



**GENERAL TERMS AND CONDITIONS of
PURCHASE**

including

General OHS Provisions for Contractors

of

CEMEX DEUTSCHLAND AG

and all associated companies
according to §18 AktG

as well as

Specific OHS Provisions for
Contractors of CEMEX Logistik GmbH

- Part A: Terms of Purchase
- Part B: General Labor Protection Provisions for Contractors
- Part C: Specific OHS Provisions for Contractors of CEMEX Logistik GmbH

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Part A: Terms and Conditions of Purchase

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I. General Provisions

1. CEMEX Deutschland AG and its companies affiliated according to § 18 AktG (in this paragraph uniformly referred to as "CEMEX" or "Client") generally comply with the applicable national laws and regulations on environmental protection, product safety and social concerns. It is in line with the CEMEX corporate philosophy to see to it that all its business partners comply with the principles of the international social standards SA 8000 and the environmental management standard ISO 14001 as well as the principles of the International Labour Organisation ILO. This code is the business basis of all contractual relationships established by CEMEX. Contractor acknowledges that CEMEX is entitled to terminate any existing contractual relationship entered into by CEMEX and Contractor if the social standard, the environmental management standard or the principles of the ILO mentioned above are not observed. The same shall apply if the contract partner does not take into account the General Terms and Conditions of Purchase agreed below, which are based on the a/m principles, despite a written warning.

2. The following general conditions are subject to all orders placed by CEMEX for goods to be delivered and services to be rendered. The Terms and Conditions of Purchase shall also apply if Client acts on behalf of companies represented by Client. This shall also apply if Client does not explicitly refer to these conditions in subsequent contracts, unless the Contractor is not an entrepreneur. Contractor's deviating terms and conditions are hereby contradicted. Even if Contractor performs deliveries/services with reference to its terms of delivery, it cannot be inferred that Client has accepted Contractor's terms of delivery.
Deviations from these General Terms and Conditions of Purchase require the prior written agreement with Client to become effective. Irrespective of the wording in these Terms and Conditions, this shall apply accordingly to the delivery of goods or rendered services.

II. Quotation

1. Contractor's quotation must comply with the items and/or the services designated in Client's enquiry. Any deviations must be stated in writing. The quotation must be provided free of charge and is non-binding for Client.

2. Subcontractors and pre-suppliers as well as brands of essential parts of the items delivered are to be specified in the quotation.

3. The specification of services – if any - sent by Client constitutes the basis of the quotation. Changes of the text of the specification are not permitted. Quotations subject to reservation may be rejected. Offers only shall contain the prices and the necessary statements. They must be signed in a legally binding manner.

4. Contractor must obtain information about the local circumstances of use before making a quotation.

III. Order/Order Confirmation

1. Orders are made in writing. Verbal side agreements shall be effective only if confirmed in writing by Client. This shall also apply to any possible order changes.
2. Contractor will return the order confirmations, which need to be identical to the orders, within 5 working days with the corresponding contract being entered into. The order confirmation shall be crucial for the content of the contract, as far as it does not deviate from the content of the order, otherwise the order shall apply. Contractor must inform Client of any deviations separately in writing. A contract including the amendments shall only be concluded if Client has agreed to the deviations in writing. If Contractor does not accept the order on the same basis within five working days, Client shall be entitled to revoke even after delivery has been made.
3. Contractor is not entitled to pass on the order to third parties in whole or in part without Client's prior written consent. If Client agrees, Contractor shall remain responsible for the proper fulfillment of the contract.

IV. Delivery Dates and Delay

1. The agreed delivery dates are binding. Compliance with the delivery date and delivery period shall be established with the receipt of the goods at the receiving zone or point of use specified by Client or by the timeliness of the successful receipt. The timely provision of services shall be governed by the readiness for acceptance and/or handover of the work.
2. In the absence of other agreements the delivery or service period begins with the order date.
3. If Contractor finds that an agreed date cannot be met for any reason, Contractor must inform Client in writing without delay, stating the reasons and the expected duration of the delay.
4. In case of delay Client shall be entitled, after the inconclusive expiry of a grace period set by Client, to assert the claims to which it is legally entitled, in particular to demand compensation instead of fulfillment. The right of performance shall be excluded only if Contractor has paid the compensation.
5. If Client suffers a loss as a result of a delay resulting from Contractor's fault, Client shall be entitled, without prejudice to its other claims also caused by arrears, to demand flat-rate compensation. This is 0.5% of the value of the total delivery for each week of delay, but not more than 5% of the value of the total delivery. Contractor remains entitled to prove to Client that the loss is smaller than that. If Contractor succeeds, the compensation to be paid will be lower.

6. If no return is made in the case of early delivery, Client shall store at Contractor's expense and risk until the delivery date.
7. In case of early delivery, Client reserves the right to make the payment on the agreed due date only.
8. Client shall accept partial deliveries after an explicit agreement being in place. Partial deliveries. In the case of agreed partial deliveries, the remaining quantity must be listed on the delivery note. Further legal claims remain unaffected.

V. Insurance

The insurance of transports must be carried out by the Contractor. A separate charging requires an agreement.

VI. Warranty/Liability for Defects

1. Contractor shall assume the warranty/liability for defects in accordance with the statutory regulations from date of delivery, or, in case of work/work delivery contract from date Client's acceptance. Contractor safeguards that the delivered items comply with the regulations on safety (item 12) and environmental protection (item.14).
2. Upon Client's request, Contractor must issue a certificate of quality for the delivered goods.
3. For parts delivered which have not been or could not be put into operation during the investigation of a defect and/or due to the remedy of the fault, the warranty period shall be extended by the time of interruption of operation.
4. Contractor's warranty obligation shall not be limited or excluded by the fact that the scope of supply includes parts, systems, solutions or procedures that have been designated by Client. If Contractor does not consider such proposals Client to be appropriate, it must inform Client in writing in due time.
5. If there is a defect for which the Contractor is responsible, Client is entitled to demand subsequent performance within a period to be set by Client.
6. If the rectification of the defect is not possible or refused by Contractor, or if the rectification fails more than one (1) time, Client shall be entitled to request the delivery and assembly of a defect-free contractual object or a reasonable reduction of the delivery price or the rescission of the contract. Further legal claims remain unaffected. For repaired or replaced deliveries and services, the warranty period begins from the concurring statement of the supplementary performance.

7. If Contractor is in arrears with the rectification of a defect, Client is entitled to rectify the defect and to demand compensation. Client shall have the same right if the immediate elimination of the defect is necessary to establish or maintain operational readiness or safety. In this case, Client must inform Contractor without delay.
8. Contractor warrants that the delivery and use of the delivery items will not infringe the rights of third parties. In case of the use of third parties, it shall indemnify Client from all costs.
9. If similar defects occur in more than 5% of the delivered parts (serial defect), Client shall be entitled to reject the entire delivery quantity as defective and to assert warranty claims. without further inspection.

VII. Delivery/Fulfillment

1. Shipping and dispatch must be carried out free of all expenses at the expense and risk of Contractor to the place of receipt specified by Client. Shipping notices, waybills, invoices and all correspondence must contain the order number/order abbreviation of the client.
2. Contractor shall bear additional costs for accelerated transport necessary to meet the delivery deadline.
3. Unless a delivery price "including packaging" has been agreed, the packaging will be charged by Contractor at cost. In the case of return of the packaging, at least 2/3 of the calculated costs shall be reimbursed.
4. Services/work services shall be accepted and paid for only if the hours worked are proven by the time sheet issued and signed by Client.

VIII. Prices and Payment

1. Agreed prices are always considered as fixed prices and exclude additional claims of any kind.
2. The price includes the agreed scope of delivery and services. Invoicing cannot be made before delivery of the goods.
3. The invoice must be sent to the following address, indicating the order number or the order code:

„Recipient“
LE: „Postcode – Place of Recipient“
Dienstleistungszentrum
15559 Rüdersdorf

4. Invoices must be issued in one copy. Under no circumstances invoices may be attached to the goods.
5. Invoices will be paid within statutory periods, unless agreed otherwise by way of exception.

IX. Transfer of Risk

The risk of accidental loss and accidental deterioration of the delivery item shall not be transferred to Client until the entire scope of delivery is received, however, with the commencement of commissioning at the latest.

X. Acceptance

1. If an acceptance of the service is required, this can only be carried out explicitly, but under no circumstances implicitly. Acceptance of the service shall take after complete and proper fulfillment of all contractual services (final acceptance) on an acceptance protocol to be provided by Client. Commissioning without final acceptance shall not supersede a final acceptance. Final acceptance must be requested by Contractor in writing. Contractor shall send an authorized representative for acceptance.
2. The final acceptance may be rejected by Client if there are significant defects that affect the function of the delivery item. If such material defects are present, a new final acceptance will be made after the rectification of these defects.
3. Insofar as defects arise at a later acceptance by respective authorities, the Contractor has to be liable for, Contractor undertakes to remedy the defects immediately, but at the latest within the time limit set by the authority at its own expense.
4. Client may also claim contractual penalty by offsetting until the final payment without reservation at the time of acceptance.

XI. Termination of the Contract

1. If Contractor ceases to pay, a temporary insolvency administrator is appointed or insolvency proceedings are opened concerning Contractor's assets, Client shall be entitled to reject the fulfillment of the contract in whole or in part and claim compensation for non-fulfillment. Client is entitled to make an appropriate retention of security for the duration of the relevant warranty periods in the event of insolvency threatening or occurring with the Contractor.
2. Client shall, at any time, be entitled to terminate the contract either in part or in full. In this case, the Contractor is entitled to the full remuneration for deliveries/services already rendered as well as

for inevitable costs. The right to attributable profit is limited to a maximum of 3% of the remaining value of the contract. Further claims are excluded.

3. In the event of termination for good cause, the statutory provisions shall apply. Among other, an important cause can be present if Client no longer has any interest in the fulfillment of the contract, for urgent legal, commercial or operational reasons and / or if a significant deterioration of the Contractor's financial situation occurs.
4. The rights and claims arising from other statutory regulations, e.g. in the case of delay, poor fulfillment, etc., remain unaffected.

XII. Safety Regulations as an Independent Guarantee

1. Contractor undertakes to comply with all applicable safety regulations at the time of delivery as well as the respective operational safety regulations. It guarantees to comply with the same. The required safety measures and the applicable operational safety regulations need to be agreed upon with Client before Contractor starts the works.
2. The scope of supply of Contractor must comply with the requirements of the Law on Technical Equipment (Device Safety Act) and other relevant laws and standards (e.g. DIN and VDE standards); this is also guaranteed by Contractor.
3. The scope of supply must comply with the basic inspection standards for working safety in force at the time of delivery of the main association of Employers' Liability Insurance Association. Contractor warrants and is responsible for ensuring that the scope of supply complies with the aforementioned safety regulations. In the event of non-compliance with these provisions, Contractor undertakes to comply with these provisions, possible requirements of the Employers' Liability Insurance Association or other supervisory authorities, which are to verify compliance with the safety regulations, immediately at its own expense.
4. Contractor undertakes to indemnify Client from any costs and to compensate Client for any loss resulting from non-compliance with the guarantees assumed in paragraphs 1 to 3 above.

XIII. Design Documents/Drawings, Documentation, Operating and Maintenance Manuals

1. Contractor will provide Client with overview plans, design plans, detailed drawings and statics in paper and electronic form on the agreed dates.

2. The complete set of documentation, operating and maintenance instructions, circuit diagrams and spare parts lists must be made available to Client in four copies at the latest until the commissioning of the system. If corrections are necessary, the corrected copies must be available by acceptance at the latest.
3. The documents to be provided must be made available in the national language of the respective place of use.
4. If Contractor deviates from the engineering documents released by Client, Contractor shall pay for all losses and costs arising from this. This also includes costs for expert opinions, additional calculations, replacement deliveries, etc.

XIV. Environmental Protection

1. The scope of supply must comply with all environmental protection regulations in force at the time of delivery or fulfillment, in particular the applicable requirements of the Federal Emission Protection Act, the Circular Economy Act, the Water Management Act, the Chemicals Act, the REACH directive, the relevant state laws and the regulations on these laws.
2. In particular, it must be ensured that Client can fulfil its obligations under its authority when the delivery item is used as intended.
3. In order to assess the total noise level, Contractor will provide Client with project-related data on the sound power level of the delivery item in due time.
4. If materials are used which are subject to a separate disposal obligation, Client must be informed in writing at the time of conclusion of the contract. If it fails to do so, it shall reimburse Client for the disposal costs.

XV. Energy Efficiency

1. Contractor is obliged to take into account the objective of increasing energy efficiency. In fulfilling its work task, it must ensure that energy-efficient, environmentally sound machines and equipment are used as much as possible. Contractor is obligated to align the behavior of its staff members according to these requirements.
2. By energy efficiency, the contracting parties mean the level of energy expenditure to achieve the defined benefit. A process is considered efficient only if the agreed goal is achieved with minimal energy expenditure (minimum principle).

3. Contractor acknowledges that Client will consider the energy consumption of the ordered items for the evaluation of the procurement and will take into account in particular the minimum principle when selecting the products. Contractor should comply with the minimum principle in the manufacture and assembly of the delivered goods and use equipment which ensures the highest possible level of energy efficiency. Client will support Contractor in this regard within the scope of its findings and possibilities.
4. Contractor undertakes to prompt its staff members to comply with the minimum energy principle.
5. Contractor also undertakes to:
 - Notify Client of visible and audible leaks (compressed air, false air, etc.)
 - See to the leak tightness of hose and piping connections, couplings, sliders and when using the factory compressed air network. This applies to Contractor's equipment as well as Client's network. Contractor will notify Client of any leakages without delay.
 - See to it that energy consuming tools (technical gases, oil, compressed air, electricity, water, light, etc.) are used as long as required for the work to be done only.
The tools used must be in flawless operating condition to safeguard optimum energy use. If different tools /equipment are available to choose from, the most efficient device is to be used.

XVI. Nondisclosure

Contractor shall treat the conclusion of the contract and all related information, including drafts and concepts, in strict confidence. Without Client's written permission information about the conclusion of the contract and also information that led to the conclusion of the contract must not be passed on to third parties. The contracting parties undertake to treat as trade secret any non-obvious commercial or technical details which become known to Contractor through the business relationship. Sub-suppliers and employees of Contractor must be committed to this accordingly. Contractor may advertise with the business relations with CEMEX Deutschland AG after prior written consent only.

XVII. Data Protection

If Contractor obtains access to the personal data of CEMEX employees during the provision of the service due, it will comply with the applicable data protection regulations in accordance with the EU-GDPR, the BDSG and other relevant standards. In particular, it will only process these personal data for the purpose of fulfilling this contract (purpose limitation). Contractor will safeguard that its employees actually refer to the personal data of CEMEX employees at the extent necessary for the fulfillment of the purpose only (data minimization). Contractor warrants that its employees have been committed to data protection in writing and provides evidence that they are regularly (at least

once a year) trained on the topic current data protection law. CEMEX may be provided with the certificates of the training carried out as well as the duties relating to data protection. Contractor further assures that it will protect the personal data collected from CEMEX in accordance with the state of the art and this data is only retained for as long as is urgently necessary to pursue the agreed purpose. If CEMEX requires proof of termination of the retention or deletion of the personal data after fulfilling the purpose, the Contractor shall provide such proof. If the Contractor is to collect personal data from CEMEX on behalf of CEMEX in accordance with Article 28 of the EU GDPR, it must conclude a processing agreement with CEMEX in advance. Contractor warrants that the processing of the personal data of CEMEX employees will only take place within the EEA. Deviations from this are expressly to be agreed in writing with CEMEX in advance. They always require a comparable level of data protection in the country outside the EEA where the personal data are to be processed. The comparable level of data protection must be secured in advance by contract. The corresponding contract must be notified to CEMEX before the start of order data processing.

Contractor will provide evidence of having imposed these data protection obligations on its sub-contractors.

XVIII. Place of Jurisdiction and Applicable Law

1. The exclusive place of jurisdiction for all disputes arising from the contractual relationship with partners who are not consumers is the respective registered office of the partner company of CEMEX. However, Client remains entitled to assert claims at any other permissible place of jurisdiction.
2. The law of the Federal Republic of Germany shall apply exclusively. UN Convention on Contracts for the Sale of Goods (CISG) shall be excluded.

XIX. Miscellaneous

1. CEMEX employees may not take payments, services, gifts, catering or other benefits offered or granted with the goal of influencing the employee concerned in the way in which he/she performs his or her duties.
Accordingly, CEMEX will not offer or grant such payments, services, gifts, catering and other benefits to any supplier with the aim of influencing the supplier concerned in the way in which its obligations are performed. Client and Contractor are obligated to comply with the United States Foreign Corrupt Practices Act and the applicable implementing rules of the OECD Convention against Bribery of Officials in International Business Transactions.
2. Contractor declares and guarantees that it complies with internationally recognized human rights and also the fundamental principles and labor rights and ensures that they are respected

in the future. Contractor undertakes to take all measures to safeguard compliance with human rights of its activities, and will also oblige sub-suppliers to act accordingly.

3. The supplier undertakes not to use child labor at any stage of the manufacturing process of its products. It guarantees to comply with the recommendations of the ILO conventions on the minimum age of workers, it will also oblige sub-suppliers accordingly.
4. Contractor also undertakes to comply with at least the applicable statutory and collective minimum wage and to pay it to its employees. This obligation also extends to employees who are hired within the scope of a hiring-out of employees and recruited in the fulfillment of the contract, insofar as the MiLoG (German Minimum Wage Law) applies to the transferred workers. Further, Contractor undertakes to impose and demand the obligation to pay the minimum wage to its subcontractors. Upon Client's request, Contractor shall provide anonymized payroll records of the workers employed by him. Contractor hereby indemnifies Client from all claims of third parties for a violation of the law regulating a general minimum wage in the respective version, including the legal regulations issued for this purpose. The exemption includes any fines, court and legal fees. The limitation period for the claims for exemption begins with Client's written regress.
5. Force majeure, industrial disputes, unrest, official interventions and other unpredictable, inevitable and serious events release the contracting parties from the respective fulfillment obligations for the duration of the disruption and to the extent of its effect. This also applies if this event occurs at a point of time in which the concerned contracting partner is in default. The contracting parties are obligated to provide the necessary information without delay within the reasonable limits and to adapt their obligations to the changed circumstances in good faith.
6. The assignment of claims against Client requires its prior written consent. Contractor can only claim offsetting and retention rights if the counterclaim has been legally established or acknowledged by Client. Each individual client of CEMEX is entitled to offset claims of the Contractors against counterclaims of other affiliated companies of CEMEX Deutschland AG.
7. Contractor can only refer to the absence of necessary documents to be supplied by Client if it has notified Client about the absence of the documents in writing and has not received them within a reasonable period of time.
8. Changes, additions and deviations from these Terms and Conditions of Purchase require Client's written confirmation

9. Should any of these conditions be ineffective in whole or in part, the validity of the remaining terms and conditions shall remain unaffected.

CEMEX Deutschland AG

including all associated companies according to § 18 AktG (German Corporation Law)

Part B:
General Terms and Conditions on
Occupational Health and Safety for Contractors

including

- Traffic safety regulations for the CEMEX sites
- Form to nominate Responsible Persons (Annex 1)
- Record of Instruction (Annex 2)

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I. General Provisions

The „**General Terms and Conditions on Occupational Health and Safety (OHS) for Contractors**“ herein are – in addition to the relevant statutory regulations and ordinances – binding on contractors. Accordingly, they do not release contractors from their obligation to adhere to all OHS provisions and

regulations in excess thereof to train and instruct their staff accordingly. In the OHS provisions herein, the contractor is referred to as “External Company” or “Contractor”.

1. Scope

The “OHS Provisions for Contractors“ are an integral part of the contract made by CEMEX (Client) and the External Company (Contractor). The provisions apply to all deliveries and services rendered by contractors on Client’s sites.

It is explicitly stated that any violation of these OHS provisions will lead to legal consequences, primarily those mentioned under Chapter VII - Legal Consequences of Violations

2. Legal Basis

As a rule, all statutory OHS regulations shall apply, primarily the German Occupational Health and Safety Act (ArbSchG), the Ordinance on Industrial Safety and Health, the Rules and Regulations of Accident Prevention set by the Central Federation of Professional Associations as well as all company provisions.

3. Subcontractors

- a. Provided the contract does not prohibit the employment of subcontractors and the contractor intends to have the contractual duties fulfilled by or with the help of third parties (subcontractor), Contractor undertakes to obtain Client’s written consent to the employment of subcontractors not later than 10 workdays prior to the execution of the order.
- b. When doing so, Contractor indicates in writing the name, address of the subcontractor’s responsible professional association (incl. membership number). Client is entitled to deny if the consent, if Client is aware of reasons that could create doubts regarding the proper execution of the contract.
- c. Contractor undertakes to commit the subcontractor employed to observe the OHS provisions for contractors in writing and to obtain all competencies and the right to give directives to be able to fulfil and enforce the duties of the OHS provisions for contractors (e.g. the Responsible Person acc. to II General Duties and Responsibilities (Item 4) towards the subcontractor and subcontractor’ staff.

- d. In addition, the contractor needs to verify and to guarantee that the subcontractor does indeed observe the provisions. Subcontractor's violation of these OHS provisions for contractors shall be deemed and treated as Contractor's own violations.
- e. If Contractor employs subcontractors without Client's prior written consent, Client shall be entitled to prohibit the continuation of the works by the subcontractor.

II. General Duties and Responsibilities

1. Risk Assessment

- a. In line with the applicable statutory regulations, primarily those of the German Occupational Health and Safety Act and the Ordinance on Industrial Safety and Health, the Contractor undertakes to perform a risk assessment for the staff members employed for the works, take the required protection measures and to prepare adequate documents (risk assessment) prior the commencement of the works.
- b. This risk assessment needs to cover all aspects that could lead to accidents or health impairment and/or damage; points to consider are, among other, the design and the layout of the place of work, and the selection and the use of work equipment (lifting gears, equipment, scaffoldings. etc.)
- c. Contractor undertakes to have these records available at the place of work and to submit the same to Client upon request. Contractor shall be solely responsible for the accuracy and adequacy of the risk assessment and the measures derived to protect the staff members.
- d. In the event of large orders, e.g. those performed during a winter repair in cement plants, for suppliers bound by a master agreement, the erection of an RM plant or the installation of new plant components., Contractor shall submit the risk assessment in duplicate and two weeks prior to the commencement of the measure Client's respective contract partner (e.g. Purchase or Maintenance and Repair).

2. Cooperation of Companies

Any cooperation of several companies on one site, i.e. the deployment of contractor staff on Client's site, is based on specific obligations according to § 8 ArbSchG. In line with this article, contractors and clients are obligated to coordinate all measures required to safeguard staff members' safety and protect their health.

3. Monitoring of Operations by Client

- a. Client is represented by an onsite project leader (Coordinator). At all times, Coordinator is entitled to check the implementation and progress of the works onsite; however, this does not restrict Contractor's liability to fulfill its delivery and service obligations.
- b. If required, Coordinator schedules the works to avoid staff from putting each other at risk. Coordinator is entitled to obtain all information and records required. Client's Coordinator is authorised to issue directives to contractor's staff regarding all OHS matters.
- c. For large construction sites, Contractor undertakes to nominate a Safety Officer/OHS Specialist for the site who shall perform regular checks and sees to the compliance with the statutory OHS provisions and those mentioned herein and, if need be, the plant-specify rules. Inspection protocols and measures defined must be submitted to Coordinator and/or the Safety Officer.

4. Responsible Persons

Contractor is obligated to monitor all works assigned during all working shifts. For this purpose, Contractor must nominate suitable persons by completing the form in **Annex 1** who will be in charge and assume responsibility and who are constantly present and/or available onsite and/or the working site. The same applies to all subcontractors deployed by Contractor.

5. Use of Work Equipment

- a. Work equipment required to execute the works must be provided by Contractor. Contractor is liable for the safety of the equipment, safe operation and regular checks of all machinery, vehicles, lifting gears, devices, apparatuses, tools and units. It is Contractor's liability to see to proper use in order to safeguard staff members' safety and health.
- b. Client's workshop equipment, machines, vehicles, lifting gears, devices and tools must not be used without the Responsible Person's consent. This does not release the user from performing a visual and function check of the equipment before using it. In addition, all ground conveyors, earth-moving machines or the like, must be provided with a functioning visual (rotating warning light) and audible warning system for reversing. The Contractor shall not use devices and machines potentially provided by Client if they show visible defects.

III. Deployment of Staff

1. Online Training, Induction / Instructions

- a. Prior to the commencement of the works on the CEMEX site, Contractor and its staff members have to undergo an online training with the help of PCs with a CEMEX instruction/safety software made available in the CEMEX plants. The time required for this instruction is not deemed as labor time and is not paid for by CEMEX. Contractor accepts to deem this training as being in its own and its staff members 'safety interest. The training does not release Contractor from its own contractual or statutory obligations, primarily those with regard to proper training of its staff members.
- b. Contractor shall not begin with the works before being instructed by Client's Coordinator about the hazards in connection with Client's plants and products and the protective measures defined to avoid internal and external staff members from putting each other at risk during the execution of the works as well as the onsite local and factual circumstances (place of work); for this purpose, an Induction Protocol must be issued.
- c. Contractor undertakes to instruct each staff member prior the commencement of the works. Accordingly, this applies to subcontractors employed by Contractor; Contractor remains liable in this case, too. A copy of the Record of Instruction (Specimen attached in Annex 2) with the signatures of all staff members deployed must be submitted to Coordinator prior to the commencement of the works.
- d. In the event of a possible extension or exchange of staff, the instruction must be performed beforehand and a list with the signatures of all staff members must be submitted to the CEMEX Coordinator. It is prohibited to commence the works or to allow the additional/exchanged staff members to start their work without the prior submission of the a/m records.
- e. Should, during the performance of the works, Coordinator establish potential hazards for staff or machines, he/she is entitled to request the immediate stop of the works. Contractor's staff members must follow Coordinator's directives.

2. Qualification / Language Skills

Client only allows the deployment of specifically qualified personnel on its site who are able to perform the scheduled works properly and professionally.

Non-native speakers may be deployed only if Contractor safeguards perfect communication by providing, if need be, an onsite interpreter who is constantly available.

3. Reporting Requirement, Id-Card, Social Security Card

- a. Contractor's Responsible Person must report to Client's Coordinator every day prior to the beginning of the works to coordinate all works. It is essential to indicate the number and the names of the employees deployed.
- b. Upon Client's request, Contractors' staff members have to show their ID cards and social security cards. Should Contractor's staff members fail to carry these documents, Client is entitled to banish them from the site.

4. Liability

Contractor assumes liability for itself, its staff members and the subcontractors employed in accordance with the statutory provisions.

IV. OHS Measures

1. First Aid / Behavior in Case of Accidents or Fire

- a. The first-aid material required must be provided onsite by Contractor in adequate quantity. According to the German Occupational Health and Safety Regulations of the Trade Associations (BGV) A1 "Principals of Prevention" § 26, it is mandatory to have an adequate number of qualified onsite first responders available. The number of first responders deployed and the corresponding training certificate must be submitted to the CEMEX Coordinator in writing.
- b. In the event of accidents or fire, the emergency medical and fire services must be notified via the company phones under the number mentioned in the Induction Protocol. Injured persons shall be taken to hospital by the local emergency medical service only.
- c. All LTI accidents must be reported to Client without delay. This can be done either by the injured person getting in touch with Client' onsite first-aid ward, or, if there is no such ward or the injured person is unable to come personally, Contractor has to notify the Client's Coordinator immediately.
- d. Upon request, Client must be provided with all information about the accident. Contractor undertakes to cooperate in the accident analysis; however, this cooperation does not release Contractor from its obligation to prepare its own accident analysis in line the following rules.
- e. Immediately after an accident of a Contractor's staff member or a staff member of Contractor's subcontractor, Contractor has to submit a written accident report to Client.

- f. This report must include information about the accident details, type and seriousness of the accident consequences, the cause of the accident as well as the (initial) measures taken by Contractor to avoid such accident in future.
- g. Contractor promises to see to a thorough clarification of the accident und undertakes to choose and implement measures suited to avoid such accident in future.

2. Averting Risks, Alcohol Consumption, Photos

- a. Whoever detects risks that are a danger to life and health, must avert this danger immediately. If not possible, persons at risk must be warned without delay and the next supervisor needs to be notified. Hazardous areas need to be blocked.
- b. Client's installations must be used properly and professionally. Unauthorized modifications to equipment, protective installations, rails, light grates etc. are not permissible.
- c. Safety and health protection markings and warning signals (e.g. automatic starting alarm, blasting alarm signal, etc.) must be observed.
- d. The consumption and carrying of alcohol or other intoxicants and working under the influence of alcohol or intoxicants on Client's site is prohibited.
- e. Persons under the influence of alcohol or intoxicants are not allowed to enter Client's site and/or have to leave the same immediately!
- f. Making films or taking pictures onsite are subject to Client's approval only

3. Personal Protective Equipment / Sending Off

- a. At all production sites of Client, there is a general obligation to wear Personal Protective Equipment (PPE), consisting of a of safety helmet, goggles, ankle-high safety footwear S3, work gloves, and high-visibility clothing or warning vest (for hot and electrical works: flame retardant); it is also mandatory to always wear suitable work clothes (bare chests or shorts not allowed). In specifically marked noise areas, ear protectors are mandatory.
- b. If required, further PPE items (e.g. dust masks, etc.) must be worn. Primarily, the occurrence of harmful dusts requires the coordination of dust masks with Client; all Contractor's staff members at risk must wear such dust mask. Wearers of glasses must wear corrected safety goggles or wear suitable safety goggles over their glasses. Wearing one's personal glasses is not sufficient!
- c. Client is entitled to immediately banish from the site all staff members of Contractor who do not wear adequate PPE.

4. Site Mobilization and Demobilization

- a. Site mobilization and demarcation need to be agreed upon with the Coordinator prior to the commencement of the works.
- b. Contractor must secure the site adequately, by means of barriers, signage, and lights. Securing the site with a red and white barrier tape is not permissible. Escape routes, emergency exits, fire extinguishers, hydrants etc. must not be blocked by site equipment/installations and material storage. Cables, lines, hoses etc. must be laid so that they do not present a hazard.
- c. After the completion of the works, the site must be returned to Client in at least broom-clean condition.

5. Onsite Power Connection

Onsite electrical installations must be in accordance with VDE provisions. The worksite main cabinets must be provided with an earth-leakage circuit breaker and be earthed.

6. Access Bans

Contractor's staff members are allowed to stay in their defined work area only; to get there, they have to use the direct access routes. Access to other company areas is prohibited. Any violation can lead to permanent prohibition of access!

7. Fall Protection

- a. Prior to the commencement of the works, Contractor must install guardrails at all places of work and traffic routes where there is the risk of fall or which are next to areas with a risk of fall. Contractor must secure floor openings such as hatches, stairwells, pits, ducts or other holes by solid or removable rails, grids, lids or the like.
- b. If fall protection cannot be provided by mechanical measures, staff members will have to wear certified and suitable PPE to protect them from fall (e.g. safety harness, fall arrester). Contractor must hold available suitable rescue equipment onsite. All risks and measures to avert risks must be explicitly described by Contractor in the risk assessment to be prepared prior to the start of the works.
- c. People in safety cages of mobile working platforms must be permanently protected from fall by means of suitable PPE. Accordingly, Contractor will use mobile working platforms which allow the proper mounting of PPE protecting from fall.

8. Ladders and Stepstools

All ladders and stepstools used by Contractor must be in a good condition. Contractor must see to it that ladders and stepstools are set up to allow stable and safe use. They must be provided in the required types, number and sizes. They must be checked upon their proper condition in line with the current provisions. These checks must be documented in a comprehensive manner and be submitted to Client upon request.

9. Scaffoldings

- a. The safe erection, dismantling or conversion and the use of scaffoldings are subject to EN and DIN standards, e.g. EN 12811 and DIN 4420.1 (new). The release to use the scaffolding must be issued by the erector of the scaffolding by means of Release Certificate indicating the rated load at the entrance to the scaffolding.
- b. All contractors using a scaffolding must see to it that the scaffolding is checked for obvious defects. Moreover, they are responsible to safeguard the intended use and to retain the scaffoldings in operating condition.

10. Cranes, Cherry Pickers, Electrical Lifting Devices, Ground Conveyors, Truck-Mounted Cranes

- a. Work equipment to lift loads must be in accordance with the regulations of the Ordinance on Industrial Safety and Health and must be checked at regular intervals. The equipment chosen must comply with the transport job as well as the maximum loading weight. Contractor undertakes to block the hazardous area under suspended loads.
- b. In the event of Client's cranes, cherry pickers, electrical lifting devices, ground conveyors or vehicles being operated by Contractor's staff members, Contractor shall submit to Client a list with the names of the intended operators not later than 10 days prior to the commencement of the works. In this case, Contractor undertakes not to start the works with these parts of the work equipment before the named persons have been instructed by Client accordingly. Contractor must submit the required qualification certificates to Client during the instruction without being asked to do so.
- c. Contractor undertakes to announce in writing the use of truck-mounted cranes to Client in advance. Contractor shall be responsible for the proper use and safe position of the truck-mounted crane. Above all, Contractor has to check the bearing capacity of the ground before installing a truck-mounted crane on the site.

11. Fire and Explosion Protection

- a. All marked areas of the plant, e.g. fuel receiving area, fuel storage, firing systems, control rooms, central control stations etc., are non-smoking areas. Open fire and works that bear the risk of ignition are prohibited.
- b. The storage of combustible material needs to be discussed and agreed upon with Client. Highly flammable and self-flammable substances must be stored in quantities that are required to continue the works only.

- c. Combustible material, such as leaked fuel, packaging material and cotton waste needs to be disposed of immediately.
- d. Contractor undertakes to provide extinguishing agents in areas where Contractor performs welding works. These agents must have regulatory approval and be operational. Contractor is not allowed to remove Client's extinguishing agents from their locations for the purpose of fire prevention.

12. Welding and Cutting Works

Welding and cutting works are subject to the submission of a welding permit to Clients' coordinator prior to the beginning of the works. Contractor shall be responsible for the compliance with the protective measures and the supervision during the welding works as well as the provisions of a fireguard. After the completion of the welding works, Contractor shall provide a fireguard for at least 4 hours to check the welding area.

13. Working in Silos, Containers and Confined Rooms, Electrical Devices

- a. Driving in and into silos, containers and confined rooms requires Client's previous written consent. Entering must be supervised by a flagman deployed by Contractor.
- b. Details of measures to rescue from silos, containers and confined rooms must be determined in the Contractor's risk assessment. Contractor must keep suitable equipment to safeguard rescue at the place of work.
- c. In containers with a conductive environment, mobile electrical devices must be operated with protective low voltage or protective separation. For electrical welding works, the welding device must be marked with "S" or "K" and be store outside the conductive area. The reverse/leakage current pliers must be installed as close as possible at the welding spot.
- d. Contractor's staff members must work on insulating mattings; besides their PPE, they have to wear insulating and dry work clothes.

14. Working on Machines

- a. Principally, working on running machines and units is prohibited. For works on power-driven machines, e.g. continuous conveyors, all drives at the UVV main switch (UVV- German Accident Prevention Provisions) must be secured with a personal padlock provided with the employee's name and the company or which is protected against unintentional or unauthorized resetting by means of unlocking.
- b. All persons working on power-driven machines must install their personal padlock at the UVV mains switch. Unlocking shall only apply to drives where no lockable UVV main switch was installed.

- c. Protective and safety devices shall be removed from the site in urgent cases only and after Client's previous consent when the plant is at a standstill. After the completion of the works, and prior to the start-up of the machine or unit, they have to be immediately reinstalled by Contractor. The completion has to be announced to and accepted by Client.

15. Test Runs

When an installation is operated for test purposes and the rules for standard operation cannot be applied, specific safety measures need to be agreed upon with Client's Coordinator; the employees involved in the test run must be informed about the possible hazards and required safety measures.

16. Earthworks

- a. Prior to the start of the earthworks, Contractor has to contact Client to inquire about the existence and the layout plan of cables, pipelines, etc. All cables identified unexpectedly are deemed as conducting, other pipes and lines as operating. In such case, the works have to be stopped immediately; they can be continued after Client's release only.
- b. Any damage to a line/cable or pipe must reported to Client without delay. Backfilling shall be permissible after the repair of the damage and in coordination with Client.
- c. In the near vicinity of cables and pipelines, manual excavation is required: above all, this applies to exploratory excavations.

17. Electrical Installations

Works on electrical installations must be performed by electrical specialist only after the induction by Client.

For works on electrical installations, Contractor is obligated to strictly observe 5 safety rules as follows:

- 1) Unlock
- 2) Protect from resetting
- 3) Check on absence of voltage
- 4) Earthing and Short-Circuiting
- 5) Cover or shield any adjacent live components

V. Energy and Environmental Protection

1. General Requirements/ Duty of Notification

All employees of Contractor are obligated to act in way that is in line with environmental protection. All regulations and laws in connection with environmental protection must be complied with. In the event of the following incidents, Client must be notified immediately, even if not caused by Contractor:

- dust formation caused by pollution;
- leakage of substances hazardous to water;
- detection of soil or water pollution,
- improper disposal of wastes;
- complaints from neighbours;
- fires
- accidents with or without damage to persons
-

Contractor must initiate possible countermeasures without delay.

2. Hazardous Substances

The use and the application of hazardous substances and/or substances with hazardous properties must be announced to Client before the beginning of the works. The relevant EU data sheets must be submitted to Client in due time before the start of the works. Contractor must provide for adequate protective measures and the labeling of the hazardous substances and/or substances with hazardous properties.

3. Waste Disposal, Scrap

- a. Contractor is responsible for environmentally-sound waste disposal.
- b. Waste disposal in Client's own waste bins is permissible after consultation with Client's Coordinator only. The site must be abandoned broom-clean and in the original condition.
- c. Removal of scrap wastes and other recyclable wastes from the site are subject to Client's previous written consent. In the event of infringement, the sales price of recyclable wastes, Client is, at any rate, entitled to the proceeds from the sale of recyclable wastes. If Contractor is not able to provide evidence of the proceeds, or if the price falls below the price customary in that place, the local price plus a 10% surcharge is deemed to be owed to Client, unless Contractor can provide evidence of lower proceeds. Client is entitled to estimate the weight and the volume of the recyclable waste; Contractor shall be liable to provide evidence that the actual weight or volume deviates.

4. Substances Hazardous to Water

Storage and handling of substances hazardous to water must be safe enough to avoid the penetration of such substance into the soil, surface water bodies or the sewage system. If substances hazardous to water leak, the Coordinator must be notified without delay.

5. Emissions

Contractor must take precautions to avoid impermissible emissions, e.g. dusts, gases, odors, noise, etc. within the plant and the neighborhood. Client shall be indemnified from all third-party claims arising from the violation of such obligation.

VI. **Traffic Safety Regulations for the CEMEX Sites**

- ◆ All drivers need to check in and out at the place of entry, in the office or the central scheduling office.
- ◆ The permissible maximum gross vehicle weight rating must be observed when loading the vehicle; the driver must secure the load according to regulations. **Loads exceeding the permissible weight need to be reloaded; no shipping documents will be issued for overloaded vehicles and/or access to site will be denied!**
- ◆ Driving into and on the site shall be solely permissible for the purpose of loading and unloading, for vehicles needed for the works and workshop vehicles.
- ◆ Wearing seatbelts all over the premises is invariably compulsory

- ◆ Vehicles must be parked in the marked parking zones only
- ◆ Children are not admitted to the site
- ◆ Generally, onsite traffic is subject to the German Road Traffic Regulations (StVO), the operation and the technical condition of the vehicles are subject to the German Road Traffic Licensing Regulations (StVZO).
- ◆ Dim lights or daytime running lights must be switched on all over the premises
- ◆ The maximum speed shown at the site gates must be kept without fail. The maximum speed is 20km/h, unless stipulated otherwise.
- ◆ Caution at level crossings, rail-bound vehicles have the right of way. Railway tracks must not be blocked; railway loading gauge is to be observed!
- ◆ Drivers of all vehicles, primarily of forklift trucks, must have a valid driver's license which is to be presented upon request.
- ◆ Hazard warning flasher must be on during reversing and the entry of the loading and unloading area; switch-off permissible only after the end of the loading/unloading process. Reversing, which should be avoided as much as possible, must not endanger staff and environment. If required, a banksman should be deployed.
- ◆ In the loading/unloading area, wheel loader and forklift trucks must be given way.
- ◆ Drivers must wear PPE when leaving the vehicle.
- ◆ Driving and walking are allowed on the marked roadways or footways only; safety signs must be observed.

VII. Legal Consequences of Violation

In the event if a violation of these OHS provisions, Client is entitled, without prejudice to its other rights derived from legislation, the contractual provisions or these OHS provisions, to send off Contractor's staff members.

Furthermore, Client is entitled to terminate the contract with immediate effect, if Contractor and/or its subcontractors ignore previous warnings and continue to breach these OHS rules, statutory regulations or contractual OHS obligations in spite of previous warnings.

VIII. Miscellaneous

Clause 18 of General Terms and Conditions of Purchase shall apply accordingly.

CEMEX Deutschland AG

including all associated companies
In line with § 18 AktG (German Corporation Law)

Annex 1 of OHS Provisions

Contractor	Address
Phone (BG)	Responsible Professional Association
	Membership Number

Client: _____

Department/Maintenance area: _____

Street: _____

Postcode/City: _____

Nomination of Contractor's Responsible Persons according to II General Duties and Responsibilities Item 4 of OHS Provisions for Contractors.

Order Number: _____ Date: _____

Works assigned: _____

We herewith vets the responsibility to lead an and supervise the a/m works to

Mr/Ms

Name, First Name	Position in Company
------------------	---------------------

Address	Phone
---------	-------

and as their representative:

Mr/Ms

Name, First Name	Position in Company
------------------	---------------------

Address	Phone
---------	-------

nominated to you in this document

The a/m persons meet all requirements laid down in the OHS provisions for contractors. They have instructed regarding their rights and duties. In the event of any modification, the Contractor will notify you without delay

Further Responsible Persons of Contractor rare:

No.	Name	First Name	Position in company	Address	Phone./ Social Security ID Number

Likewise, also the a/m persons meet all requirements laid down in the OHS provisions for contractors. They have instructed regarding their rights and duties. In the event of any modification, the Contractor will notify you without delay



DEUTSCHLAND

Place, Date
ing signature

Contractor's Legally bbnd-

**Record of Instruction for
Contractor's Staff**

Topics of training measures

Site, Date, Duration

Site: _____ Date: _____ Duration: _____

Instructor

Name: _____ Function: _____ Signature: _____

Participants

No.	Name	Department/ Company	Date	Signature
1				
2				
3				
4				
5				
6				
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**Part C: Specific OHS Provisions
for Contractors of CEMEX Logistik GmbH**

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- I. General provisions
- II. General Duties and Responsibilities
- III. Deployment of Staff
- IV. OHS Measures
- V. Traffic Safety Regulations for the CEMEX Sites
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- VII. Miscellaneous

I. General Provisions

These “**Specific General Terms and Conditions on Occupational Health and Safety (OHS) for Contractors of CEMEX Logistik GmbH**” herein are – in addition to the relevant statutory regulations and ordinances and the **General Terms and Conditions on Occupational Health and Safety (OHS) for Contractors of CEMEX** – binding on contractors. Accordingly, they do not release Contractor from its obligation to adhere to all OHS provisions and regulations in excess thereof to train and instruct its staff accordingly. With the acceptance of the order, Contractor agrees to the OHS provisions herein.

II. General Duties and Responsibilities

Use of Work Equipment

- c. Work equipment, above all vehicles, required to execute the works must be provided by Contractor. Contractor is liable for the safety of the equipment, safe operation and regular in line with the statutory requirements. It is Contractor's liability to see to proper use in order to safeguard staff members' safety and health.

III. Deployment of Staff

1. Safety Instructions, Check of Driver's License, Social Security Card, Minimum Wage. Load Securing, Indemnification
 - a. Contractor shall not begin with the works before having undergone Client's safety instructions. Moreover, Contractor undertakes to instruct its staff members accordingly. Safety instructions must be documented in writing.
 - b. Contractor undertakes to check its staff members' driver's licenses at regular intervals, at least twice a year, and to provide evidence of the checks in writing.
 - c. Contractor is not allowed to deploy staff members without a valid social security card.
 - d. Contractor undertakes to pay to its staff members the statutory or negotiated minimum wage.
 - e. Contractor undertakes to see to it that drivers working for Contractor to keep the applicable permissible driving times and not to overload the vehicles provided to them. Contractor also undertakes to provide the required load securing.
 - f. Contractor shall indemnify Client from all third-party claims against Client arising from a violation of Contractor's obligations mentioned under lits a-e. Contractor is obligated to permanently check

the guarantees assumed herewith. Upon Client's request, Contractor shall submit the measures taken to Client.

IV. OHS Measures

The obligation to wear PPE when entering CEMEX sites laid down in the General OHS Provisions for Contractors of CEMEX must be strictly adhered to as follows:

Personal Protective Equipment, Sending-Off

1. At all production sites of Client, there is a general obligation to wear Personal Protective Equipment (PPE), consisting of a of safety helmet, goggles, ankle-high safety footwear S3, work gloves, and high-visibility clothing or warning vest (for hot and electrical works: flame retardant); it is also mandatory to always wear suitable work clothes (bare chests or shorts not allowed). In specifically marked noise areas, ear protectors are mandatory.
2. If required, further PPE items (e.g. dust masks, etc.) must be worn. Primarily, the occurrence of harmful dusts requires the coordination of dust masks with the Client; all Contractor's staff members at risk must wear such dust mask. Wearers of glasses must wear corrected safety goggles or wear suitable safety goggles over their glasses. Wearing one's personal glasses is not sufficient!
3. Client is entitled to immediately banish from the site all staff members of Contractor who do not wear adequate PPE.

V. Traffic Safety Regulations for the CEMEX Sites

The Traffic Safety Regulations for the CEMEX sites have been stipulated in the General OHS Provisions; for the sake of clarity, they are listed again:

- ◆ All drivers need to check in and out at the place of entry, in the office or the central scheduling office.
- ◆ The permissible maximum gross vehicle weight rating must be observed when loading the vehicle; the driver must secure the load according to regulations. **Loads exceeding the permissible weight need to be reloaded; no shipping documents will be issued for overloaded vehicles and/or access to site will be denied!**
- ◆ Driving into and on the site shall be solely permissible for the purpose of loading and unloading, for vehicles needed for the works and workshop vehicles.
- ◆ Wearing seatbelts all over the premises is invariably compulsory

- ◆ Vehicles must be parked in the marked parking zones only
- ◆ Children are not admitted to the site
- ◆ Generally, onsite traffic is subject to the German Road Traffic Regulations (StVO), the operation and the technical condition of the vehicles are subject to the German Road Traffic Licensing Regulations (StVZO).
- ◆ Dim lights or daytime running lights must be switched on all over the premises
- ◆ The maximum speed shown at the site gates must be kept without fail. The maximum speed is 20km/h, unless stipulated otherwise.
- ◆ Caution at level crossings, rail-bound vehicles have the right of way. Railway tracks must not be blocked; railway loading gauge is to be observed!
- ◆ Drivers of all vehicles, primarily of forklift trucks, must have a valid driver's license which is to be presented upon request.
- ◆ Hazard warning flasher must be on during reversing and the entry of the loading and unloading area; switch-off permissible only after the end of the loading/unloading process. Reversing, which should be avoided as much as possible, must not endanger staff and environment. If rewired, a banksman should be deployed.
- ◆ In the loading/unloading area, wheel loader and forklift trucks must be given way.
- ◆ Drivers must wear PPE when leaving the vehicle.
- ◆ Driving and walking are allowed on the marked roadways or footways only; safety signs must be observed.

VI. Legal Consequences of Violation

The Legal Consequences of Violation mentioned in the OHS Provisions for Contractors of CEMEX are explicitly referred to and shall apply accordingly.

VIII. Miscellaneous

Clause 18 of General Terms and Conditions of Purchase shall apply accordingly.

CEMEX Deutschland AG

Including all affiliated companies
In line with § 18 AktG (German Corporation Law),

specifically

CEMEX Logistik GmbH