



## **GENERAL TERMS AND CONDITIONS OF SALE**

**of the private limited company Heidelberg Materials Nederland Cement B.V.  
Chamber of Commerce number 14602233**

**Filed with the District Court of East Brabant (filing number: 25/10)  
valid from 1 January 2026**

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### **Article 1 – Definitions**

The following definitions and abbreviations are used in these General Terms and Conditions of Sale:

**GTC:** these General Terms and Conditions of Sale

**Seller:** Heidelberg Materials Nederland Cement B.V.

**Buyer:** the counterparty of the Seller

**Products:** the Products sold and delivered by the Seller

**Services:** the Services provided by the Seller in connection with the Products sold and delivered by the Seller.

### **Article 2 – Applicability**

1. The GTC apply to all quotations from the Seller and to all agreements between the Seller and the Buyer concerning the sale and delivery of Products and the Services provided by the Seller in connection therewith.
2. Any terms and conditions (general or purchasing terms and conditions) of the Buyer that deviate from or supplement the GTC are expressly rejected by the Seller. Deviating or supplementary terms and conditions are only valid if they have been accepted by the Seller in writing, without reservation and prior to the relevant agreement.

### **Article 3 – Conclusion and amendment of agreements**

1. Quotations from the Seller shall be regarded as an invitation to the Buyer to make an offer. No quotation from the Seller is binding in terms of content, execution, delivery times, availability and the like, unless expressly stated otherwise in writing by the Seller.
2. A quotation remains valid for a maximum of 15 days after the date of the quotation, unless the Seller has expressly stated otherwise.
3. Agreements between the Seller and the Buyer are concluded when the Seller accepts the Buyer's order or offer. Acceptance is effected by the Seller sending a written confirmation. The written confirmation by the Seller is considered to be an accurate and complete representation of the agreement with the Buyer. By placing orders on the basis of this confirmation, the Buyer accepts this confirmation and these GTC.
4. Amendments and additions to an agreement between the Seller and the Buyer are only valid if they have been agreed in writing and have been expressly and unconditionally accepted by the Seller.

### **Article 4 – Quality and origin**

1. The Seller guarantees that the certified Products sold by it comply with the specifications stated in the certificate upon delivery.
2. The Seller is never bound to the Buyer or third parties by specifications or other agreements between the Buyer and its customer, unless the content thereof has been reported by the Buyer in good time and the Seller has expressly accepted it. Nor does this give rise to any liability on the part of the Seller towards the Buyer or its client.
3. The Seller determines from which factory or warehouse Products are delivered, unless otherwise agreed in writing between the Seller and the Buyer.
4. The Buyer must inspect the Products delivered by the Seller immediately after delivery. The Products delivered by the Seller are deemed to have been accepted by the Buyer upon delivery. Any complaint about non-conformity or defects relating to the Products delivered by the Seller must be reported to the Seller in writing immediately after delivery, failing which the Buyer can no longer invoke this complaint.

## Article 5 – Transport and delivery of Products

1. The transport of Products shall be arranged by the Seller, unless otherwise agreed in writing between the Seller and the Buyer. The Seller shall determine the method of transport.
2. The Products shall be delivered to a destination specified by the Buyer to the Seller in good time prior to loading, stating precisely the location (nature and condition) and, if applicable, the connection point of the silo, ship or warehouse, etc., as agreed between the Seller and the Buyer with regard to the method of unloading. The Buyer shall ensure that the unloading location complies with the applicable safety requirements and standards. The Buyer is responsible for the unambiguous and correct execution of the registration and unloading procedure at the destination. This includes, among other things, correctly guiding the means of transport to the unloading location and ensuring that the goods are unloaded into the correct silo.
3. Transport by the Seller shall be carriage paid, provided that the place of destination is accessible by the means of transport determined by the Seller for the quantity to be transported along the usual route and, if by road, on an accessible paved road (road tax minimum 50 tonnes) and, in the case of transport by water, in any case along a navigable route (taking into account, among other things, locks and navigable depth). Any additional transport costs shall be borne by the Buyer.
4. Delivery free at destination shall take place:
  - by ship: *'unloaded into silo'* with ships of a size chosen by the Seller, regardless of the quantity to be delivered, unless otherwise agreed;
  - by car: *'blown into silo'* for bulk cement;
  - by car: *'free warehouse unloaded'* for packaged cement.
5. The Buyer is responsible for safe access to the unloading location and the reporting point. The driver and/or skipper must be able to reach the reporting point and the unloading location safely and without danger. Local safety instructions must be clearly visible and legible (visually) on site for the driver and/or skipper.
6. The buyer shall provide a silo for the delivery of unpackaged cement. This must be equipped in accordance with the seller's recommendations. The maintenance and inspection of vital parts of the silo (filter, overpressure protection) must be demonstrably carried out. The seller accepts no liability for the unsuitability of (the design of) the silo.
7. The Buyer must observe the agreed call-off periods, taking into account the opening hours of the factories or warehouses concerned.
8. If transport by or on behalf of the Buyer has been agreed, the Seller is entitled to refuse the means of transport, transport equipment or aids provided by or on behalf of the Buyer if, in the opinion of the Seller, these are not suitable for the transport of the Products in question. The Buyer cannot derive any rights or defences from a refusal or non-refusal by the Seller. In the event of a refusal by the Seller within the meaning of this paragraph, the Buyer shall be liable for all direct and indirect costs and/or damage suffered by the Seller as a result of this refusal.
9. If the delivery is refused by the Buyer, the day on which the Buyer refuses to accept the delivery shall be regarded as the day of delivery. The Buyer shall also be deemed to have refused a delivery if the product has been offered for delivery by the Seller but delivery proves impossible. In the event that the Buyer refuses delivery in whole or in part, the Buyer shall be liable for all direct and indirect damage suffered by the Seller as a result of this refusal. This damage shall in any case include, but is not limited to, storage costs, transport costs, personnel costs, unloading costs, clean-up costs and costs related to the breaking up of rubble.
10. If transport to the place of work and unloading take longer than agreed in the contract and/or longer than is reasonable, the additional costs shall be borne by the Buyer. The Seller accepts no liability for damage, delay, downtime or other costs resulting from an incorrect unloading procedure or unloading into the wrong silo. The Buyer indemnifies the Seller against all direct and indirect consequences of such errors.

## Article 6 – Packaging and weight

1. If the Seller and Buyer have agreed that the Products will be delivered packaged, the Seller shall determine the method of packaging.
2. Packaged Products shall be delivered gross for net. The weight of packaged Products shall be determined by the Seller during loading by means of counting and stated on the loading note or a similar document.
3. The weight of unpackaged Products shall be determined by weighing the vehicle during loading on a calibrated weighbridge, or by weighing the ship during loading, or by volumetric determination, and shall be stated on the weighing form, the loading list or similar document. For ships, a calibration is carried out before unloading and immediately after unloading, whereby the unloaded weight is determined.
4. In the event of differences between the loaded and unloaded weight for deliveries by ship, a correction shall be applied at the Buyer's request if these differences exceed 3% of the loaded weight.
5. If it appears that the Seller has delivered less than the agreed weight of Products, the Seller shall, at its discretion, only be obliged to deliver the missing weight within a reasonable period of time or, if the costs for the Seller are unreasonably increased by delivering the missing weight, to credit the Buyer with an amount equal to the price owed by the Buyer for the missing weight. The Seller shall not be liable for any compensation in this regard.
6. If it appears that the Seller has delivered more than the agreed weight of Products, the extra quantity delivered will be charged to the Buyer.

#### **Article 7 – Transfer of risk and ownership**

1. The Products are at the Buyer's risk from the moment of delivery.
2. Notwithstanding the actual delivery, ownership of the Products shall only pass to the Buyer after the Buyer has paid in full all amounts owed or to be owed to the Seller in respect of the Products delivered or to be delivered, including the purchase price, any surcharges, interest, taxes and costs due under these GTC or the agreement, as well as all work performed or to be performed under the agreement, and all claims that the Seller has against the Buyer due to the Buyer's failure to fulfil its obligations towards the Seller.
3. Any amount received from the Buyer shall first be used to settle any claims the Seller may have against the Buyer in respect of Products for which the Seller has not retained title in accordance with Article 7.2. Thereafter, any amount received from the Buyer shall first be used to settle any interest and costs due as referred to in Article 8.
4. Before ownership of the Products has been transferred to the Buyer, the Buyer is not entitled to sell, dispose of, pledge or otherwise encumber the Products with a limited security interest for the benefit of third parties. The Buyer is only entitled to process or sell the Products owned by the Seller or to deliver them to third parties insofar as this is necessary in the context of the Buyer's normal business operations.
5. The Buyer is obliged to store the Products delivered under retention of title carefully, to identify them as the property of the Seller and to keep them identified, and to insure them against risks such as fire, explosion, damage and theft. At the Seller's first request, the Buyer shall provide the Seller with (a copy of) the relevant insurance policy. At the Seller's first request, the Buyer shall transfer all rights in this regard to the relevant insurers to the Seller.
6. If and as long as the Seller is the owner of the Products, the Buyer shall immediately notify the Seller in writing if any part of the Products has been lost or damaged, or if the Products have been seized and/or otherwise claimed (in whole or in part). In addition, the Buyer shall, at the Seller's first request, inform the Seller of the location of the Products owned by the Seller.
7. In the event of seizure, (provisional) suspension of payments or bankruptcy, the Buyer shall immediately notify the bailiff, administrator or receiver of the Seller's (ownership) rights.
8. In cases where the law of the country for which the Products are intended, to which the Products are shipped or where the Buyer is established, does not recognise retention of title or imposes specific requirements on the validity or granting of such a right, the Buyer

shall inform the Seller thereof prior to delivery of the Products. The Buyer shall cooperate in complying with all requirements for establishing a valid retention of title to the Products or a security right with an effect similar to retention of title under Dutch law.

9. During the period in which the Seller has a retention of title or a similar security interest in the Products, the Buyer shall immediately notify the Seller by telephone and in writing of any loss of the Products or damage caused by or to the Products and shall provide the Seller with all relevant documents and information as soon as possible.
10. If the Buyer fails to meet its payment obligations to the Seller or if the Seller has good reason to fear that the Buyer will not meet these obligations, the Seller is entitled to take back the Products delivered under retention of title. After repossession, the Buyer shall be credited for the market value, which in no case may exceed the original purchase price, less the costs incurred in connection with the repossession and the damage suffered by the Seller as a result of the repossession of the Products.
11. If the Seller claims the Products as its property, the Buyer is obliged to inform the Seller of the location of the Products and to grant the Seller permission to enter (or have access granted to) the relevant premises and buildings in order to take back the Products.

#### **Article 8 – Price and payment**

1. Delivery of Products and/or provision of Services shall take place at the prices agreed between the Buyer and the Seller, with due observance of the GTC. Prices are quoted in euros on request and are exclusive of VAT. Prices are based on the product prices, transport costs, unloading costs, waiting time costs, taxes, levies, fuel surcharges, laboratory costs, etc. applied by the Seller at the time of concluding the agreement.
2. If, during the performance of the agreement, price-determining factors for the Products and/or Services increase due to causes beyond the Seller's control (such as general increases in the price of raw materials, currency fluctuations, taxes, levies, CO<sub>2</sub>, import and export duties, transport and fuel costs, costs resulting from changes in water levels, social security contributions and insurance rates), regardless of the reason, the Seller shall be entitled to increase the price of the Products accordingly.
3. Invoice amounts must be paid by the Buyer no later than 30 days after the invoice date as follows:
  - The exact invoice and due dates determined by the invoicing programme will be stated on the invoice.
  - If the Seller delivers the Products in instalments, parts or on demand, the invoices relating to each instalment, part or demand shall be treated as separate invoices.
  - Each payment by the Buyer shall be set off against the oldest unpaid invoice to the Buyer.
4. If the 30-day payment term is exceeded, the Buyer shall, without notice of default, immediately owe the Seller interest on the outstanding invoice amount at the statutory commercial interest rate plus 1 per cent per month, whereby part of a month shall be considered a whole month, for the period by which the payment term has been exceeded. Interest immediately payable to the Seller on the outstanding invoice amount at the statutory commercial interest rate plus 1 per cent per month, whereby part of a month is counted as a whole month. Payments by the Buyer will first be set off against (in order) costs, interest and principal in order of their due date.
5. The date of payment shall be the date on which the relevant payment is received by the Seller.
6. All costs, including the actual (extra)judicial costs incurred by the Seller in connection with the collection of outstanding amounts, shall be borne by the Buyer, with a minimum of €250.00. The legal costs are expressly not limited to the fixed costs of the proceedings, but shall be borne in full by the Buyer if the Buyer is (primarily) unsuccessful.
7. The price increases referred to in Article 8.2 do not entitle the Buyer to terminate or cancel the agreement with the Seller.

### **Article 9 – Security in the event of insufficient creditworthiness**

Even after concluding an agreement, if the Seller has reasonable grounds to doubt the Buyer's creditworthiness, the Buyer is obliged, at the Seller's request and at its own expense, to provide sufficient security for the fulfilment of its payment obligations or to pay the purchase price in full or in part in advance.

### **Article 10 – Liability**

1. The Seller shall never be liable for any damage, direct or indirect and of whatever nature, that the Buyer, its personnel or other auxiliary persons, or a third party may suffer as a result of the failure or malfunctioning of the Products delivered or Services performed by the Seller, or the unsuitability of the Products delivered by the Seller, and for damage resulting from any advice given by the Seller in relation to those Products, as well as for damage resulting from late, incorrect or incomplete delivery of the Products in question.
2. If it is established by law that the Seller is liable for any damage as referred to in the previous paragraph, its liability shall, notwithstanding the provisions thereof, in any case limited to the amount paid to the Seller under the existing insurance in connection with this damage or, if no insurance exists, to the invoice value of the Products or Services delivered by the Seller to the Buyer to which his liability relates, with a maximum of €750,000 per event or series of events with the same cause.
3. The Buyer indemnifies the Seller, its employees and those involved in the performance of the agreement (including third parties engaged by the Seller) against claims from third parties, regardless of the reason, that are in any way related to the agreement and its performance.

### **Article 11 – Force majeure**

1. The Seller shall not be responsible or liable for any delay or failure to perform the agreement resulting from force majeure, which is understood to mean a shortcoming that cannot be attributed to the Seller.
2. In the event of force majeure on the part of the Seller, its obligations shall be suspended for the duration of the force majeure situation.
3. Force majeure on the part of the Seller is understood to mean any circumstance beyond the Seller's control that prevents, delays or makes the fulfilment of (the relevant part of) its obligations towards the Buyer uneconomical, or as a result of which the fulfilment of these obligations cannot reasonably be expected of the Seller. In the event of force majeure, the Seller shall not be liable for any resulting damage. The Seller shall notify the Buyer in writing as soon as possible if one or more cases of force majeure occur or are likely to occur.
4. Force majeure on the part of the Seller as referred to in Article 11.1 shall in any case include, but is not limited to: war, threat of war, mobilisation, state of siege, epidemic, quarantine, frost, ice, flooding, slippery conditions, fog, storm, fire, explosion, obstruction and/or blockage of transport routes by land and/or water, excessively high or low water levels, lack of suitable means of transport, transport ban, organised and unorganised strike, work stoppages, lockouts or lack of labour, non-performance, late performance or improper performance by third parties, including delivery by third parties, obstructions due to government measures, disruptions in the energy supply or communication connections, disruptions at the Seller's power stations, etc., regardless of whether the circumstance in question was foreseeable at any time.
5. The Seller shall also be entitled to invoke force majeure if the circumstance preventing performance occurs after the Seller should have fulfilled its obligation(s).

### **Article 12 – Termination**

1. In any of the following cases, the Seller shall be entitled to terminate its agreement with the Buyer in whole or in part with immediate effect by means of a written notice and without judicial intervention:
  - a. The Buyer applies for a moratorium or bankruptcy, is granted a moratorium, is declared bankrupt or, for any other reason, loses all or part of the

- management or disposal of its assets;
  - b. the Buyer's company is dissolved;
  - c. the Buyer fails to fulfil any obligation under its agreement with the Seller, or fails to do so in a timely or proper manner.
2. The Seller has the right to terminate its agreement with the Buyer in whole or in part with immediate effect by means of a written notice without judicial intervention if the Seller or the Buyer has been unable to fulfil an obligation under its agreement for a period of at least three months due to force majeure.
3. If, at the time of termination of the agreement, the Seller has already fulfilled part of its obligations under the agreement, the Buyer is obliged to pay the corresponding part of the purchase price to the Seller within three days of termination. If the three-day payment term is exceeded, Article 8.4 et seq. of these GTC shall apply mutatis mutandis.

### **Article 13 – Protection of personal data**

1. Personal data will be processed in the context of the performance of the agreement between the parties. The parties guarantee that they will process personal data in accordance with the applicable laws and regulations on the protection of personal data (such as the General Data Protection Regulation ('GDPR') and its implementing regulations). In that context, the Seller refers the Buyer to its Privacy Policy as published on the Seller's website.
2. The parties agree to exchange personal data between themselves that is necessary for the performance of the agreement, compliance with legal obligations or legitimate interests. Special categories of personal data will not be exchanged or processed between the parties.
3. The Buyer guarantees that it acts in accordance with the GDPR, that it treats the personal data shared with it in a professional and careful manner at all times and that it takes adequate technical and organisational measures in accordance with the GDPR.
4. Any breach of personal data will be reported by the Buyer to the Seller as soon as possible, but no later than 48 hours after the breach (by email to [DPCA@heidelbergmaterials.com](mailto:DPCA@heidelbergmaterials.com)). The Buyer undertakes to take all necessary measures and to cooperate with the Seller in the proper handling of a personal data breach.
5. The Buyer shall completely and permanently delete the personal data provided to it when it is no longer necessary for the purposes referred to in paragraph a, except in cases where the Buyer is legally obliged to continue processing the personal data.
6. The Buyer indemnifies the Seller against all losses, damages, fines, costs, expenses and other liabilities suffered or imposed on the Seller in connection with a claim or proceedings against it by a person, third party or government or regulatory authority as a result of a breach by the Buyer of the provisions of this article or of the applicable data protection legislation.
7. Notwithstanding any provision to the contrary in the contractual documents, any limitations or exclusions of the Buyer's liability as set out therein shall not apply in the event of a breach by the Buyer of the provisions of this article or of data protection legislation.

### **Article 14 – Amendment of the General Terms and Conditions of Sale**

The Seller is authorised to make changes to the GTC. These changes shall take effect at the time announced for that purpose. The Seller shall notify the Buyer in writing of the amended terms and conditions and shall send them to the Buyer in good time and free of charge upon request. If no date of entry into force has been communicated, the amendments shall take effect with regard to the Buyer as soon as the Buyer has been notified of the amendment.

### **Article 15 – Applicable law and forum**

1. All agreements between the Seller and the Buyer are governed exclusively by Dutch

law.

2. The provisions of the Vienna Sales Convention and similar conventions do not apply to agreements between the Seller and the Buyer.
3. The court of East Brabant has exclusive jurisdiction to hear disputes arising from offers made by the Seller and agreements between the Seller and the Buyer. The Seller is also authorised to submit disputes to another competent Dutch court.

**Article 16 – Final provisions**

1. The Seller may have the agreement performed in whole or in part by third parties, if and insofar as it deems this desirable.
2. The Buyer guarantees the confidentiality of all business information of the Seller (including information and advice relating to the Products offered by the Seller) that has come to the Buyer's knowledge in any way, unless the Seller has given prior permission to disclose this information to third parties, or the Buyer is obliged to disclose it by law or court order.
3. If and insofar as a provision of the agreement or these GTC is deemed unreasonable, unacceptable or invalid under the given circumstances and is therefore dissolved, annulled or declared void, that provision shall be deemed to have been dissolved, annulled or declared void to the extent that it is unreasonably onerous and, if necessary, replaced by a provision that is not unreasonably onerous, is as close as possible to the dissolved, annulled or void provision and, taking all circumstances into account, is acceptable.