

Heidelberg Materials Sement Norge

Terms and Conditions of Sales and Delivery

Cement and binders in bulk/big bags

1. Application of the terms and conditions

- 1.1. Heidelberg Materials Sement Norge sells cement and binders to:
 - 1.1.1. Companies, hereinafter referred to as customers, that are engaged in the industrial manufacture of cement-based products.
 - 1.1.2. Big bags to retailers.
 - 1.1.3. Binders for injection, stabilisation and solidification.
- 1.2. The purchase agreement is made prior to delivery of the cement/binders. The customer is required to have satisfactory credit security.
- 1.3. The terms and conditions of sale and delivery apply to all purchases, including project deliveries, unless otherwise agreed in writing.

2. Offers/agreements/prices

- 2.1. All customers must have entered into a delivery or project agreement prior to delivery, hereinafter referred to as the delivery agreement.
 - 2.1.1. If a delivery agreement has not been entered into prior to delivery, a delivery agreement in accordance with Heidelberg Materials Sement Norge's offer and terms of delivery shall be deemed to have been entered into and accepted by the customer when the customer has received goods in accordance with these terms and conditions. The delivery agreement contains prices, payment terms, specification of delivery locations and qualities, and other terms and conditions, including reference to Heidelberg Materials Sement Norge's current terms and conditions of sale and delivery.
 - 2.1.2. Other price offers based on these terms and conditions of sale and delivery are valid for 1 month unless otherwise agreed.
- 2.2. All deliveries are made at the prices on the delivery date, unless otherwise agreed.
- 2.3. Cement is normally sold EXW (Incoterms 2020) Heidelberg Materials Sement Norge's silo stations. An agreement for delivery CPT (Incoterms 2020) can be made with Heidelberg Materials Sement Norge's contract carrier to the customer's own cement silo at the agreed place of receipt.
- 2.4. Joint purchases of cement are permitted in accordance with the delivery agreement for several companies if Heidelberg Materials Cement Norway's customer owns 50% or more of the individual companies. This requires credit security from the customer that is satisfactory to Heidelberg Materials Cement Norway.

3. Product properties

- 3.1. The cement is delivered as specified and accepted at the time of ordering, and in accordance with applicable laws, regulations and specified standard provisions.
- 3.2. Cements manufactured at Heidelberg Materials Cement Norway's factories in Kjøpsvik and Brevik, or other Heidelberg Materials factories, are delivered exclusively with the

properties specified in Heidelberg Materials Cement Norway's or, if applicable, Heidelberg Materials' quality information and product data sheets.

3.3. Quality information is available at iCARGUS | Heidelberg Materials Cement Norway. Technical data sheets, safety data sheets and more detailed quality information are available at Quality Data | Heidelberg Materials Cement Norway and Construction Cements | Heidelberg Materials Cement Norway. Heidelberg Materials Cement Norway reserves the right to change cement specifications/cement quality without prior notice.

3.4. Complaints regarding poor quality must be substantiated in accordance with the complaints procedure. The complaints procedure can be found at Sales, delivery and complaints | Heidelberg Materials Cement Norway. This must be submitted in writing by email to reklamasjon@heidelbergmaterials.no without undue delay after the defect should have been or was discovered.

4. Product availability

4.1. Heidelberg Materials Cement Norway aims to maintain sufficient stocks of cement and binders for its customers. However, in market situations with unusually high cement/binder demand, or in the event of production disruptions, we reserve the right to prioritise certain silos/facilities over others. This shall not be considered a delay provided that Heidelberg Materials Sement Norge gives sufficient notice or notifies the customer as soon as possible.

4.2. The customer is required to keep Heidelberg Materials Sement Norge continuously informed of their needs in accordance with the delivery agreement, and to give

at least 14 days' notice of particularly large withdrawals.

4.3. The customer shall follow the ordering procedures agreed in each individual delivery agreement.

4.4. Heidelberg Materials Sement Norge reserves the right to introduce advance ordering of cement without prior notice. The principles for this will be communicated prior to implementation.

4.5. If necessary, Heidelberg Materials Sement Norge may initiate the import of cement/binder and will then import and deliver grades that correspond as closely as possible to its own manufactured grades.

4.6. The customer shall maintain sufficient storage capacity per cement grade, equivalent to at least two full lorries. Agreements on deviations may be negotiated in each individual delivery agreement.

5. Loading of cement at Heidelberg Materials Sement Norge's silo stations/facilities and transport.

5.1. EXW delivery

5.1.1. The customer may arrange bulk transport with their own carriers. The customer is then responsible for ensuring that the carrier follows all applicable instructions and procedures relating to the delivery and loading of cement/binder at Heidelberg Materials Sement Norge's silo stations/facilities.

5.1.2. Documented training in the loading of cement/binder is provided by Heidelberg Materials Sement Norge's operating personnel by appointment during normal working hours.

5.1.3. Incorrect use of equipment, including ISPS at Heidelberg Materials Sement Norge's silo stations/facilities, will result in financial liability for the customer for repairing any damage and may also result in the loss of the right to collect cement/binder.

5.1.4. Clean bulk tanks are a prerequisite for maintaining the quality of cement/binder. The customer is responsible for ensuring that the carrier follows Heidelberg Materials Sement Norge's procedures for cleaning tanks, and the carrier must have established procedures to ensure that bulk tanks are clean before loading. The risk and responsibility for contamination lies with the customer in all cases.

5.2. CPT delivery

5.2.1. Upon entering into a CPT delivery agreement, the agreement shall run for the duration of the transport agreement period unless otherwise agreed.

5.2.2. Heidelberg Materials Sement Norge is responsible for ensuring that the carrier complies with all applicable instructions and procedures relating to the delivery and loading of cement/binder at Heidelberg Materials Sement Norge's silo stations/facilities.

5.2.3. Documented training in the loading of cement is provided by Heidelberg Materials Sement Norge's operating personnel by agreement during normal working hours.

5.2.4. Heidelberg Materials Sement Norge is responsible for ensuring that the carrier acts in accordance with all procedures and instructions at Heidelberg Materials Sement Norge's silo stations/facilities.

5.2.5. Clean bulk tanks are a prerequisite for maintaining binder quality. The carrier shall follow Heidelberg Materials Cement Norway's procedures for cleaning tanks, and the carrier must have established procedures to ensure that bulk tanks are clean before loading.

5.3. Transfer of risk

For EXW and CPT deliveries, the risk/responsibility for the cement/binder is transferred to the customer when the cement/binder is loaded onto the bulk truck.

6. Delays

6.1. In addition to the provisions of Section 4.1, Heidelberg Materials Sement Norge shall not be liable for delays caused by obstacles beyond Heidelberg Materials Sement Norge's control or which Heidelberg Materials Sement Norge could not reasonably have avoided or overcome. Circumstances deemed to be beyond Heidelberg Materials Sement Norge's control include epidemics, pandemics, labour disputes, traffic obstructions, fuel or material supply failures, power outages, unforeseen equipment and machinery failures, decisions, regulations, recommendations or orders from authorities, as well as all other circumstances considered to be force majeure that cause a shortage of resources, materials, goods or restrictions on labour, or otherwise hinder the work of Heidelberg Materials Sement Norge or Heidelberg Materials Sement Norge's subcontractors. In such cases, the time of delivery may be postponed for as long as the obstacle persists.

6.1.1. In the event of a significant delay other than that specified in Section 6.1, the customer is entitled to claim compensation for their direct loss as a result of the delay. Heidelberg Materials Sement Norge must be notified immediately and without undue delay in writing by email to reklamasjon@heidelbergmaterials.no about the claim. Claims for compensation must be notified in writing within 7 days, and documentation must be provided. Heidelberg Materials Sement Norge's liability for compensation is limited to the delayed part of the delivery and to an amount corresponding to a maximum of twice the invoice value of the delayed part of the delivery.

6.2. Heidelberg Materials Sement Norge's liability for delays in Sections 6.1 and 6.2 exhaustively regulates the customer's claims and rights against Heidelberg Materials Sement Norge due to the delay.

6.3. EXW delivery

6.3.1. Unless otherwise agreed, the customer must accept a delivery deviation of 2 days for agreed quality bulk cement. In the event of longer deviations, Heidelberg Materials Sement Norge will cover documented additional costs for alternative distribution that has been pre-approved by Heidelberg Materials Sement Norge, of cement at agreed prices, if the customer cannot use another type of cement.

6.4. CPT delivery

6.4.1. Heidelberg Materials Cement Norway will, if necessary, inform the customer's carrier of any delays and, if necessary, ask the carrier to load cement/binder at an alternative silo station/facility. Additional costs for transporting cement/binder from an alternative silo will be covered by Heidelberg Materials Cement Norway. The carrier may, by agreement with Heidelberg Materials Cement Norway, invoice us directly for additional transport from alternative silo stations/facilities. The customer will only be notified of delays if these will affect their business.

6.5. For longer delivery failures, Heidelberg Materials Cement Norway's liability is limited to twice the invoice value of the delayed delivery. Heidelberg Materials Cement Norway is in no way liable for operating losses, lost profits, daily fines or other indirect losses unless Heidelberg Materials Cement Norway, or anyone for whom Heidelberg Materials Cement Norway is responsible, has acted with gross negligence or intent.

6.6. In the event of delays, the recipient is obliged to take measures to reduce the consequential costs of the delay (duty to mitigate losses).

6.7. In a market situation with unusually high withdrawals from the silos, a temporary halt in delivery is not considered a delay. See section 4.1 Product availability.

7. Receipt of goods

7.1. The customer is obliged to receive the ordered quantity at the agreed time +/- and at the agreed location.

7.2. The customer must immediately inform Heidelberg Materials Sement Norge if the ordered quantity cannot/will not be received as agreed.

7.3. The customer is responsible for any additional costs incurred as a result of the customer being unable to receive the delivery as agreed, for example due to waiting time for the carrier, or removal of the goods if the capacity for receipt does not correspond to the order quantity upon arrival of the cement.

7.4. The customer is obliged to clearly label the filling pipe/silo with the product name.

8. Receipt inspection/complaints

8.1. The type of binder is specified on the delivery note. Upon receipt, the customer's carrier is obliged to check that the delivery corresponds to the customer's order (duty to inspect).

8.2. If there is a discrepancy between the order and the delivered goods, the binder must be returned immediately and a replacement delivery must take place within a reasonable time after Heidelberg Materials Sement Norge has received the complaint.

9. Complaints must be submitted in writing by email to reklamasjon@heidelbergmaterials.no as soon as the customer becomes aware, or should have become aware, of the defect, and no later than within 3 working days. All complaints must be confirmed in writing by Heidelberg Materials Sement Norge. The binding agent with alleged defects must not be used. (See section 3.4) The procedure for complaints can be found at Sales, delivery and complaints | Heidelberg Materials Sement Norge.

10. Liability for defects

10.1. In the event of defective delivery, Heidelberg Materials Sement Norge's liability is limited to NOK 5,000,000 for damage to the customer's property, products, movable property, and products where the delivery is included as a sub-product, unless otherwise provided by applicable Norwegian product liability law. The customer may also demand redelivery. The customer must prove that the defect existed at the time of delivery.

10.2. The customer loses their right to claim for a defect if they do not immediately, and without undue delay after discovering it, notify Heidelberg Materials Sement Norge of the nature of the defect.

10.3. If the customer does not complain within two years of the date on which they took delivery of the product, the customer cannot subsequently claim for the defect.

10.4. Heidelberg Materials Sement Norge shall otherwise have no liability for direct losses or operating losses, lost profits, daily fines or other indirect losses, unless Heidelberg Materials Sement Norge or anyone for whom Heidelberg Materials Sement Norge is responsible is guilty of intent or gross negligence.

10.5. The terms in sections 9.1–9.4 exhaustively regulate the customer's claims and rights against Heidelberg Materials Sement Norge due to defects.

10.6. The customer is obliged to indemnify Heidelberg Materials Sement Norge to the same extent that Heidelberg Materials Sement Norge's liability is limited by sections 9.1 and 9.2 above.

10.7. Heidelberg Materials Sement Norge continuously develops its products and reserves the right to make changes to the products with a minimum of one month's notice.

11. Force Majeure

In case of an extraordinary situation that is beyond the control of the parties and that makes it impossible to fulfill obligations under this agreement, and which according to normal purchase law rules must be considered force majeure, the parties' obligations shall be suspended for as long as the extraordinary situation lasts. The other party's consideration shall be suspended for the same period. In force majeure situations, the other party may only withdraw from the agreement with the consent of the affected party or if the situation lasts or is expected to last longer than 90 days from the time the situation arises, and then only with 15 days' notice. In connection with force majeure situations, the parties have a mutual duty to inform each other of all circumstances that may be of significance to the other party. Such information shall be provided without undue delay.

12. Choice of law and jurisdiction

This agreement is governed by Norwegian law. If a dispute arises between the parties regarding the interpretation or legal effect of the agreement, the dispute shall be resolved through negotiations. If such negotiations are not successful within three months, either party may bring legal proceedings before the ordinary courts. Oslo District Court is agreed as the place of jurisdiction.