



Annex to the Sales Contract

Cement Hranice, akciová společnost
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<http://www.cement.cz>

1. Introductory Provisions

- 1.1 These General Conditions for Supplies are an integral part of the signed Sales Contract for the supply of cement, hereinafter "goods", issued on the basis of the Buyer's order.
- 1.2 All supplies of goods are carried out according to these General Conditions for Supplies. Changes of the General Conditions for Supplies are valid only if made in writing (e.g. in the Sales Contract).
- 1.3 Your communicated initiative to change the agreed conditions of the Sales Contract shall be discussed and in case of an agreement, the discussion shall result in signing of a written, continuously numbered amendment thereto, confirmed by both contracting parties, otherwise this change is not valid.

2. Supplies of Goods

- 2.1 The Seller supplies the goods in the amount, type and dates agreed in the Sales Contract.
- 2.2 A requirement to supply with an increased amount of goods is changing the Sales Contract. The provisions of paragraph 1.3 of these General Conditions for Supplies apply.
- 2.3 The goods will be supplied as bulk goods.
- 2.4 The Buyer may transport the goods with their own transport, or the Seller will ensure the transport of goods when required to do so through:
 - a) contracting carriers. If that is the case, at least 30 tonnes of cement inland and 28 tonnes of cement for export are supplied in one tank truck. Should a different amount be taken, the Seller is entitled to account to the Buyer additional costs;
 - b) their own or hires carriages Uacs.

2.5 Seller's transport

The carrier transports the goods continuously, Monday – Sunday, based on the requirements of the Buyer or the Seller. The contract price includes the time of landing at the Buyer's up to 60 minutes. The Seller will invoice the amount of 800,- CZK/hod for every additional hour.

The latest time when the obligation to supply the Buyer with the goods is triggered is:

- a) within 24 hours upon the Buyer's order placed before 12 o'clock (midday) at the latest at the contracting carrier's dispatching centre as required in the Sales Contract,
- b) within 36 hours upon the Buyer's order placed before 24 o'clock (midnight) at the latest at the contracting carrier's dispatching centre as required in the Sales Contract.

Sunday is excluded from that time limit.

Unless the Buyer cancels the ordered transport at least 24 hours prior the loading of the consignment or, following bilateral agreement, the Buyer may be charged a contractual penalty of 800 CZK for every time. If that is the case, the Buyer is not entitled to charge the Seller sanctions or the payment of compensation for non-compliance with the deadline for the delivery of goods. When railway carriages Uacs are used for the transport, the Buyer is obliged to land the goods as quickly as possible and send the carriages back. To speed up wagon turn, the Seller charges the Buyer demurrage of 250 CZK/carriage for every following day for landing exceeding 14 days.

2.6 Buyer's transport

When bulk goods are taken by the Buyer's tank trucks, the self-service dispatching system with chip cards is used for periodical orders, in case of one-off orders, the merchant's code is used for loading. Whichever the case, it is required to submit the power of attorney for the transport of goods with the information about the validity of the power of attorney, the Sales Contract number, the goods required and the authorisation of the carrier, or more precisely of the combination for periodical orders, with the information about the vehicle (registration number of the tractor, tare and the combination weight of charge, driver's name) for one-off orders, to prodej@cement.cz. To check the provided technical data, the Buyer shall submit the registration book of both the tractor and the trailer of the given combination.

The issued chip card will make taking goods 24/7 possible. The Buyer shall use chip cards only for the combination, or drivers, the cards were issued for. Loss or damage of the card as well as changes of the given information shall be reported to the Seller without delay.

- 2.7 In case supply of cement CEM I 42,5 R (na) s $\text{Na}_2\text{O}_{\text{ekv.}} \leq 0,78 \%$ is required, the Seller shall be informed at least 2 months before the start of the goods deliveries.

3. Price and Basic Terms of Payments

- 3.1 The purchase price for goods is fixed by agreement.
- 3.2 The argued purchase price may be adjusted by the Seller. The Buyer shall be informed about that adjustment in writing without delay (e.g. by e-mail). The Buyer is entitled to reject the adjustment of the purchase price and for that reason terminate the Sales Contract within 10 working days in writing within the 30-day period of notice, starting on the day of the receipt of the notification. Should the Buyer fail to do so, the relationship will continue with the adjusted purchase price. In case the relationship is terminated, the Seller will supply the goods for the price prior the adjustment until the end of the period of notice.
- 3.3 Unless there is another agreement, the Seller acquires the right to invoice the Buyer with each individual delivery.
- 3.4 An invoice is the Seller's formal notice for the Buyer to pay the agreed purchase price for the goods delivered. The invoice shall be due within 14 days after the issue unless otherwise agreed in the Sales Contract. The invoice shall be as set out in the applicable accountancy and tax documents.
- 3.5 The Seller is entitled to withdraw from the Sales Contract in the event of delays of the Buyer to pay the agreed purchase price.

4. Accompanying Documents of the Deliveries

- 4.1 An obligatory accompanying document of the good deliveries is the landing document for railway deliveries, delivery note for road deliveries, which the driver is obliged to print and without which he must not leave the Seller's premises.
- 4.2 The documents shall include this information above all: the Sales Contract number, type of goods, designations and amount of goods, the date of the shipment of goods, the number of the measurement units of individual types of goods, the destination of the goods delivery, the method of transport and the registration number of the means of transport, the place and date of making the delivery note, the carrier's signature.

5 Title to the Goods and the Risk of Damage

- 5.1 The Buyer acquires the title to the goods at the moment of the physical transfer of the goods at the point of the transfer or by handing over the goods to the first carrier for transmission to the Buyer.
- 5.2 The risk of damage passes to the Buyer from the date of the first transmission of the goods.
- 5.3 If a quantitative mismatch, damage or incomplete supply of goods are detected by the Buyer, they shall draw up a report with the carrier stating this fact or record it in writing on the goods delivery note and notify the Seller in writing without delay.

6 Rights from a Defective Performance

- 6.1 Rights from a defective performance apply according to the provisions of Section 2099 and subsequently Act No. 89/2012Sb., Civil Code, and the complaints proceedings follow the Seller's "Complaints Procedure".

7 Environmental Protection

- 7.1 The Seller has introduced the system of management regarding the environmental protection – Environmental Management System based on the standard ČSN EN ISO 14001.
- 7.2 The Buyer and the carriers ensuring the transport for the Buyer are then obliged to comply with the following principles:
 - a) save the environment in the premises of the Seller (do not throw away the rubbish and the like),
 - b) check the technical condition of the vehicles regularly,
 - c) do not exceed the permitted exhaust gas and vehicle noise limits,
 - d) do not exceed the permitted weight of charge of the combination,
 - e) avoid the leakage of oil,
 - f) report possible failures or accidents to the Seller's dispatching centre in their headquarters without delay. The costs on fixing the failures or an accident are charged to the persons who caused them.

8 Occupational Health and Safety

- 8.1 The Seller has introduced the system of occupational health and safety management based on the standard ČSN ISO 45001, the policy of which is available for everybody on visible locations in the main entry and the lobby of the administrative building in the plant in Hranice.
- 8.2 The risks posing possible threat to the safety and health when dispatching, are: traffic accidents, injuries to the head by hitting, falls, tripping, cement dust – damage of respiratory organs, skin and eyesight, trapping, winding, crushing by machinery and the like.
- 8.3 Therefore, the Buyer and the carriers ensuring the transport for the Buyer are obliged to minimize the risks, the occurrence of accidents and occupational injuries by complying with the following principles:
 - a) introduce yourself to the safety sheet for the product given and possibly to the technical documentation for the product packaging (available at www.cement.cz/produkty or with the dispatching centre workers),
 - b) provide the employees with necessary personal protective equipment (PPE),
 - c) it is obligatory to use PPE when leaving the vehicle and moving around the loading area, at least the following:
 - helmet with a chinstrap, gloves, goggles, S3 occupational footwear with a toe cap, clothes (jacket and overalls) with reflective stripes, or possibly a respirator, when necessary,
 - use a ladder to climb onto the tank and move on the gangway safely using the protective tank rails actively to avoid falls from heights,
 - d) when leaving the vehicle, switch off the engine and ensure its immobilisation,
 - e) follow possible instructions of the dispatching worker, do not cause stressful situations,
 - f) to increase caution when moving and operating on roads and loading areas on the company's premises, to increase caution when entering and possibly reversing to the filling points, to use signalling and to avoid collision with technology and passing company employees (it is the driver's duty to report any damage to technology and collision with pedestrians),
 - g) when loading bulk materials with the use of pressurized air, it is necessary for the worker to protect himself during loading against possible rupture of the hose or metal hose connection = stay at a safe distance and use PPE to protect him from the pump bow, dust, eye damage, lacerations, head and leg/foot injuries, pollution, etc, observe general traffic regulations and signs, respect the operation of handling trolleys,
 - h) do not operate and otherwise intervene with the machines you are not competent to operate, do not remove and do not damage protective and other safety devices,
 - i) entering the production and operation buildings and the railway is strictly prohibited,
 - j) smoke at the designated areas only and do not handle with open flame,
 - k) it is necessary to report about an injury, accident or near miss to the worker of the dispatching centre or the emergency number 581 829 666 without delay.
- 8.4 Upon the infringement of the principles leading to the reduction of occurrence of occupational injuries, risks and accidents according to paragraph No. 8.3 in this article, the Seller is entitled to impose a fine of 2,500,- CZK for every breach of that obligation and for every detected and documented case.

9 General Provisions

- 9.1 The Buyer is obliged to treat all orders, the Sales Contract, related business and technical specifications as a business secret.
- 9.2 The Buyer is obliged to state the information about their company, the company headquarters, the identification number and the information about the entry in the Commercial Register including the reference number on all orders, business letters and invoices. Unless stated otherwise in the Sales Contract or in these General Conditions for Supplies, the general binding rules of the Czech applicable laws apply for the legal relationships resulting from the business.
- 9.3 The Seller indicates that when processing personal data, they follow the Information on the Processing and Protection of Personal Data for the Employees of the Business Partners, Customers and Suppliers (Informace ke zpracování a ochraně osobních údajů pro zaměstnance obchodních partnerů, zákazníků a dodavatelů), the current version of which is available at www.cement.cz.
- 9.4 The buildings and loading areas of the Seller in their headquarters in Hranice are monitored with CCTV.
- 9.5 The Buyer undertakes to comply with these General Provisions for the supplies, introduce them to their carriers and require their performance.

Hranice 1st April 2024

Buyer

Seller

Stamp

Name

Position

Taken by (signature):


Cement Hranice, akciová společnost
Aleš Šturala
Sales Director