



Heidelberg Materials AG General Contractual Terms and Conditions for Planning and Consulting Professionals (GCTCPCPs)

These General Contractual Terms and Conditions for Planning and Consulting Professionals (GCTCPCPs) apply to contracts that the Customer concludes with architects, engineers, experts, specialists, and other planning, monitoring, expert, and consulting professionals.

1. General information

- 1.1 All our orders and contracts with architects, engineers, experts, specialists, and other planning, monitoring, expert, and consulting professionals (hereinafter referred to as “the Contractor”) are based on the following GCTCPCPs.
- 1.2 Other terms and conditions of the Contractor shall not become part of the contract, even if the Customer does not expressly object to them and even if we accept the works and services without reservation despite being aware of conflicting terms and conditions of the Contractor.
- 1.3 The Contractor shall prepare the offer free of charge and without any obligation on the part of the Customer – even if the Contractor’s planning services or calculations are required for the preparation of the offer.

2. Contractual bases

- 2.1 The contract shall be based on all statutory, public law and official regulations, guidelines, technical provisions, and recognised rules of technology and architecture relevant to the subject matter of the contract and the project, including the latest engineering standards and the greatest possible economic efficiency, even

with regard to subsequent maintenance and operating costs.

2.2 Additional contractual bases

2.2.1 Additional contractual bases shall be defined in a negotiation protocol.

2.2.2 Unless otherwise agreed, the following documents shall form part of the contract in the following order of priority and sequence:

- The Customer’s order
- The negotiation minutes
- Scope of works and services
- These GCTCPCPs
- Heidelberg Materials’ Supplier Code of Conduct
- The Contractor’s Declaration of Commitment in accordance with the German Act Regulating a General Minimum Wage (*Mindestlohngesetz*)
- The latest version of Safety Regulations for Contractors (*Sicherheitsbestimmungen für Auftragnehmer*), to be found at <http://www.heidelbergmaterials.de/de/nachhaltigkeit/arbeits-und-gesundheitsschutz>; these can also be sent to the Contractor on request.
- Customer’s Works standard WN002 Equipment and product safety (*Werksnorm AG WN002 Geräte- und Produktsicherheit*)

- Customer's Works standard WN006 Technical documentation (*Werksnorm AG WN006 Technische Dokumentation*)
- Insofar as construction site-related works and services are provided: the Customer's construction site regulations (*Baustellenordnung*)
- The statutory regulations.

2.3 The contractual bases shall apply in the same way to all order amendments as well as additional and modified works and services provided in fulfilment of the contract.

2.4 Works and services described in Options, Required/Contingent Items or Optional/Alternative Items may be requested by the Customer. However, the Contractor shall only be obliged and authorised to provide such works and services if and to the extent that the Customer requests these works and services from the Contractor. The Customer shall be entitled to request that Options, Required/Contingent Items or Optional/Alternative Items be provided even after the contract has been concluded and until the works and services has been provided.

3. Works and services provided by the Contractor as well as modified and additional works and services

3.1 When providing its works and services, the Contractor shall, in addition to the stipulations of the contract and the agreed contractual components, at all times observe the statutory and official requirements and do everything in its power to ensure the timely and cost-effective provision of its works and services while adhering to the agreed quality. In order to achieve these objectives, the Contractor undertakes to give its cooperation at all times, especially by immediately informing the Customer in writing if the contractual objectives appear to be jeopardised by other parties involved (e.g. construction supervisors, project managers, parties involved in the planning,

advisors, experts consulted, contractors, authorities, neighbours) or other third parties.

3.2 Works and services not commissioned under the contract which are needed or practical in order to achieve the contractual objectives may be commissioned by the Customer by means of separate orders relating to individual subprojects, construction phases, buildings, plant groups, or parts thereof, as an extension of the contract.

The Contractor shall in good time inform the Customer in writing of the deadline for such an order for further works and services in order to ensure uninterrupted performance by the Contractor and compliance with the project deadlines.

If a step-by-step commissioning based on service phases of the German Fee invoicing for architects and engineers (*Honorarabrechnung für Architekten und Ingenieure*, hereinafter "HOAI") has been ordered, the order (the request for the next stage) must be made within a period of six months after completion of all of the Contractor's work from the last commissioned work or service; however, this period shall only commence once the Customer has received the Contractor's notice in accordance with sentence 2.

The Contractor shall also be obliged to provide further optional works and services if the order is placed up to six months after completion of all of the Contractor's work from the last ordered scope of works and services. In such a case, the parties shall undertake to agree on new deadlines for such works and services.

3.3 The Contractor shall not be entitled to any claims for the ordering of further works and services or requests for further service phases by the Customer over and above those already commissioned under the contract. The Contractor may not derive any further rights of any kind whatsoever from the optional or step-by-step commissioning or non-commissioning, nor make any claims for the placing of an order or for damages or compensation due to the non-commissioning of corresponding works and services.

3.4 The Contractor shall not be entitled to (partial) acceptance of the works and services rendered

prior to expiry of the deadline in accordance with the last paragraph of clause 3.2.

- 3.5 The Customer shall be entitled at any time to order changes and additions to the Contractor's commissioned or requested performance targets, such as by changing the performance targets or the scope or sequence of works and services. The Contractor shall be obliged to provide these amended or additional works and services ordered by the Customer, provided that the provision of these works and services is not impossible or unreasonable for the Contractor.

Minor changes to works and services are to be provided on a fee-neutral basis. The Contractor's various proposals and drafts in regard to design, construction, function, and financial matters during the planning phase and prior to the completion of the individual planning phases are part of the Contractor's normal scope of works and services and are covered by the agreed remuneration.

- 3.6 In all cases in which the Contractor is entitled to additional or amended remuneration, the Contractor shall be obliged to notify the Customer in writing of the reason for the corresponding additional remuneration claim before commencing work on the amended or additional works and services and to submit a verifiable statement of the amended or additional remuneration in accordance with the provision in clause 3.7 of these GCTCPCPs.
- 3.7 The remuneration for modified or additional works and services ordered shall be determined in accordance with the principles for determining the remuneration for the contractual works and services, taking into account the special costs of the requested works or service. Alternatively, the parties may agree in writing that these works and services shall be remunerated on an hourly basis in accordance with the provisions of the contract.

4. General obligations of the Contractor

- 4.1 In each project phase, the Contractor's works and services must comply with the technical regulations such as the European Standards (*Europäische Norm* - EN), of the European Committee for Standardization (*Comité Européen de Normalisation* – CEN) or the

European Committee for Electrical Standardization (CENELEC) as well as all DIN standards of the German Institute for Standardization e.V. (*Deutsches Institut für Normung* - DIN), taking into account the recognised rules of technology, the regulations of the employers' liability insurance association (Berufsgenossenschaft), the German general technical specifications in construction contracts (VOB/C), and the other relevant DIN, VDE, VDI, VDS, TÜV guidelines, processing and handling regulations of the manufacturer's works as well as all relevant public law provisions and other relevant technical regulations and guidelines.

The Contractor shall inform the Customer of drafts of DIN regulations and make a recommendation as to whether these drafts – e.g. with regard to intended use – should form the basis of the planning. The Customer is authorised to decide on such matters.

- 4.2 The Contractor shall provide its works and services, paying particular and constant attention to the requirement of economic efficiency, as coordinated with the Customer, of the structures/plants to be erected – both with regard to their construction and their subsequent operation.
- 4.3 The Contractor shall provide the Customer with information about its works and services immediately upon request and without special remuneration.
- 4.4 The Contractor shall base its works and services on the written instructions and suggestions of the Customer in addition to the specifications set out in the contractual bases and shall notify the Customer immediately of any reservations concerning these. The Contractor's liability for the correctness and completeness of its works and services shall not be limited in any way by the Customer's acknowledgement or approval, e.g. by plan approvals by the Customer or third parties, or by the Customer's expertise and specialist knowledge.
- 4.5 The Contractor shall in good time request the Customer to provide it with any information from the Customer, specialised parties, and other bodies, which it requires for the provision of works and services.

4.6 If, in connection with the provision of his works and services, the Contractor has reservations about the application of the documents listed in the contract or the annexes or the provisions and guidelines to be complied with, or if he identifies gaps, overlaps, or contradictions, it shall inform the Customer of this immediately and in writing. In such cases, the Customer will immediately make a binding decision in accordance with section 315 (equitable discretion) of the German Civil Code (*Bürgerliches Gesetzbuch* – hereinafter “BGB”). Information and specifications in the contract and the documents listed in the annexes as well as in any contract documents that may be added in the future do not release the Contractor from its obligation to carry out independent checks and from its responsibility to ensure that the works and services it is obliged to provide are correct and complete.

4.7 The Contractor shall unconditionally comply with any conditions imposed on the Customer by authorisation and specialist authorities or other competent bodies. If such conditions conflict with stipulations in the contract documents or with instructions or suggestions of the Customer or if they affect the performance targets in a significant way, the Contractor shall immediately inform the Customer of this and of possible consequences and obtain the decision of the Customer before the affected planning is further implemented. The Contractor shall be notified of the decision in writing.

5. Project implementation, project managers, and employees of the Contractor

5.1 The Contractor shall be obliged to take part in the regular project meetings separately scheduled by the Customer. The project meetings shall take place at a location to be determined by the Customer at its reasonable discretion. The Contractor shall support the meetings by sending documents in good time. The Contractor shall immediately prepare minutes of the meetings and negotiations and submit them to the Customer for approval.

5.2 The Contractor shall also be obliged to prepare minutes of meetings with technical participants and other project participants to an extent

appropriate to the content of the meeting and to submit them to the Customer within the standard period of three working days, but no later than five working days.

5.3 In order to ensure that there are no obstacles to the realisation of the performance targets, the Contractor shall, after consultation with the Customer, maintain ongoing contact with the relevant approval and specialist authorities and other relevant authorities and bodies to the extent necessary and coordinate the planning with them. It will immediately inform the Customer and the affected project participants of upcoming negotiations with these authorities and bodies in order to give them the opportunity to participate in these negotiations at their own discretion. The Contractor shall continuously and immediately inform the Customer and the affected project participants about its discussions with these authorities and bodies during project meetings and by submitting meeting minutes. It will forward a copy of the relevant correspondence to the Customer and the affected project participants.

5.4 If differences of opinion arise between the Contractor and other technical parties during the planning process, the Contractor shall immediately obtain a written decision from the Customer.

5.5 The Contractor shall appoint a project manager and a deputy project manager vis-à-vis the Customer. The project manager appointed by the Contractor shall be responsible for the technical management of the Contractor’s works and services, the internal coordination thereof, and the exchange of information with the Customer. The project manager participates in all meetings of the Contractor with the Customer, the technical parties involved, or other third parties, insofar as these meetings affect the Contractor’s areas of activity. The project manager conveys the information obtained in this way internally to the relevant departments and ensures that they too participate in the respective discussions.

5.6 The Contractor undertakes to provide a project manager and a deputy project manager for the provision of works and services for the entire duration of the project, unless unavoidable events make this impossible for legal or practical

reasons. Moreover, these employees may only be replaced with the written consent of the Customer. The Customer may refuse consent for objective reasons, particularly if new employees do not have the qualifications of the previously appointed employee. The Customer shall be entitled to demand that the Contractor replace an employee if the employee no longer has the Customer's trust due to circumstances for which that employee is responsible. In addition, the Customer may demand that the employees be supplemented by suitable specialists and without additional remuneration if the employees appointed by the Contractor cannot guarantee orderly or trouble-free planning or construction.

- 5.7 If the Contractor replaces his appointed project manager in breach of contract without good cause, or if the Contractor does not replace his appointed project manager or deputy project manager at the request of the Customer in breach of contract and the Contractor does not remedy this situation even within a grace period set by the Customer, the Customer is entitled to terminate the contract for good cause due to this breach.

6. Protection of interests/power of attorney

- 6.1 The Contractor shall be authorised and obliged to protect the rights and interests of the Customer HC within the scope of the works and services assigned to it.
- 6.2 The Contractor shall be authorised to make practical, particularly technical, determinations vis-à-vis the Customer's contractors whose works and services are planned, supervised, or monitored by the Contractor (particularly the issuing of instructions, approval of implementation documents, measurements, technical determinations regarding the state of performance), as well as for the assertion of claims for defects, including the submission of the necessary declarations.
- 6.3 The Contractor shall inform the Customer immediately of any circumstances that may give rise to claims against the other parties involved in the planning, construction, or project work. The Customer shall be responsible for asserting such claims.

- 6.4 The Contractor has no power of attorney to enter into financial obligations on behalf of the Customer. Nor is it authorised to conclude, amend, supplement, or cancel contracts or to agree on new prices.
- 6.5 The Contractor shall assist the Customer with its public relations work upon request. If required, this shall also include the necessary preparatory work for the production of presentation brochures. The Contractor shall not be authorised to represent the Customer in dealings with the press or other media.

7. Documents

- 7.1 The Contractor shall sign the documents prepared by it as the author.
- 7.2 The Contractor shall, without prejudice to the provisions of the contract, keep its documents for at least ten years after completion of the project, but in all cases until the expiry of the limitation period for the Customer's claims for defects. Before destroying these documents or deleting data, it must offer them to the Customer for collection or transfer free of charge.
- 7.3 The documents prepared and procured by the Contractor (plans, drawings, documentation, etc. – both preliminary versions, but especially final versions after completion of each planning phase) are to be handed over to the Customer as original EDP files and also handed over in paper form on request. They shall become the property of the Customer. A right of retention on the part of the Contractor is generally excluded, unless the claims of the Contractor on which the Contractor bases the right of retention have been recognised by the Customer or have been legally established.
- 7.4 All new drawings, samples, and all other documents created for the provision of the service shall be the property of the Customer and shall be transferred to the Customer and may not be reproduced or made available to third parties for purposes beyond the fulfilment of the contract without the consent of the Customer.

8. Deadlines

- 8.1 The Contractor shall provide its works and services within the mutually agreed deadlines. The individual works and services shall be submitted to the Customer in good time so that the Customer has sufficient time to review and make decisions, taking into account the respective deadline.
- 8.2 If no deadline has yet been agreed upon at the time of conclusion of the contract, the contracting parties shall agree upon contractual deadlines in writing.
- If no contractual deadlines have been agreed upon, the Contractor shall always provide its works and services in good time so as not to hinder the planning and execution of the construction project. The Contractor is obliged to continuously and appropriately drive its performance and utilise the necessary capacities to this end.
- 8.3 The Contractor shall provide all works and services required for the remaining planning and for the execution of the project in good time so that the deadlines agreed between the Customer and the other parties involved in the construction (in particular the other planners and the contractors carrying out the work) are not jeopardised or delayed for reasons that are (also) within the Contractor's sphere of influence or responsibility.
- 8.4 If these deadlines are changed at the request of the Customer, the corresponding processing deadlines shall apply when the deadlines are rescheduled.
- 8.5 If deviations from the contractual (framework) schedule or the contractual deadlines are identified or have already occurred, the Contractor shall inform the Customer of this immediately and in writing and propose remedial measures – e.g. catch-up measures, organisational optimisations, etc.
- 8.6 If the Contractor is behind schedule with its works and services at the initial deadlines, significant interim deadlines, or final deadlines agreed in the contract and fails to provide the outstanding works and services within a maximum of 12 days despite the setting of a grace period and if it is responsible for the delay, the Customer shall be entitled – without prejudice to all other rights – to terminate the service contract for good cause.
- 8.7 If the works and services of a specialist involved or a decision by the Customer are delayed, the Customer may order acceleration measures within reasonable limits. If individual dates or contractual deadlines cannot be met for unavoidable reasons, the Customer shall specify new deadlines or time limits, taking into account the objective delays that have occurred. Before ordering acceleration measures or setting new deadlines or time limits, the Customer shall consult the Contractor and take its performance capacity into account. Such orders or determinations by the Customer shall be made at its reasonable discretion (section 315 of the BGB).
- 8.8 The Contractor shall be entitled to an extension of individual deadlines or contractual periods if circumstances within the Customer's sphere of risk or force majeure or other circumstances beyond the Contractor's control prevent it from providing its works and services. The Contractor shall report any hindrances immediately. If the Contractor fails to do so, despite being able to do so under the circumstances, the Contractor shall only be entitled to have impeding circumstances taken into account if the Customer was aware of the relevant facts and their impeding effect or if the Customer should have been aware of them.
- 8.9 In order to enable the Customer to monitor deadlines, the Contractor shall be obliged to submit regular deadline monitoring reports to the Customer (at least once a week on the first working day of the following week) in the form of a comparison of target versus actual performance, together with explanations in accordance with the Customer's specifications.
- 8.10 If the Contractor is obliged to prepare or edit schedules, the following shall apply: all schedules must also be handed over to the Customer as an EDP file in accordance with the Customer's specifications. If the Customer rejects a schedule drawn up or updated by the Contractor with good reason, the Customer shall be entitled to draw up or update its own schedule which shall be binding for the Contractor, at its reasonable discretion (section 315 of the BGB).

8.11 The Customer may order the Contractor's works and services to be interrupted for a period of up to two months for good cause, without the Contractor being entitled to any claims as a result. In the event of any further interruption, the Contractor shall be entitled to reasonable compensation if it is not responsible for the interruption, in which case the Contractor shall be obliged to make all reasonable efforts to minimise the costs to the Contractor incurred by the interruption.

9. Contractual penalty

9.1 Unless otherwise agreed in writing, the Contractor shall owe a contractual penalty of 0.2% of the net contract price for each working day of delay if the agreed completion deadline is not met.

The amount of this contractual penalty is limited to 5% of the net contract price.

9.2 Unless otherwise agreed in writing, in the event of a delay in meeting an interim deadline, the Contractor shall owe a contractual penalty for each working day of the respective delay in the amount of 0.2% of the net invoice amount invoiced by the Contractor up to the interim deadline by means of partial invoices – and if no partial invoice has been issued: of the net invoice value of the works and services provided by the Contractor up to the interim deadline, estimated by the Customer at its reasonable discretion.

The amount of this contractual penalty shall be limited to 5% of the net invoice amount invoiced by the Contractor up to the interim deadline by means of partial invoices – and if no partial invoice has been issued: of the net invoice value of the works and services rendered by the Contractor up to the interim date as estimated by the Customer at its reasonable discretion.

9.3 Contractual penalties imposed for previous interim deadlines shall be offset if subsequent interim deadlines are not met, meaning that the individual contractual penalties cannot be accumulated.

9.4 The total amount of the contractual penalties shall not exceed 5% of the net contract price.

9.5 The contractual penalty shall be offset against any damage caused by delay; the claim for

reimbursement of any damage in excess of the contractual penalty shall remain unaffected.

9.6 The assertion of the claim for payment of the contractual penalty shall not presuppose that the Customer reserves the right to do so at the time of acceptance. The right of retention can also be declared until the final payment is due.

9.7 The contractual penalty shall also apply to the new or agreed completion deadlines if completion deadlines are postponed or have yet to be agreed.

10. Early termination of contract

10.1 The contract may be terminated by either party for good cause.

10.2 Good cause shall be deemed to exist in particular if the Contractor ceases to meet its payments, if insolvency proceedings (sections 14 and 15 of the German Insolvency Code (*Insolvenzordnung* - InsO) or comparable statutory proceedings have been applied for by the Contractor or legitimately by the Customer or another creditor, if such proceedings have been opened, or if the opening of such proceedings have been rejected due to lack of assets.

10.3 Furthermore, the Customer shall have the right to terminate the contract for good cause if:

- The Contractor is in default with its works and services.
- The further pursuit of the project becomes economically unfeasible for reasons for which the Customer is not responsible. This is particularly the case if a building permit (even at the preliminary building application stage) or a usage permit is partially or completely refused or withdrawn, or if the realisation of the project is otherwise significantly hindered or made impossible for the Customer.
- The realisation of the planned object is hindered or rendered impossible in terms of scope, feasibility, timing, etc. by official measures or obstructions caused by third parties (e.g. citizens' initiatives).

10.4 The Contractor shall in particular be entitled to terminate the contract for good cause if the Customer fails to make the agreed instalments –

even after a reasonable grace period set by the Contractor.

- 10.5 If the Customer terminates the contract for good cause, only the works and services demonstrably and completely rendered up to the date of termination and usable for the Customer and any ancillary cost claims of the Contractor shall be remunerated; loss of profit for works and services not rendered or claims for so-called loss of confidence shall be excluded in all cases. Any further claims for damages by the Customer shall remain unaffected.
- 10.6 The Customer's free right of termination pursuant to section 648 of the BGB shall remain unaffected.
- 10.7 If the contract is terminated for any other reason (e.g. by cancellation), only the works and services and ancillary cost claims of the Contractor that have been demonstrably and fully rendered up to the termination and that can be utilised by the Customer shall be remunerated; loss of profit for works and services not rendered or claims for so-called loss of confidence are also excluded in these cases.
- 10.8 Any termination must be made in writing.

11. Insurances

- 11.1 The Contractor shall from the conclusion of the contract onwards, including the duration of the period of liability for defects, be obliged to take out liability insurance at its own expense with a German insurer with the following sums insured per claim:
- Personal injury: €10,000,000.00
- Property damage and other financial losses: €10,000,000.00
- The deductible may not exceed €10,000.
- 11.2 Proof of the conclusion of the aforementioned insurance policies shall be provided to the Customer immediately after conclusion of the contract by sending copies of the policies without being requested to do so. If the confirmation is not valid for the entire duration of the Contractor's activity, the Contractor shall be obliged to submit a new one unsolicited no later than 18 working days before its expiry.

- 11.3 The Contractor shall be obliged to pay the premiums in good time so as to prevent any interruption to the insurance cover. The Contractor shall bear the costs of the premiums for the insurance policies it has taken out. The Contractor shall also bear the costs of the agreed deductibles. A waiver of recourse in favour of the Customer must be agreed with the insurer.
- 11.4 The Contractor is obliged to impose the same provision on its subcontractors and to obtain proof of insurance cover.
- 11.5 The regulations on the insurances to be taken out shall not constitute a limitation of liability in favour of the Contractor.
- 11.6 The Customer may stipulate that payments are dependent on proof of the existence and continuation of insurance cover.
- 11.7 The Contractor hereby assigns its claims for reimbursement against its liability insurance to the Customer for the purpose of performance, insofar as the Customer is the injured party, and submits the consent of its liability insurer to do so.

12. Acceptance

- 12.1 The works and services of the Contractor shall require a joint formal acceptance after all commissioned works and services have been completed in full and essentially without defects. The works and services shall be accepted after completion of the last service commissioned to the Contractor.
- 12.2 After complete and defect-free completion of service phase 8 (project supervision), insofar as this has been commissioned, the Contractor shall be entitled to partial acceptance of the works and services rendered up to that point.
- 12.3 Partial acceptances shall only take place if the contracting parties have expressly agreed to this in writing.

13. Liability for defects

- 13.1 If the Contractor fails to comply with the Customer's request to remedy a defect within a reasonable period set by the Customer, the Customer shall be entitled to remedy the defect

itself and shall be entitled to demand reimbursement of the costs from the Contractor. Further claims of the Customer shall remain unaffected.

- 13.2 Works and services that are recognised as defective or non-compliant with the contract during execution shall be replaced by the Contractor at its own expense with defect-free ones. If the Contractor is responsible for the defect or the non-compliance with the contract, it shall compensate for the resulting damage.
- 13.3 The Customer shall also be entitled to the rights pursuant to clause 13.1 prior to acceptance, provided that either the requirements of sections 280 ff. of the BGB are met or the fulfilment stage of the contractual relationship has ended and a settlement relationship has been established.
- 13.4 Furthermore, the provisions of the law on contracts for work and works and services of sections 634 to 638 of the BGB shall apply to the Customer's claims for liability for defects against the Contractor.

14. Invoicing and payment

- 14.1 Unless another payment period has been agreed, the Contractor shall receive instalment payments for the proven works and services rendered in accordance with the contract within 30 calendar days of receipt of the verifiable invoice by the Customer. Partial invoices can be issued at intervals of at least four weeks.
- 14.2 Unless other payment terms have been agreed upon, the final payment shall be made after acceptance within 30 calendar days after receipt of the verifiable final invoice by the Customer.
- 14.3 Invoices shall be designated as partial, partial final, or final invoices according to their purpose. They must be numbered and organised consecutively. The invoice amount must be presented in the invoice in a verifiable manner in accordance with the remuneration structure of the contract or the specifications of the payment plan, if applicable. At the Customer's request, the Contractor shall invoice its works and services separately according to components, sub-projects, or construction phases.
- 14.4 All invoices shall be sent to

Heidelberg Materials AG
c/o HMS DE GmbH BUK 0010
69178 Leimen

stating the VAT ID number and the recipient of the service, unless otherwise agreed in the contract.

- 14.5 The Contractor shall be obliged to state the exact order number of the Customer in invoices and all other documents, and the invoices must comply with the VAT regulations of sections 14 and 14a of the German Value Added Tax Act (*Umsatzsteuergesetz – UStG*). If the Contractor fails to do so, any resulting negative effects shall be borne by the Contractor.
- 14.6 The Customer shall provide the option of submitting invoices by email in PDF format (one invoice per email). Invoices are to be sent to hms.rechnungseingang@heidelbergmaterials.com.
- 14.7 Hourly paid work may only be carried out if this is agreed in advance between the Customer and the Contractor in each individual case.
- 14.8 Hourly wage labour must be reported on each working day. The Contractor shall indicate on the reports which work it has carried out, when, where, how many hours of work was involved, by which employees, using which equipment and materials. The reports are to be submitted to the Customer at the latest on the day following execution via the Customer's local construction management. The Customer shall confirm receipt and factual correctness by means of its signature.
- 14.9 All invoices must be accompanied by proof of work performed in the form of the Heidelberg Materials' "Time sheets for external personnel." The above-mentioned documents shall be submitted as Excel files, detailing the work carried out in addition to the time recording. The Contractor shall receive the time sheets for external personnel upon request from the responsible engineer or foreman of each of the Customer's plants.
- 14.10 Hourly wage labour shall be invoiced as a separate item on the cumulative partial invoice following the performance of the hourly wage labour. Only authorised representatives of the Customer shall be entitled to examine and

acknowledge any resulting claims for remuneration.

15. Security retentions/performance bonds

15.1 Insofar as a security retention for the performance of the contract has been agreed in the contract, the Customer shall be entitled to withhold 10 per cent of each instalment payment due to the Contractor until the agreed security sum (retention) is reached.

15.2 The Contractor may redeem this retention and replace it with a performance bond in accordance with clause 15.10. The performance retention must cover all of the Customer's claims relating to the fulfilment of the Contractor's obligations under the contract, particularly the performance of the service in accordance with the contract, including statements of account, claims for defects and claims for damages, contractual penalties, reimbursement of overpayments, claims for the contractually compliant provision of modified and additional works and services, and claims in the case of non-payment of contributions due to the social insurance bodies. The amount of security retention agreed within the contract shall relate to the net contract price according to the contract.

The withheld sum shall be paid out to the Contractor concurrently when and to the extent that the Contractor has provided the Customer with a performance retention that meets the requirements of the contract. Satisfaction from the performance bond shall only be permitted once the withheld sum has been paid out.

15.3 Insofar as the net contract price should change due to the provision of extra works and services or requests for optional works and services or additional works and services, the amount of performance retention shall be adjusted at the request of the Customer in line with the changed net contract price.

15.4 From the date of acceptance of the completed work, the performance retention shall cover any rights of the Customer in respect of defects in accordance with section 634 of the BGB only up to a maximum value of 5 per cent of the net contract price. The Customer shall return any unrealised performance retention within one

month of acceptance. If a performance guarantee has been agreed, the return will take place concurrently with the provision of a performance guarantee in accordance with the following. If claims of the Customer against the Contractor that are covered by the performance retention and arose from the underlying contract prior to acceptance have not been satisfied by the time the entitlement to its return falls due, the Customer may withhold a part of the retention corresponding to the value of these claims; in the case of the provision of a performance bond, this partial return shall be substituted by the partial release from liability, which must be declared in writing to the Contractor by the time that the entitlement to the return falls due. In that event, the Customer shall return to the Contractor any unrealised performance retention no later than one month following the expiry of the period of limitation for all its claims covered by such retention.

15.5 Insofar as it is agreed in the contract, the Contractor shall provide a performance guarantee in the form of a certificate confirming a joint and several guarantee of unlimited duration furnished by a credit institution licensed to operate in Germany or a credit insurer licensed to operate in Germany with the purpose of assuring the rights of the Customer in respect of defects in accordance with section 634 of the BGB (performance bond). The level of security agreed within the contract shall relate to the net final invoice amount.

15.6 If the Customer holds any unrealised performance retention in accordance with clauses 15.1 or 15.2, the Contractor shall submit the performance bond to the Customer within one month of acceptance concurrently with the return of the performance retention. Otherwise, in order to secure its rights in respect of defects in accordance with section 634 of the BGB, the Customer shall be entitled to a cash retention equal to 5 per cent of the net final invoice amount, which retention may be redeemed in whole or in part by the Contractor at any time concurrently with the provision by the Contractor of a performance bond corresponding to the sum to be redeemed in accordance with clause 15.5 or by providing security in accordance with section 232(1) of the BGB equal to the sum to be redeemed.

- 15.7 The Customer shall return to the Contractor any unrealised performance guarantee no later than one month following the expiry of the period of limitation for all its rights covered by such guarantee.
- 15.8 Upon notification of the result of the audit of the final invoice, the performance guarantee shall be reduced to 5 per cent of the audited net final invoice total. Where this is the case, the Contractor may demand the partial release of a performance bond that has already been furnished or demand that the Customer return the provided performance guarantee concurrently with the provision of a performance bond in accordance with clause 15.5. If the Contractor successfully asserts claims for fees exceeding the result of the Customer's audit of the final invoice, the Customer may withhold a cash retention from the difference to be paid out equal to the security owed, which sum may be redeemed in whole or in part by the Contractor at any time concurrently with the provision by the Contractor of a performance bond corresponding to the sum to be redeemed in accordance with clause 15.5 or by providing security in accordance with section 232(1) of the BGB equal to the sum to be redeemed.
- 15.9 If the Customer withholds a cash retention, the Customer shall not be obliged to pay the withheld sum into a blocked account; no interest shall be payable.
- 15.10 Performance bonds furnished in accordance with the above clauses must be joint and several, unconditional, indefinite, and irrevocable guarantees issued without conditions. Only a credit institution licensed to operate in Germany or a credit insurer licensed to operate in Germany shall be deemed to be a suitable guarantor for the performance bonds. The performance bonds shall be furnished with a waiver of the right to contest and the defence of failure to pursue other remedies (pursuant to sections 770(1) and 771 of the BGB). The waiver of the right to contest (section 770(1) of the BGB) shall not apply a) if it is undisputed or legally established that the principal obligation can be contested and/or b) if the principal obligation can be effectively contested pursuant to sections 123 and 124 of the BGB. The guarantor shall not have the right to release itself from the surety obligation arising under the

bond by lodging a deposit. The performance bonds must name Heidelberg as the place of jurisdiction. If multiple performance bond certificates are provided, they must each make it clear that the bonds apply cumulatively to each other. The bonds must declare that the bond claims shall in no event become statute-barred earlier than the secured claim. However, the period of limitation shall expire no later than 30 years after the legal commencement of the period of limitation. No bonds are to be provided on first request. The text of the performance bond must additionally ensure that the guarantor is also liable for addenda and contractual changes to the performance period after the conclusion of the contract. Upon request, the Customer shall provide the Contractor with appropriate bond templates.

- 15.11 The requirements set out in clause 15.10 shall also apply to any advance payment guarantee to be provided by the Contractor.
- 15.12 The Contractor may not demand the granting of a mortgage on the building plot (section 650(e) of the BGB) for satisfaction of its claims under this contract, provided that it has not previously demanded security from the Customer in accordance with section 650(f) of the BGB. The Customer shall be entitled to avert the Contractor's claim under section 650(e) of the BGB, if asserted, by providing another form of security, including via a joint and several bank guarantee, and also to replace with an equivalent security any notice or mortgage that may have already been entered on the register of title pursuant to section 650(e) of the BGB.

16. Copyrights and rights of use

- 16.1 Insofar as the Contractor provides copyrightable works and services for the Customer, these highly personal copyrights shall be retained by the Contractor. Otherwise, upon conclusion of the contract, the Contractor shall transfer to the Customer all rights of use and exploitation in respect of all documents and works and services relating to the project that is the subject of the contract. In particular, the Contractor shall transfer to the Customer the right to construct, modify, extend, and, if applicable, even cancel the disputed project in whole or in part in accordance with the documents and plans

prepared by the Contractor. Likewise, the Contractor shall grant the Customer the right to transfer these rights of use in whole or in part to third parties. The above provisions shall apply irrespective of the extent to which the Contractor has provided works and services for the Customer and whether and for what reason the contract is terminated prematurely in whole or in part.

16.2 The Contractor guarantees that all planning and other works and services that it provides are free from third-party rights and that the Contractor is thus fully entitled to transfer the rights of use and exploitation defined in clause 16.1 to the Customer without restriction. Insofar as the Contractor has engaged third parties to fulfil its contractual obligations, the Contractor guarantees that the existing rights of these third parties do not conflict with a transfer pursuant to clause 16.1. If and to the extent that rights are asserted against the Customer by third parties on the basis of the planning and other works and services provided by the Contractor, the Contractor shall indemnify the Customer against the third parties.

16.3 The Customer shall have the right to publications; in the case of works and services protected by copyright, it shall do so with reference to the name of the Contractor. For its part, the Contractor must have the written consent of the Customer in order to publish.

17. Integrity

17.1 Neither the Contractor and its employees nor any other person and/or company engaged by the Contractor in the course of the execution of the project may carry out any activity for an applicant or bidder or maintain any other relationship characterised by private or business interests with applicants or bidders or their employees or other third parties that could constitute a conflict of interest. The same shall apply to the involvement of external consultants.

17.2 A conflict of interest shall be understood as circumstances that create the risk that professional judgement and decisions could be influenced by irrelevant considerations. This is to be assumed in particular if the Contractor

- a) holds ownership or participation rights in the third party involved;
- b) holds a management position with the third party or works for the third party in another capacity;
- c) receives remuneration or other payment from the third party for works and services rendered in connection with the project;
- d) has a personal relationship with the third party, its managers, or other employees.

17.3 Clauses 17.1 and 17.2 shall equally apply to personal or business relationships between the Contractor and employees of the Customer.

17.4 The Contractor warrants that it is not aware of any conflicts of interest at the time the contract is concluded. The Contractor shall inform the Customer in writing of any conflict of interest as soon as it becomes aware of such a conflict

18. Confidentiality

18.1 The Contractor shall treat as confidential all information that it receives directly or indirectly from the Customer in connection with the performance of the contract. This information shall remain the property of the Customer and may not be used by the Contractor for any purposes other than the purposes for which it was provided. The Contractor shall keep the existence of this contract and its terms confidential and shall not use any photographs, drawings, and/or documents relating to this contractual relationship for advertising purposes without first obtaining the written consent of the Customer. After the performance of the contract, the Contractor shall return all documents and items received from the Customer if the Customer so requests.

18.2 The Contractor shall also impose a corresponding obligation of confidentiality on all its employees.

18.3 Notwithstanding the foregoing, the Contractor is permitted to disclose to its subcontractors and suppliers such information received from the Customer as is necessary to ensure the proper performance of the contract. In the event that the Contractor discloses this information to a subcontractor or supplier, the Contractor

undertakes to include a clause in the contract it concludes with the subcontractor or the supplier that corresponds to this clause in order to ensure that the confidentiality of the information provided by the Customer is maintained.

18.4 This confidentiality obligation shall not apply where it can be demonstrated that the information

- a) was already in the public domain at the time of its receipt,
- b) was produced by the Contractor in the course of its own independent developments,
- c) was already in the Contractor's possession at the time of receipt,
- d) becomes public knowledge after receipt without any action on the part of the Contractor, or
- e) is made accessible by third parties without any obligation to obtain authorisation and refrain from using the information, provided that such third parties have not received the information directly or indirectly from the Contractor.

19. Supplier Code of Conduct/supply chain compliance

19.1 The provisions within this clause 19 are binding on the Contractor in relation to a contract for the delivery of products or the rendering of works and services and apply to the Contractor's particular area of operation, which covers all of the Contractor's activities within and outside Germany that are necessary for the fulfilment of the contractual obligations to the Customer. This includes, in particular, all steps from the extraction of raw materials to the delivery of products or the rendering of works and services to the Customer.

19.2 The Customer aims to ensure that all works and services and activities in connection with the contractual relationship with the Contractor are carried out in accordance with internationally recognised fundamental environmental, labour, and social standards. The Customer has summarised its sustainability requirements in the Heidelberg Materials Supplier Code of

Conduct, which the Contractor can access at <https://www.heidelbergmaterials.com/en/responsible-procurement> or which will be sent to the Contractor upon request. The Contractor undertakes to comply with the Heidelberg Materials Supplier Code of Conduct in its own area of operation for the entire duration of the contractual relationship with the Customer.

19.3 The Contractor shall ensure that its employees and sub-suppliers comply with the Supplier Code of Conduct and, in particular, shall oblige its direct sub-suppliers to comply with the Supplier Code of Conduct or other standards that offer at least a comparable level of protection in every respect with regard to all protected interests set out in the Supplier Code of Conduct.

19.4 The Customer shall carry out risk analyses in relation to the Contractor pursuant to the requirements of the German Act on Corporate Due Diligence in Supply Chains (*Lieferkettensorgfaltspflichtengesetz*, "LkSG"). In the event of a change in the risk situation, particularly in the event of indications of risks against or violations of the protected interests set out in the Supplier Code of Conduct in connection with the activities of the Contractor, the Contractor shall inform the Customer in writing upon request about the realisation of its obligations under this clause 19. The report must describe any identified risks or violations and the measures taken by the Contractor to prevent, bring to an end, or minimise such risks or violations. The same shall also apply to violations by third parties engaged by the Contractor (e.g. sub-suppliers or subcontractors). Upon request, the Contractor shall immediately provide the Customer in writing with all necessary information required by the Customer in order to verify compliance with the Supplier Code of Conduct along the supply chain and the Contractor's compliance with its obligations, particularly information about the region, the value chain, the individuals and the area of the environment concerned, the causes, the Contractor's economic activity in connection with the risk or violation, and audit and certification documents relating to the Contractor's business premises and those of its sub-suppliers, if applicable. The report must take into account the Contractor's legitimate interests and the safeguarding of workers'

rights, particularly data protection and the protection of business secrets. In particular, the Contractor may protect the business secrets concerned by summarising them in an appropriate form. The Customer may also agree suitable confidentiality agreements with the Contractor in certain cases.

- 19.5 In the event of indications of risks against or violations of the protected interests set out in the Supplier Code of Conduct in connection with the activities of the Contractor, the Customer may inspect the Contractor to ensure compliance with the obligations under this clause 19. The audit must be carried out during the Contractor's normal business hours and with reasonable notice. The length of the notice period shall depend on the circumstances of the individual case, such as, in particular, efforts to ensure effective monitoring, the typically anticipated severity of the risk or violation, the reversibility in the event of a violation, and the likelihood of the occurrence of a violation of the interests protected by the Supplier Code of Conduct. The Contractor must grant the Customer access to all documents, business areas, and premises relevant to the audit and cooperate with the Customer to the best of its ability during the audit. The Customer shall take the Contractor's legitimate business interests and data protection considerations into account during the audit. In addition, the Customer shall undertake to maintain confidentiality vis-à-vis third parties with regard to the subject matter and results of the audit. The Customer is entitled to have the audit carried out by a third-party company, whereby the Contractor's legitimate business interests and data protection considerations must be protected by, for example, concluding appropriate confidentiality agreements with the third-party company.
- 19.6 The Contractor undertakes to cooperate with the Customer in order to prevent, bring to an end, or minimise any identified risks against or violations of the Supplier Code of Conduct and shall ensure that it fulfils its obligations to comply with the standards in its own area of operation and, as far as possible, comply with the standards along the supply chain by exercising due diligence. In the event of risks against or violations of the protected interests set out in the Supplier Code of Conduct, the

Customer may require a reasonable number and group of the Contractor's employees to participate in training and further education measures in order to realise the contractual assurances given by the Contractor under this clause 19. These training measures shall be provided at no cost to the Contractor and can take place, for example, via our website or as individual training sessions.

- 19.7 The Contractor, its sub-suppliers, and any third parties shall use the Customer's whistle-blower system (available at <https://www.heidelbergmaterials.com/en/sustainability/governance-and-compliance>) to report any violations and risks anonymously. The Contractor shall inform its employees and subsuppliers about their ability to access the Customer's whistle-blower system and use it anonymously. The whistle-blower shall be informed about how their report is being handled and about the result, insofar as this is possible in the case of anonymous reports submitted by the whistle-blower. The Customer and the Contractor undertake not to take any disadvantageous measures or disciplinary action against the whistle-blower in connection with the handling of the report.
- 19.8 The Customer's expectations of the Contractor in respect of human rights and the environment may be revised by the Customer at a later date. This is particularly the case if the risk analysis carried out at the Contractor's premises reveals the need for further expectations to be placed on the Contractor in respect of human rights and the environment. Should additional expectations be placed on the Contractor in order to achieve the protection objectives of the LkSG, for example, due to an extended risk situation, the Customer shall notify the Contractor in writing. The Contractor must then fulfil these additional expectations within a reasonable period of time after receipt of the notice. The preceding sentences in this paragraph shall equally apply if the Customer revises the Supplier Code of Conduct to the extent necessary to ensure an adequate level of protection within the supply chain with respect to protected human rights and environmental concerns. A revision shall be deemed necessary, in particular, if such a need for revision has been identified by the Customer on the basis of new

findings or assessments resulting from the legally required risk analysis.

- 19.9 If the Contractor violates its obligations under this clause 19, or if a violation is imminent, it shall immediately cooperate in implementing appropriate remedial measures to prevent, bring to an end, or minimise the extent of the violation. Where possible, the Customer shall initially give the Contractor the opportunity to immediately draw up and implement a strategy with a precise timetable aimed at preventing, bringing to an end, or minimising the breach or risk. If it is clearly evident that drawing up such a strategy is not a suitable approach to prevent, bring to an end, or minimise the breach or risk, or if such a strategy is not drawn up immediately by the Contractor, or if the implementation of the strategy fails, the Customer may suspend the business relationship until the Contractor has brought the breach to an end. The Contractor shall bear an appropriate share of the costs of the remedial measures, with the amount to be decided by the Customer in agreement with the Contractor in each individual case and to be determined on the basis of, in particular, the relevant financial, technical, and human resources, the ability to influence the party directly causing the violation, and the nature of the Contractor's own role in the cause.
- 19.10 The Customer has the right to terminate the contractual relationship with the Contractor without notice for good cause if the legal conditions are met. Such good cause constitutes, in particular, (a) a serious culpable breach, or (b) repeated culpable breaches of the aforementioned obligations, or (c) the culpable failure to remedy a breach within a time limit set for remedying it, or (d) the culpable refusal to perform an audit in accordance with the aforementioned clauses.
- 19.11 In addition to the assertion of claims for damages, the Contractor undertakes to indemnify the Customer against all consequences of a culpable breach of the obligations arising under this clause 19 and the Supplier Code of Conduct, particularly against fines, penalties, and claims by third parties or authorities.

20. The Contractor's subcontractors

- 20.1 Any subcontracting of works and services shall require the Customer's consent. Immediately after the conclusion of the contract, the Contractor shall name all those whom it wishes to engage as subcontractors. The Contractor must provide the Customer with this information 14 days before it intends to use a subcontractor.

Consent must be granted in each case, unless there is an important reason that justifies the Customer in refusing such consent. The Contractor shall be responsible for the proper provision of works and services by the subcontractors that it engages. Any substitution at a later date shall also require the Customer's consent.

21. Health and safety (H&S)

- 21.1 The Contractor must have an established health and safety management system (H&S management system) in place to ensure health and safety during the provision of its works and services. The Contractor must provide its works and services in a manner that is conducive to a clean and safe workplace and does not lead to environmental pollution. The Contractor shall provide its works and services in accordance with all applicable laws, regulations, and standards.
- 21.2 It is a key concern of the Customer that all activities associated with this contract are carried out in a safe manner so that there is no risk to human life or health nor any damage to the environment or property. All work must be carried out in such a way that employees and property are protected to the greatest possible extent from dangerous situations and accidents. Occupational health and safety precautions must play a fundamental role in all activities.

22. Force majeure

- 22.1 Any event that is beyond the reasonable control of the parties in the relevant circumstances and that, notwithstanding the reasonable diligence of the party concerned, is unavoidable and includes, but is not limited to, the following:

War, hostilities, or warlike acts (whether or not a declaration of war has been made), invasion, acts of foreign enemies, civil war

Rebellion, revolution, insurrection, mutiny, seizure of power by military or civilian forces, conspiracy, insurrection, rioting, terrorist acts

Seizure, nationalisation, mobilisation, confiscation, or requisition by a government or on the order of a government or a de jure or de facto authority or sovereign power, and any other act by a local, state, or national governmental authority

Events such as strikes, sabotage, lockouts, embargoes, epidemics, quarantines, and contagious diseases

Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, pressure waves and nuclear pressure waves, and other natural disasters or physical events; labour, material, or supply shortages, provided that such shortage is caused by circumstances that themselves constitute a force majeure event

- 22.2 If a force majeure event occurs that prevents a party from fulfilling any of its contractual obligations or delays the fulfilment of any contractual obligation, the party concerned undertakes to inform the other party in writing of the occurrence of this event and its circumstances immediately after the occurrence of such an event and provide the other party with a force majeure certificate issued by the Chamber of Commerce.
- 22.3 The party invoking force majeure shall be released from the fulfilment or timely fulfilment of its contractual obligations for as long as the force majeure event in question persists and to the extent that fulfilment is rendered impossible, hindered, or delayed. The deadline for fulfilling the obligations shall be extended accordingly.
- 22.4 If the fulfilment of the obligations during the term of the contract is substantially impossible, hindered, or delayed for more than 60 days due to a force majeure event or several such events, either party may terminate the contract by giving notice to the other party.

22.5 If the contract is terminated by the Customer in accordance with clause 22 due to force majeure in the Customer's country, the Customer must remunerate the Contractor for the works and services rendered before the date of termination that are usable by the Customer.

22.6 No delay or non-fulfilment caused by the occurrence of a force majeure event shall be imputed to the debtor concerned. Neither party may base any claim thereon, on whatever legal grounds, for damages or the reimbursement of additional costs or expenses incurred as a result.

23. Trade sanctions

23.1 The Contractor represents and warrants

- a. that it is not itself a natural or legal person, nor is it directly or indirectly owned or controlled by any natural or legal person (hereinafter referred to as "**sanctioned persons**"), that is affected by restrictive measures imposed by the Council of the European Union, the United Nations, or the country in which the parties to this agreement intend to do business together, insofar as such measures are in force from time to time;
- b. that it shall not in any way act for the benefit of, or do business with, or otherwise be generally associated with any sanctioned person; or
- c. that the products to be supplied under this contract are not part of any embargo or other trade restrictions under any laws, regulations, decrees, orders, calls, demands, rules, or requirements of the European Union, any EU member state, the United Nations, the United Kingdom, or the United States of America in relation to trade sanctions, foreign trade controls, export controls, non-proliferation agreements, counter-terrorism, and similar laws (collectively referred to as "**trade restrictions**").

23.2 In the event of a breach of clause 23, the Customer shall be entitled to terminate the contract with immediate effect without this giving rise to any claims for compensation on the

part of the Contractor. For the avoidance of doubt, the same shall apply in the event that the Contractor becomes a “**sanctioned person**” after the conclusion of the contract.

23.3 Subject to the applicable statutory provisions, the Customer may also terminate the contract with immediate effect if the Contractor is or becomes a “**sanctioned person**” as defined by US regulations (“**Specially Designated National**” or “**SDN**”) or appears to be directly or indirectly controlled by such an SDN.

23.4 In the event that products/works and services are affected by trade restrictions pursuant to clause 23.1 during the term of this contract, the following shall apply:

If a service provided by a party would breach or be inconsistent with these trade restrictions, or if this party would be subject to punitive measures under these trade restrictions, that party (the “**affected party**”) must immediately notify the other party in writing of the service that cannot be performed. Once such information has been provided, the affected party shall be entitled:

(i) to immediately suspend the affected obligation (regardless of its nature – payment or performance) until the affected party can lawfully fulfil this obligation; (ii) in the event that the inability to fulfil the obligation continues (or is reasonably expected to continue) until the expiry of the contractual performance period, to a full release from the affected obligation; provided that the obligation in question relates to the payment for goods that have already been delivered, the affected payment obligation shall remain suspended until the affected party is able to lawfully resume payment; in any case, without liability of any kind (including, but not limited to, damages for breach of contract, contractual penalties, costs, fees, and expenses).

23.5 If the suspension of the affected obligation lasts longer than three months, both parties shall be entitled to terminate this contract with immediate effect. After such termination takes effect, all advance payments made under this contract in connection with an affected obligation are to be repaid by the Contractor to the Customer within eight weeks of the expiry of the contract.

24. Assignment and set-off

24.1 The assignment of claims for fees and other claims of the Contractor against the Customer shall only be permitted with the written consent of the Customer.

24.2 Insofar as mutual claims are not of a reciprocal nature (in accordance with sections 320 ff. of the BGB), the Contractor may only set off claims of the Customer against undisputed or legally established claims against the Customer.

25. Place of performance, applicable law, place of jurisdiction, and data protection

25.1 The place of performance is the project, unless otherwise expressly agreed.

25.2 German law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German private international law.

25.3 The place of jurisdiction for all disputes arising from the contractual relationship with the Contractor shall be Heidelberg, or, at the Customer’s discretion, the Contractor’s general place of jurisdiction.

25.4 Insofar as personal data is processed by the Customer in the context of the contractual relationship or in the initiation of the contract, the Customer shall process this personal data exclusively within the framework of the statutory provisions, particularly in compliance with the provisions of the European Union’s General Data Protection Regulation (GDPR) and the German Data Protection Adaptation and Implementation Act (*Datenschutzanpassungs- und Umsetzungsgesetzes EU*). Further information concerning the handling of personal data can be found in the Customer’s General Data Protection Information for Business Partners and Other Third Parties information sheet, which is published on the Customer’s website at <https://www.heidelbergmaterials.com/en/company/procurement> and which the Contractor can also obtain on request from the Customer.

26. Severability clause

Should any provision of this contract be or become invalid, the contracting parties agree that this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace any invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply if a gap in the contract requiring supplementation becomes apparent during the execution of the contract.