



General Conditions of Purchase Lafarge Zementwerke GmbH

Unless otherwise specified to the contrary in writing, these General Conditions of Purchase (henceforth referred to as "GCP") shall apply to all deliveries and services of any kind made or performed by any contractor or supplier ("Supplier") for Lafarge Zementwerke GmbH ("Purchaser"), in addition to the terms and conditions separately agreed upon in the purchase order (henceforth also referred to as "Order" or "Contract"). If any terms and conditions are missing both in the Order and the GCP, the pertinent legal provisions shall apply exclusively. In case of any contradictions between the Order and the GCP, the Order shall override the GCP. Irrespective of any (oral or written) offers, Contracts shall always be based on the contents of the written Order (also by e-mail or fax).

Supplier's terms and conditions of purchase and delivery shall only apply if this has been expressly stipulated in writing.

1. ORDER

Only agreements which have been made in writing or by electronic data transfer shall be binding. Any changes of or additions to the Order shall also be made in writing to be legally effective.

A confirmation of the Order by the Supplier is, in principle, not requested by the Purchaser, unless the Purchaser explicitly requests a written confirmation in the Order. Any deviations from the Order shall be marked clearly and are to be communicated to the Purchaser promptly. Any deviations shall be invalid unless expressly acknowledged by Purchaser in writing. The unconditional receipt of goods shall not count as acknowledgement.

As soon as Supplier discerns any circumstances that endanger the contractual execution of an Order, Supplier shall immediately inform Purchaser in writing of these circumstances and the measures taken to ensure contractual performance.

2. TIME OF DELIVERY

The time of delivery or for performance shall begin as of the Order date. If no time of delivery is specified, delivery or service performance shall be made promptly.

Prior to the agreed date, deliveries or services may only be made or performed upon Purchaser's consent. In any case, such a delivery or performance of services shall not entail any disadvantages for Purchaser. The time of payment, in particular, shall not begin before the agreed date.

3. DELIVERY, SHIPMENT, RECEIPT

Delivery, service performance and shipment shall comply with the specified terms of delivery. If no terms of delivery have been specified, delivery shall be made DDP to the agreed place of performance, unloaded pursuant to the Incoterms, as amended. Supplier shall, at its own cost, properly insure deliveries against damages of all kinds. Deliveries shall include separate delivery and freight documents for each Order number.

Merchandise shall be delivered to Purchaser's authorised personnel at the delivery address. The application of Articles 337 and 378 Commercial Code shall be precluded. Purchaser shall not be obliged to accept or pay for deliveries or services not specified in the Order. Not even the acceptance of such deliveries shall entail any obligation for payment.

With regard to the delivery of installations and equipment, the required plans, assembly, maintenance and operating instructions, etc. shall be provided at the time of Order acknowledgement or, at the latest, of delivery. If reasonably possible, inscriptions, labels, plans, assembly, maintenance and operating instructions shall be written in German.

4. PACKING, LABELLING

Products that are subject to particular product regulations, such as the Austrian Ordinance on Chemicals, as amended, shall be classified, packed and labelled in due form. The packing material used shall comply with the requirements of the Austrian Packaging Ordinance ("VVO"), as amended.

Prices shall include packing costs. If, in exceptional cases, Purchaser pays for packing, these costs shall be stated separately, shall not exceed cost prices, and Supplier shall still be liable for the consequences of faulty packing.

In addition, Purchaser shall be entitled to return packing material and demand credit for it, if no preliminary license pursuant to VVO, as amended, has been issued for it. Without a VVO preliminary license, the tare weight of each packing material shall be stated. Purchaser shall not accept deposit payments.

Supplier is, at its own risk and cost, obliged to hand over any packaging material, transport aids, etc. and all delivery items or residues thereof which are waste after contractual use, to an authorized waste collecting or -handling company (authorized related to the collection or treatment of the waste type) for environmentally compatible recycling or disposal. Supplier shall indemnify purchaser in full against the violation. (see § 5 clauses 5a and 5b AWG 2002 in its version Austrian BGBl I 9/2011)

5. DELAYS

If a delivery (performance of a service) is delayed or in violation of the Contract, Purchaser shall be entitled to arrange for replacement deliveries (services) – without prejudice to Purchaser's other rights and all further claims.

6. TRANSFER OF RISK

Risk shall not pass to Purchaser before Supplier has made the delivery (performed the service) to Purchaser's authorised personnel and before Supplier has properly met all additional obligations, such as providing the required test certificates, operating and other instructions or assembling and starting up equipment, etc.

7. TRANSFER OF OWNERSHIP

Ownership of the delivery item shall pass to Purchaser upon delivery according to the agreed terms of delivery. Retentions of ownership of Supplier or its upstream suppliers shall be invalid.

8. WARRANTY, GUARANTEE

The legal warranty regulations shall apply. Upon replacement or repair of individual parts, the guarantee or warranty period for these parts shall start anew. Deliveries and services shall comply with all general and particular standards valid in Austria, for instance pertaining to employee protection and safety technology, and with the accepted rules of science and technology.

Unless agreed otherwise, the guarantee or warranty period shall end 36 months after acceptance of a delivery/service.

Purchaser may choose whether Supplier shall either promptly remedy any deficiencies at Supplier's own cost free utilisation site or provide a new delivery or service without deficiencies. In cases of particular urgency, for instance to prevent the Purchaser from being delayed itself, or if Supplier defaults deficiency remedies, Purchaser shall be entitled to arrange for replacement deliveries at Supplier's own cost or for a different supplier to remedy a deficiency. Supplier shall be obliged to fully reimburse replacement expenses, even if they exceed the cost that would have accrued had Supplier remedied the deficiency.

9. LIABILITY

The statutory liability regulations shall apply.

10. GENERAL LIABILITY INSURANCE

The Supplier shall be bound to have available a business- and product liability insurance, for covering his incurred statutory and contractual risk of liability, which is adequate in ratio to the contract volume and to the risks linked to the delivery or service. The minimum limit of liability must be one million Euro per claim. For all claims within one policy period, there must be at least five times the amount of the limit of liability stated before, available as insurance benefit. The Supplier has to provide evidence of the existing insurance on demand and readily available to the Purchaser, by presentation of corresponding insurance documents (insurance policy, insurance confirmation, payment confirmation). The insurance has to cover



damage to persons, damage to property and financial damage. The assessment of sufficiency of the insurance to cover the risks related to the contract, is incumbent upon the Purchaser only.

11. FIRE PROTECTION, ENVIRONMENTAL PROTECTION, OCCUPATIONAL SAFETY

Where the contractual relation requires Supplier to perform work or make deliveries on Purchaser's premises, Supplier shall be obliged to keep infringements to a minimum and to comply with Purchaser's internal safety and environmental regulations. If these regulations have not yet been received, Supplier shall promptly request them.

12. INDUSTRIAL PROPERTY RIGHTS, INVENTIONS

Purchaser shall hold the exclusive right to utilise at its convenience the agreed product and all pertinent work results.

If work on the agreed product yields a patentable or licensable invention, Supplier shall be obliged to promptly inform Purchaser and to transfer the rights of exploitation to Purchaser.

The agreed price shall include the acquisition of all legal industrial property rights, in particular of licenses and patents, to the extent that allows Purchaser to freely utilise and resell the delivery item.

Supplier shall, at its own cost, acquire any licenses necessary for fulfilling the Order. With regard to the ordered delivery or service, Supplier shall indemnify Purchaser in full against the violation of third parties' industrial property rights.

13. PRICES, TERMS OF PAYMENT

All prices shall be fixed prices including all additional services, expenses and duties and excluding VAT. For invoicing purposes, the weight determined by Purchaser's calibrated plant scales shall be relevant.

Unless otherwise specified on the Order, the following terms of payment shall apply: 3% discount at payment within 14 days or net payment within 30 days.

The periods of payment shall be calculated as of the day of orderly invoice reception and fulfilment of all obligations and subsidiary duties pertinent to delivery.

Purchaser may meet its financial obligation via telebanking, bank transfer, in cash, by cheque or bill of exchange. The time limit for payment shall be met if the transfer instruction, cheque or bill of exchange has been sent to the bank by mail or by means of telecommunication within the payment period.

Payment shall not signify acceptance of the adequacy of a delivery/service or a waiving of Purchaser's right of fulfilment, warranty, damages, contract penalties, liability, etc.

Purchaser shall be entitled to refrain from paying at all times, if Supplier does not meet its obligations or does not remedy deficiencies. Withheld payments shall not entitle Supplier to interrupt or terminate the fulfilment of an Order.

Purchaser shall be entitled to offset claims against due payments from other Orders.

14. CORRESPONDENCE, INVOICING

All documents shall state Purchaser's Order number. Documents and invoices shall be addressed to the invoicing address stated on the Order.

Purchaser shall be entitled to return invoices that do not meet the requirements or agreements unattended. Payment of such invoices shall not fall due before their correction. Payment shall only fall due upon receipt of the corrected invoice.

Presentation of the final invoice shall signify that Supplier has put forward all claims from the transaction concerned and will not put forward further claims.

15. SECRECY, DATA PROTECTION

Supplier shall be bound to secrecy with regard to all information obtained in fulfilling the Order, unless Purchaser in writing frees Supplier entirely or partly of this obligation.

Supplier shall be bound to transfer this obligation to maintain secrecy to all other persons commissioned by Supplier in the course of Order fulfilment. Supplier shall be liable for any damage resulting from the failure to transfer this obligation.



Supplier consents to the transmission of personal data from this business transaction to Purchaser's affiliated companies.

16. PLACE OF FULFILLMENT AND JURISDICTION, GOVERNING LAW

Place of fulfilment shall be the delivery address or the place where a service is to be performed.

The place of jurisdiction for both parties shall be the court competent for Purchaser's headquarters in Vienna.

Austrian substantive law – with the exception of those Austrian legal requirements that refer to the scope of a different legal system – shall exclusively be applicable to the Order and all legal transactions resulting from it.

17. CE-LABELLING

Supplier shall be obliged to use the respective CE labelling and to make a declaration of CE conformity for all deliveries within an Order.

18. SUBCONTRACTING

If Supplier, in the course of Order fulfilment, hires employees or makes contracts for work, Supplier shall have the role of employer or contract for work customer, shall conclude these employment contracts or contracts for work in its own name and on its own account and shall bear the resulting responsibilities. All subcontracts for work within an Order, however, shall require Purchaser's consent. Supplier shall be liable, in the same scope as for its own faults, for any faults of all persons commissioned by Supplier in the course of Contract fulfilment.

19. REACH

The Supplier commits to treat the products produced by the Purchaser in the European Union or the products imported by the Purchaser into the European Union, according to the regulation on chemicals (EG) No. 1907/2006 of the European Parliament and the European Council dated December 18th 2006, and states to be aware of the aforementioned regulation and to comply with it. The Supplier will compensate the Purchaser for all damages which result from the Supplier's noncompliance to these regulations.

Vienna, March 2011

Lafarge Zementwerke GmbH