

Document number: **S-10-CRH0_01**
Valid from: 15. 10. 2025
Parties: 5

ANNEX No. 3

GENERAL TERMS AND CONDITIONS – GOODS AND SERVICES

These General Terms and Conditions (hereinafter referred to as the "GTC") govern the relationship between the companies belonging to the CRH Group in Slovakia (Danucem Slovensko a.s., ecorec Slovensko s.r.o., TransPlus (Slovensko) s.r.o., Ferrobeton Slovensko s.r.o., Premac, spol. s r.o.) as a buyer or client (hereinafter referred to as the "Buyer") and their suppliers as sellers or contractors (hereinafter referred to as the "Seller") in the supply of goods, services or work.

1. Introductory provisions

1.1 These GTC govern the mutual rights and obligations of the Buyer and the Seller arising from the contractual relationship established on the basis of an order sent by the Buyer and accepted by the Seller, the subject of which is the delivery of goods, materials, services or work (hereinafter jointly referred to as the "Goods" or "Services"). The delivery of goods or services according to the Buyer's order shall be deemed acceptance of the order by the Seller, but only with respect to the delivered portion. Accepted Order, hereinafter referred to as the "Contract".

1.2 The subject of the Contract is in particular the Seller's obligation to deliver the goods or services to the Buyer, to hand over the documents for the goods or services (in particular the operating and maintenance instructions, warranty card) and to transfer ownership rights to the Buyer, who shall take over the goods and services and pay the agreed purchase price.

2. Type, Quality, Quantity, Delivery Time

2.1 The Seller is obliged to deliver the goods and services in the quantity, type, quality, packaging and on time as specified in the Contract and these GTC.

2.2 The quantity of goods or services specified in the contract is binding and the Seller is obliged to deliver it, unless it is a ongoing order or if the order states that the quantity is only informative (assumed), in which case the Seller is obliged to deliver only the quantity actually ordered by the Buyer during the term of the contract. In the event of the delivery of a larger quantity of goods or services than specified in the contract, which the buyer keeps and does not want to return, the delivery of this larger quantity is also covered by the contract and these GTC.

2.3 The specific date of delivery of goods or services is determined by the Buyer in the Contract, otherwise the Seller is obliged to deliver the goods and services immediately after placing the order.

2.4 Goods and services may only be delivered on working days during the Buyer's working hours from 08:00 to 14:00. (hereinafter referred to as "working hours"), otherwise only at the time agreed with the buyer.

2.5 The type and specification of goods and services are specified in the contract or in the Seller's price offer or in another similar document to which the contract refers and which thus becomes part of the contract as an annex.

2.6 Qualitatively, the goods and services must correspond to the contract, the relevant applicable legislation and the technical standards applicable to them. The Seller shall hand over to the Buyer along with the goods and services a certificate of proof of conformity issued by the relevant authorized person or another similar document, as well as a safety data sheet containing the so-called UFI code if the goods contain hazardous chemical mixtures.

2.7 In the event of the Seller's delay in the delivery of goods or services, the Buyer is entitled to require the Seller to pay a contractual penalty if they agree to this in the Contract.

3. Place of delivery, method of delivery

3.1 The delivery of goods and services will take place at the place agreed in the contract, otherwise at the place of the Buyer's registered office. The clauses for the place of delivery are determined according to the Incoterms currently in force.

3.2 The contact details for the purchase of goods and services are specified in the contract, otherwise only the relevant employees of the Buyer can take over the goods or services.

3.3 In the event that the delivery of goods or services is carried out by the Seller, the Seller is obliged to comply with the regulations on occupational health and safety (OHS), fire protection, and traffic regulations on the Buyer's premises, and the Buyer's internal regulations on the safety and operation of equipment and on movement on the Buyer's premises.

3.4 In the event of the refusal of the Seller or its contractual carrier to familiarize itself with the Buyer's internal regulations, the Buyer is entitled not to allow such a person to enter the Buyer's premises and not to take over the goods or services. In the event of a violation of applicable legislation or internal regulations by the Seller and/or its contractual carrier, the Buyer is entitled to have such a person removed/expelled from the Buyer's premises.

3.5 In the case of transport of goods by the Seller, the Seller is obliged to ensure that the vehicle is cleaned before leaving the Buyer's premises and in the event of pollution of the road, it is obliged to remove this pollution without delay. If this is not done, the seller is obliged to reimburse the buyer for the costs incurred by the buyer to remove the pollution of the road.

3.6 A document confirming the receipt of goods and services is in particular a delivery note, bill of lading, handover protocol, acceptance protocol, list of works or other similar document duly signed by the relevant employee of the Buyer confirming the receipt of the goods or service without defects. Goods or services will not be deemed to have been taken over by the buyer until all listed defects have been removed.

3.7 Ownership of the goods and services passes to the Buyer at the moment of delivery of the goods or acceptance of the service by the Buyer.

3.8 The receipt of the goods is confirmed by the Buyer's employee specified in the Contract, otherwise by the Buyer's employee notified to the Seller by the Buyer's employee who issued the order.

3.9 In the event that the Seller ensures the transport of the goods to the place of delivery, the Seller is also obliged to ensure the smooth unloading of the goods at the place specified by the Buyer.

4. Packaging of goods

4.1 Goods must be properly packaged to ensure adequate protection during transport and unloading. The buyer is not obliged to return the packaging of the goods. The seller is obliged to take the packaging of the goods if the buyer asks him to do so.

5. Prices of goods and services

5.1 The purchase prices of goods and services are agreed in the contract. If they are not agreed in the contract, then the purchase prices specified in the seller's price offer, to which the contract refers and which thus becomes part of it as an annex, apply.

5.2 The purchase price is final and complete, and includes all costs of the Seller related to the production and delivery of goods and services (in particular transport costs and necessary materials), unless otherwise agreed in the contract. The relevant VAT rate will be charged to the purchase price in accordance with the applicable legal regulations. The purchase price can only be adjusted on the basis of a written amendment to the contract.

5.3 In the event of delivery of goods or services outside working hours, the Buyer is entitled to charge the Seller for the costs associated with this. The purchase price of goods and services also includes the cost of unloading the goods or providing services at the place of delivery, as well as the price of packaging the goods or services.

5.4. The Contracting Parties have agreed that in the event of a reduction in the purchase price of the goods after the tax obligation has arisen, the Seller shall not adjust the tax base or VAT in accordance with Section 25(6) of Act No. 222/2004 Coll. on VAT.

5.5 In the event of the occurrence of defects in goods or services, the Buyer is entitled to withhold payment of the due invoices in an amount equal to the estimated cost of removing the defects until the defects are removed by the Seller.

5.6 In the event of withdrawal from the contract by the Buyer, the Seller shall be entitled to payment of the purchase price only for that part of the goods or services supplied or performed by the Seller up to the date of withdrawal.

6. Payment Terms

6.1 The Buyer shall pay the purchase price by wire transfer on the basis of an invoice issued by the Seller after the delivery of goods and services with the due date agreed in the Contract, otherwise 60 days from the date of delivery of the invoice to the Buyer to the account specified in the Contract or stated on the invoice.

6.2 If the Buyer is in default with the payment of the purchase price or other monetary consideration arising under the Contract, the Seller is entitled to require the Buyer to pay default interest in the statutory amount. Any other amount of default interest or other penalties and contractual penalties for the Buyer's delay in paying the purchase price, which are specified in the annexes to the contract, such as the Seller's price offer or other similar document, shall not apply and shall not be enforceable.

6.3 In addition to the particulars required by applicable law, each invoice must always contain the contract number, the account number last communicated to the Buyer and its attachment must also be a proof of receipt of the goods and services by the Buyer. In the event that the invoice contains incorrect data or does not contain the data required under the applicable legislation or these GTC (in particular the contract number, account number last communicated to the Buyer) or is not delivered in accordance with the provisions of these GTC, the Buyer is entitled to return it to the Seller for revision and from the date of delivery of the corrected invoice, its new due date begins again.

6.4 The Parties have agreed to issue invoices in electronic format. The Seller undertakes to send invoices exclusively in electronic format as an e-mail attachment to the e-mail address for sending invoices specified in the contract. The electronic invoice will be in pdf format, while the following rules must be observed:

- 1 email = 1 invoice, i.e. one email can contain only one invoice, if multiple invoices are sent, each invoice must be sent in a separate email;
- 1 invoice + attachments = 1 pdf file, i.e. the invoice must be sent in one pdf file together with all attachments (confirmations of delivery of goods/services), attachments always follow the invoice itself, invoices must not be password-protected, compressed or locked for printing;
- Invoices are sent only electronically, i.e. invoices sent to the agreed email address will not be resent in paper form.

6.5 The Buyer is entitled to withdraw from the contract or its unfulfilled part even if the Seller fails to deliver the goods or services properly and on time, in particular within the agreed deadlines and quantities.

6.6 The Buyer is entitled to set off any of its claims against the Seller arising from the Contract or these GTC with any (including from other contractual relationships) claims of the Seller against the Buyer.

6.7 The assignment of any claims of the Seller against the Buyer arising from the Contract is possible only with the prior written consent of the Buyer.

7. Liability for defects and complaints

7.1 The Seller is liable for defects in the goods in accordance with the applicable legal regulations.

7.2 The Seller provides the Buyer with a warranty of 24 months from the delivery of the goods or services, unless otherwise agreed directly in the contract. A different length of the warranty period or a different modification of the warranty conditions than the statutory legislation specified in the annexes to the contract, such as in the seller's price offer, shall not apply..

7.3 In the event that the Seller fails to remove the defects within 10 days of notification at the latest, the Buyer has the right to remove the defects with the help of another supplier at the Seller's expense.

8. Other provisions

8.1 In cases of force majeure, i.e. unforeseen force majeure events beyond the Buyer's control of the Buyer's will, or in the event of the Buyer's decision to cancel a project that should have included the delivery of goods or services under the Contract, the Buyer is not obliged to take the goods or services under the Contract and is entitled to withdraw from the Contract.

8.2 The Seller undertakes to comply with the CRH Principles of Responsible Business during the performance of the contract, to the extent that they apply to its business, available at <https://www.danucem.com/sk/sustainability/ethical-behavior-and-management>. In the event of the issuance and publication of a new CRH Responsible Business Principle, which will be notified to the Seller (e.g. by email or by sending an internal order with a link to the new CRH Responsible Business Principles), the Seller undertakes to comply with the CRH Responsible Business Principles as amended.

8.3 The Seller acknowledges that the Buyer's premises are controlled and monitored and that the Buyer has issued rules for entering its premises that may require the provision of biometric data. The Seller undertakes to comply with the Buyer's entry rules and to inform its employees and subcontractors about them. The Seller acknowledges that if any of the above persons does not comply with these entry rules, they may be denied entry to the Buyer's premises (no entry) or may be expelled from their premises.

8.4 Information on the processing of personal data:

The Seller confirms that it has familiarized itself with the information on the processing of personal data available on the <https://www.danucem.com/sk/privacy-statement> and that it has acquainted all data subjects involved in the preparation and/or performance of the contract and whose personal data it will provide to the Buyer about its content.

8.5 The Seller is responsible for ensuring that control and compliance with health and safety regulations is ensured during the delivery of goods or services in accordance with the relevant legal regulations. At the same time, the Seller undertakes to comply with the Conditions of OHS, OPP and OŽP and the Tariff of Penalties CRH published on the Buyer's website: <https://www.danucem.com/sk/partner-zone/documents>.

8.6 The Seller undertakes to register prior to the first invoicing in the relevant assurance processes, if and as requested by the Buyer. The Seller is obliged to immediately notify the Buyer in writing of the change in his data, in particular the account number.

8.7 The provisions of Section 373 et seq. apply to the regulation of the rights and obligations of the contracting parties in the event of damage. of the Commercial Code, which take precedence over the provisions concerning compensation for damage specified in the seller's price offer or in other annexes to the contract.

8.8 In the event that the goods or services are considered to be a copyrighted work, the Seller grants the Buyer permission to use the goods and services (license) to the following extent:

- Method of use: all methods known at the time of conclusion of the contract;
- Scope of the license: unlimited scope, non-exclusive license,
- License time: the entire duration of the copyright ownership;
- Remuneration: free of charge.

8.9 The Seller grants the Buyer consent to contact the Seller by post, e-mail, telephone or SMS and MMS service for the purpose of direct marketing as well as to send advertising. The Seller grants the Buyer consent to the disclosure of the Seller's business name and the fact that the Seller is in a contractual relationship with the Buyer, including the name of the project, for the purpose of carrying out the Buyer's marketing activities. The Seller is entitled to withdraw this consent at any time by sending a notice to the Buyer.

9. Final provisions

9.1 Unless otherwise stipulated in the Contract, the Contract and the GTC shall be governed and governed by the relevant provisions of the Commercial Code.

9.2 These GTC are an integral part of every contract concluded between the Buyer and the Seller, whereby in the event of a discrepancy, the Contract, then these GTC and then other annexes to the Contract such as the Seller's price offer, the Seller's General Terms and Conditions or another similar document shall prevail.

9.3 The Contracting Parties have agreed that all documents served between the Contracting Parties in connection with the Contract or the GTC shall be delivered to the current addresses of their registered offices (or places of business) published in the Commercial (Trade) Register on the Internet or to the addresses specified in the Contract, unless they notify each other of the change of addresses. In the event that the addressee fails to collect the consignment by the tenth day from the date of its dispatch to the addressee at the address agreed in accordance with this paragraph, the consignment shall be deemed to have been delivered on the tenth day from the date of its dispatch, provided that it has been sent by registered mail by the postal undertaking to the address agreed in accordance with this paragraph, irrespective of the whether the addressee has received the consignment and/or whether the consignee has become aware of the consignment.

9.4 The Parties agree that the Buyer has the right to provide all information specified in the Contract to persons belonging to the CRH Group at the time of its provision as well as to their contractual advisors. All information related to the Buyer's technology, production and technical procedures of the Buyer is confidential and has the nature of a trade secret, therefore the Seller may not disclose it to third parties without the prior written consent of the Buyer or use it contrary to its purpose for its own needs.

9.5 The Agreement may be concluded in writing or with an electronic signature of DocuSign, while a Contract concluded in writing or with an electronic signature of DocuSign may only be amended in writing or with an electronic signature of DocuSign. By providing DocuSign email addresses in the signature line of the contract, the parties express their willingness to sign the contract with DocuSign's electronic signature and agree that the representatives listed therein are authorized to sign the contract electronically on behalf of the parties and have sole control over and responsibility for their email addresses specified in the signature line. The Parties are aware of and accept that the DocuSign electronic signature is legally binding in accordance with Regulation (EU) No. 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation), which is directly applicable in all EU Member States. According to the eIDAS Regulation, Article 25 - Legal effects of electronic signatures "An electronic signature may not be denied legal effects and admissibility as evidence in court proceedings solely on the ground that it is in electronic form or that it does not meet the requirements for a qualified electronic signature".

9.6 These GTC and the Contract shall be governed by Slovak law and the Slovak courts shall have territorial jurisdiction, unless otherwise agreed in the Contract. Any other law or other courts specified in the Seller's quote or other similar document included in the contract shall not apply and shall be null and void. In the event that the contract contains an international element, the court with territorial jurisdiction is determined according to the buyer's registered office. In the case of multiple language versions of these GTC or the Contract, the wording of the GTC and the Contract in the Slovak language shall always prevail.

9.7 These GTC enter into force and effect on: 15.10.2025.