Breach and Termination. Failure to timely deliver the CBAM Requirements shall constitute a material breach of the Contract, for which Cemex may terminate the Contract without liability and in addition to any other remedies available under the Contract or at law.

24.4.3. Survival of Obligations. Supplier shall comply with the CBAM Requirements for all goods delivered hereunder, even after termination or expiration of the Contract.

## **25. APPLICABLE LAW AND JURISDICTION**

25.1. Substantive and procedural law of the Czech Republic will apply to these General Terms, Purchase Order and the contractual relationship based on it, 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.

25.2. Any disputes or disagreements arising from or in connection with the General Terms and/or the Purchase Order or contractual relationship, the Contracting parties will endeavour to resolve by mutual agreement.

25.3. All disputes arising out of or in connection with these General Terms, the Purchase Order or contractual relationship, its fulfilment or in connection with them 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 in the Czech Republic set according to the registered office of Cemex.

## **26. ACCEPTANCE OF THE GENERAL TERMS, AMENDMENTS**

26.1. The General Terms have been drawn up in writing and are available on Cemex's business premises and on the Cemex website [www.cemex.cz](http://www.cemex.cz).

26.2. By accepting Purchase Order, the Supplier confirms that it is familiar with and agrees with the content of the General Terms, that they are clear and understandable, and that it fully accepts the rights and obligations arising from them.

26.3. Cemex reserves the right to amend the General Terms in accordance with laws and regulations, and business policy.

26.4. In the event of an amendment to the General Terms, the amended General Terms shall apply to Purchase Orders to be issued after the amendment enters into force.

26.5. In the event of a change in the General Terms resulting from a change in mandatory regulations, the amended General Terms shall also apply to each Purchase Order confirmed before such change.

26.6. Amendments to the General Terms shall enter into force and apply upon the expiration of 15 (fifteen) days from the date when the amendments were made available on Cemex website.

26.7. The Supplier shall be deemed to have accepted the amendments to the General Terms if it does not notify Cemex that it does not accept within 15 days of their publishing at the latest.

## **27. FINAL PROVISIONS**

27.1. Salvatory clause

If at any time any or more provisions (or any part thereof) of the General Terms and/or Purchase

Order/Contract for any reason become invalid, unenforceable, or void in any respect, this fact shall have no effect on the other provisions of the General Terms and/or Purchase Order/Contract. Such a provision shall be replaced by a new, valid and enforceable provision of the Contracting Parties by mutual agreement which will, to the greatest extent possible, enable the objective to be achieved by the provision which has been found to be invalid, unenforceable or null and void.

27.2. WITHOUT A WAIVER

The postponement or absence of actions related to the exercise of any right or remedy of Cemex shall not be considered as their waiver of that or any other right or remedy.

27.3. PUBLIC INFORMATION

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

27.4. COSTS RELATING TO THE IMPLEMENTATION OF THESE GENERAL CONDITIONS

Costs on the part of the Supplier incurred in fulfilling the obligations under these General Terms are borne by the Supplier and are included in the price of the Products and/or Services, unless otherwise expressly stated in the Purchase Order/Contract.

27.5. LANGUAGES

These General Terms have been drafted in Czech and English. In the event of a discrepancy between the Czech and English language versions, the Czech version shall prevail.

**28. ENTRY INTO FORCE**

The General Terms and Conditions enter into force and apply from October 1, 2024.

**Part B. OCCUPATIONAL SAFETY, FIRE PROTECTION, ENVIRONMENTAL PROTECTION AND ENERGY EFFICIENCY**

**1. OCCUPATIONAL SAFETY, FIRE PROTECTION, ENVIRONMENTAL PROTECTION**

- 1.1. Supplier undertakes to carry out all work and activities under the Purchase Order in accordance with all relevant safety, environmental and fire regulations, including compliance with fire prevention measures and ČSN.
- 1.2. If the Product is delivered and/ or Services or their part are performed within Cemex premises, the Supplier is obliged to observe all the obligations stipulated by "Rules for performing works and services in terms of quality, OH&S, fire and environmental protection at the company within Cemex group", as amended, that are available on: <http://www.cemex.cz/safety-annex.aspx>.
- 1.3. Based on the duties stipulated by section 101, paragraph 3 and 4 of the Act No. 262/2006 Sb., the Labour Code, Cemex hereby informs the Supplier about work risks that may arise at shared workplaces due to the Cemex's activities. The list of relevant risks is available on: <http://www.cemex.cz/safety-annex.aspx>. Prior to the commencement of work, the Supplier is obliged to submit to Cemex the information about work risks that may arise at shared workplaces due to the Supplier's activities.
- 1.4. The Supplier acknowledges and expressly agrees that Cemex due to prevention and control of compliance with the abovementioned conditions in its premises makes photos or video and audio recordings, and that these photos and records he can use to indicate, respectively use as evidence of breach of such conditions. The Supplier undertakes to draw attention to capturing video frames, respectively video and audio recordings all its employees, subsuppliers or other contractual partners, who will be present in the premises and the spaces of Cemex and shall ensure their consent to the acquisition of such photos and records, including their use for above mentioned purpose. Supplier is not entitled to use for the performance of duties under this contract within the premises of Cemex the person who had not consented making video image and / or video and audio recordings. In the event that Cemex will be forced to pay the person captured in an image or record any compensation due to the breach of the Supplier obligation, Cemex is entitled to apply for the Supplier compensation of the amount paid, including the costs and the Supplier is obliged to pay these amounts.
- 1.5. The Supplier is obliged to keep a diary of the work he performs from the day he takes over the workplace on the premises of Cemex. In the diary, it writes down all the facts that are decisive for the performance of the Contract. Cemex is obliged to monitor the contents of the diary and attach its opinions and objections to the entries. During working hours, the diary is available from a senior employee of the Supplier. If a senior employee of the Supplier does not agree with the recording made by Cemex, he is obliged to attach his statement to the recording within 3 working days, otherwise it is considered that he agrees with the content of the recording. The Supplier's technical supervision has the same rights and obligations.
- 1.6. Supplier further undertakes that in the delivery of its works it will use professional craftsmen who are able to carry out the contracted works according to the request of Cemex within the agreed dates. The Supplier warrants that it has all permits and licenses necessary to execute the Contract and that these permits are sufficient to enable it to properly complete the performance that is subject of the Contract.
- 1.7. Supplier is obliged to maintain order and cleanliness at the taken over workplace and premises. It is obliged, at its own expense, to remove the waste and impurities that have arisen from his activities on the premises of Cemex. Supplier is obliged to ensure the disposal of this waste in accordance

with Act No. 541/2020 Coll., on waste and its implementing regulations (unless otherwise agreed via performing).

- 1.8. Any pollutant emissions (in all sectors of the environment, in particular to waste, air, soil and water) that arise in causal connection with the performance of Contract by the Supplier are its product, even if that some raw materials and materials (eg. colour, water, etc.) provides from its own resources or arrange their use Cemex. Supplier bears full responsibility for the production of pollutants.
- 1.9. The supplier is liable to Cemex for damages caused to its property due to illegal or negligent actions of its employees or subcontractors and violations of applicable regulations and standards for the provision of services.

## **2. ENERGY EFFICIENCY**

- 2.1. Supplier is obliged to take into account the increase in energy efficiency in connection with the Purchase Order/Contract. By energy efficiency, the Contracting Parties mean the consumption of energy to achieve the identified benefit. The procedure is considered effective only if the agreed goal is achieved with minimum energy consumption (principle of minimum consumption). When performing his task, he must ensure that energy-efficient and ecological machines and equipment are used to the greatest extent possible. The supplier is obliged to align the behaviour of its employees and subcontractors with these requirements
- 2.2. Together with the Supplier, Cemex will consider the energy consumption of the ordered Goods and/or Services to estimate the energy demand and, in particular, take into account the principle of minimum consumption when choosing a product. The supplier must comply with the principle of minimum consumption and use equipment ensuring the highest possible level of energy efficiency during the production and assembly of the delivered Goods and/or provided Services. In this regard, Cemex will provide support to the Supplier within the scope of its findings and possibilities.
- 2.3. The Supplier undertakes to encourage its employees to adhere to the principles of minimum energy. The Supplier also undertakes to:
  - a. inform Cemex of visible and audible leaks (compressed air, "false" air, etc.);
  - b. pay attention to the tightness of the joints of hoses and pipelines, couplings, and sliders when using a factory network of compressed air. This applies to the Supplier's equipment as well as to the Cemex network. The Supplier shall immediately notify Cemex of any leaks;
  - c. make sure that power tools (technical gases, oils and fuels, compressed air, electricity, water, light, etc.) are used only for as long as is necessary to complete the job.
- 2.4. The tools used must be in perfect working order to ensure optimal energy consumption. If it is possible to choose different tools/equipment, the most efficient device should always be used.