

## General Purchasing Terms and Conditions

### I. General

1. The following General Purchasing Terms and Conditions shall exclusively govern our purchase orders and shall therefore be subject matter of the purchasing agreement. Other terms and conditions of the supplier shall not be part of the agreement, even if we do not expressly object to them or we are aware of the supplier's contrary terms and conditions and accept the goods/services without reservation.
2. All orders, consents, and side agreements as well as any subsequent contractual amendments shall be valid only if they have been mutually confirmed in writing. Modifications of this clause shall also be made in a written form.
3. Supplementary terms and conditions shall apply to assembly, maintenance, inspections, repairs, and other services.
4. Our General Purchasing Terms and Conditions shall also apply to future transactions with the supplier.

### II. Prices

The prices set forth in the order are fixed and include the price for all ancillary services required under the agreement (Inclusive of all applicable Government TAX-VAT laws/rules/regulations, freight charges DDP (if not stated otherwise) our address Incoterms 2020, packaging, insurance, inspection costs as & where applicable). For import/Foreign purchases standard CPT/CFR terms will be applicable.

### III. Delivery time

1. The agreed delivery times are binding and must be unconditionally met. As soon as the supplier perceives that he will be wholly or partially unable to fulfill his contractual obligations or that he will be unable to fulfill his contractual obligations on time, he shall immediately inform us in writing stating the expected duration of the delay and the respective reason.
2. If the supplier does not comply with his delivery/service obligation within the agreed delivery time, he shall be liable as provided by law. Alternatively, we are entitled to a contractual penalty for late delivery.

### IV. Warranty

1. The supplier warrants that the goods delivered meet the contractually agreed specifications and qualities, conform to recognized technical rules and to the applicable statutory law and administrative regulations, in particular to the relevant provisions on environmental protection, regulations for the prevention of accidents and for employment protection, and that they are free of any defects which would annul or diminish value or suitability with respect to the customary/contractually prescribed use.
2. If Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (the "REACH-Regulation") in the current version applies to the goods supplied, the supplier warrants that the goods supplied comply with the requirements of the REACH-Regulation (including registration). The supplier shall indemnify us from any claims asserted against us by third parties (including public authorities) due to non-compliance with the requirements of the REACH-Regulation. The supplier is obligated to inform us of any possible amendments of the REACH standards concerning delivery items (i.e. modified safety data sheet) immediately and unrequested.
3. We are entitled to the warranty claims provided by applicable law, unless agreed otherwise individually between the parties in writing. We reserve the right to claim damages in addition to the right to claim supplementary performance. In the event of supplementary performance (removal of defects or subsequent delivery), the supplier shall bear all costs necessary for the removal of defects or subsequent delivery. A claim for damages also includes indirect, consequential, and financial damages incurred by us in causal connection with the delivery of defective goods, unless supplier acted without fault.
4. The warranty period, which is regulated by law, shall apply. For a repaired or replaced part, a new warranty period will apply for the same period of time as for the original part.
5. The supplier shall establish and maintain a recognized quality assurance system and shall substantiate this upon our demand.
6. In light of the quality assurance obligations of supplier pursuant to section IV.5, goods are to be inspected only with regard to their type and quantity and for externally visible damage caused by transportation upon their arrival. Purchaser will notify defects in quality without undue delay and latest within stipulated days upon discovery. Insofar, supplier waives the defense of the delayed notification of defect.

### V. Third party rights, industrial property rights and design

1. The supplier warrants that the goods delivered are free of third-party rights including, in particular, third party industrial property rights such as patents, designs, trademarks, and trade names. Supplier agrees to hold harmless and indemnify us against any claims of infringement of any proprietary right and against any resulting damages or expenses caused by the use or sale of the goods in accordance with the contract and immediately upon our first written demand.
2. Designs, drawings, models, statistical profiles, data carriers and the like as well as any materials furnished by us shall remain our property. They are protected by copyright, and neither they nor other goods produced using them may be given to third parties without our permission. Neither may they be used by third parties or used for advertising purposes even after the expiration of the contractually established period during which damages may be awarded for breach of contract. Furthermore, any such conduct entitles us to withdraw from the contract.

### VI. Insurance

The supplier shall arrange at his own cost insurance policy sufficient to cover damages caused by himself, his employees, his agents, or the delivered goods & services themselves as and where applicable in full or agreed amount following the law of the land. The supplier shall, at our request, notify us the amount of coverage for such occurrences.

### VII. Shipping instructions

The supplier agrees to select the transportation method that is most appropriate and at lowest cost to us.

## HeidelbergCement Bangladesh Limited

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### VIII. Invoicing and payment

1. Unless the purchasing agreement provides otherwise, invoices along with the Value Added Tax (VAT) challan & Thirteen Digit BIN (business Identification Number) must be submitted to HeidelbergCement Bangladesh after delivery or service performance.
2. The supplier shall be responsible to specify our order number on all invoices, shipping documents and in all other correspondence. If he fails in doing so, the supplier shall bear any disadvantages resulting from this.
3. Payment deadlines shall begin to run from the time stated, but no earlier than after delivery/performance as per contract and receipt of a proper invoice.
4. Payment shall not be deemed as a consent to terms and conditions and prices. The time of payment shall not affect the supplier's warranties and the right to file a complaint in respect of a defect of goods.
5. Unless otherwise expressly agreed in writing, we shall effect payment within stipulated days from the day of delivery and receipt of the clean invoice.

### IX. Force majeure

Force majeure, including war and similar events as well as business disruptions of all kinds, strikes, lock-outs and other causes or events which lead to a restriction or suspension of our business operations, shall entitle us to postpone our duty to accept delivery or wholly or partially withdraw from the contract. Postponement or withdrawal does not entitle the supplier to claim for any damages.

### X. Supplier Code of Conduct

We have described and set forth our understanding of internationally recognized principles of sustainable development and fundamental environmental, labor and social standards in our Supplier Code of Conduct, available at: <http://www.heidelbergcement.com/en/purchasing> Supplier shall abide by our Supplier Code of Conduct. We may terminate the purchasing agreement – if necessary, after giving prior written notice – in the event the supplier is in breach of the principles and standards set forth in the Supplier Code of Conduct. Furthermore, the supplier is expected to ensure that its employees and subcontractors adhere to the standards set forth in the Supplier Code of Conduct likewise.

### XI. Place of performance, applicable law, jurisdiction and binding version of Purchasing Terms and Conditions

1. The place of performance shall be the place to which goods are to be delivered or at which performance is to be rendered.
2. The agreement and these conditions shall be governed by applicable Bangladesh law.
3. Any disputes arising out of or in connection with the contractual relationship shall be submitted to the jurisdiction and venue of the courts of HeidelbergCement Bangladesh or, at our discretion, to the general jurisdiction of the supplier.
4. These General Purchasing Terms and Conditions are executed in English language. Unless otherwise expressly agreed in writing, the English version of these General Purchasing Terms and Conditions shall serve for information purposes only. In the event of any inconsistency & subsequent query the English version shall prevail and HeidelbergCement Bangladesh Limited will have the right to enact appropriate interpretation.
5. HCBL Health & Safety Policy/Guideline must always be adhered. Subsequently PPE Violation Penalty Policy will be enforced as & where applicable.
6. HCBL Quality Management System (QMS) & Environment Management System (EMS) Policy will be applicable for relevant goods & services.

### XII. Severability

Should any provision in these General Purchasing Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected.

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