



Cement Ożarów
A CRH COMPANY

GENERAL TERMS AND CONDITIONS FOR DELIVERIES

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1. Cement Ożarów S.A. ("Supplier") organises and executes deliveries using:
 - Road transport:
 - bulk cement – delivered by cement trucks,
 - palletised bagged cement – delivered by semi-trailer trucks;
 - Rail transport:
 - bulk cement – delivered on cement wagons,
 - bagged cement on pallets – delivered on railway platforms.
2. The Supplier decides about the means of transport, the haulier and the method of loading for the deliveries carried out by transport organised by the Supplier.
3. Cement deliveries arranged by the Supplier (both in bulk and palletised) are carried out based on the orders made by the client (the "Customer"):
 - In the Customer Portal of the Supplier, except for orders for deliveries by rail
 or
 - By phone and/or e-mail to the addresses each time provided by the Supplier or at the haulier indicated by the Supplier.

Notification of refusal to execute the order takes place not later than between 4.00 p.m. and 6.00 p.m., on the working day preceding the day of delivery. The refusal to execute the order by the Supplier shall not give rise to any claims on the part of the Customer, in particular, for loss or lost profits.

7. Orders and truck deliveries:
 - a) Bulk cement/Reymix bulk:
 - Orders for a particular day should be placed not later than 12.00 a.m. on the working day preceding the day of delivery, subject to the provisions as set out below.
 - Orders for Monday should be placed not later than the preceding Friday by 12.00 a.m., and if Friday is a public holiday – on the nearest working day preceding this Friday.
 - Orders placed after 12.00 a.m. shall be executed provided that the possibility of their execution is confirmed by the Supplier (Customer Service Department) or by a haulier indicated by the Supplier.
 - Weekly orders, i.e. for the following week, shall be placed on Friday of the preceding week, not later than 12.00 a.m., and if Friday is a public holiday –



4. Placing an order by the Customer as in point 3 above does not constitute a guarantee of delivery.
5. Before proceeding with deliveries, the Customer is obliged to send a framework schedule to the Supplier to the e-mail address: zlecenialogistyka@ozarow.com.pl, specifying the volume of deliveries in a monthly, weekly and daily arrangement with the specification of the maximum number of daily deliveries. Increasing the daily deliveries requires prior confirmation of the Supplier's ability to carry them out.
6. The Supplier is not obliged to confirm orders subject to points (h) and (i) below. The absence of a refusal to execute the order means the acceptance of the order.
 - a) Bulk cement:
 - the nearest working day preceding this Friday.
 - b) Palletised bagged cement:
 - Orders are executed within two working days not counting the day of placing the order
 - or
 - On a date indicated by the Customer.
 - c) In the case of orders placed after a public holiday, the order must be placed not later than by 12.00 a.m. on the last working day preceding the holiday.
 - d) Orders shall be made in the form referred to in point 3 above and should include the following information:
 - The type of cement ordered

- The place of delivery and the number of the Customer, (SAP number – information available from the Regional Sales Coordinator)
 - Delivery date and time
 - Number of trucks and/or pallets
- e) The Customer can cancel the order until 5.00 p.m. on the last working day before the day of delivery.
 - f) Should the above-mentioned deadline not be met, the Customer shall reimburse the Supplier all costs related to the cancellation of the order – according to the Price List of Additional Charges by the Supplier.
 - g) Deliveries shall be made on working days from Monday to Friday inclusive.
 - h) When transport by trucks is not allowed, based on generally applicable law, in particular the provisions of the Regulation of the Minister of Transport of 31 July 2007 on periodic traffic restrictions and the prohibition of the traffic of certain types of vehicles on the roads (Journal of Laws No. 147, item 783 as amended 2021, item 839), the deliveries shall not be carried out.
 - i) The Supplier allows the possibility to agree on deliveries also on those days and times when transport by trucks is forbidden, provided that the Customer obtains a relevant administrative permit and submits it to the Supplier at least one working day before the day of such delivery and the Supplier agrees to such delivery. In such cases, the provisions of point 6 shall not apply.
 - j) Deliveries on Saturdays shall be made based on separate orders and must be agreed with the Supplier each time. In such a case, the Supplier reserves the right to introduce additional charges – according to the Price List of Additional Charges by the Supplier – of which the Customer shall be informed before the delivery in any form. The Supplier shall not be responsible for the impossibility to execute deliveries on Saturdays.
8. Orders and rail deliveries:
 - a) The Supplier undertakes to execute rail deliveries based on orders placed to the Supplier by e-mail.
 - b) The order should be placed at least 5 working days before the delivery date, not including the day of placing the order.
 - c) Should it be impossible to execute the delivery by the time stated in the order, the Supplier shall inform the Customer about it by refusing to make the delivery, which shall not give rise to any claims on the part of the Customer, in particular for the loss or lost profit.
 - d) The order may be cancelled or changed by the Customer not later than 4 working days before the planned delivery date and it should be made also by e-mail.
 9. Unloading bulk and palletised bagged cement deliveries by road transport:

- a) The Customer is obliged to unload the delivered cement within 2 hours, counting from the time of delivery to the place indicated by the Customer.
- b) Should the Customer fail to meet the deadline specified above, the Supplier may charge the Customer with an additional fee for each commenced hour of truck downtime longer than 2 (two) hours counting from the time of delivery to the place indicated by the Customer until the time of finishing



- c) the unloading, which means from the third hour after the delivery time – according to the Price List of Additional Charges by the Supplier.
- c) The confirmed time of finishing the unloading constitutes the basis for the calculation of the costs listed in line with letters (a) and (b) above.
 - In the case of deliveries documented by a paper delivery note (without the Track and Trace application – “TnT app”), the precise time (hour and minute) of finishing the unloading should be confirmed by the driver and an authorised representative of the Customer.
 - Should the Customer’s representative refuse to confirm the exact time of finishing the unloading on the delivery note, the driver’s note confirming the exact unloading time shall be binding.
 - In the case of deliveries documented by an electronic delivery note (“e-DN”) using the TnT app, the confirmation of the exact unloading finishing time is done based on the e-DN data.
 - The settlement method provided for in this point 9 shall apply on the condition that the delivery time is met by the haulier.
- d) After the expiry of the 2 hours from the exact delivery time, the Supplier also reserves the right to redirect the truck which has not been unloaded in 2 hours, counting from the exact delivery time to another Customer. The original Customer shall not be entitled to any claims (legal or financial) on this account, in particular for loss or lost profit. In the case of redirecting the truck during first 3 hours counted from the exact delivery time, the Supplier shall not charge the original Customer in line with point 9(b)-(c).

10. The Customer can collect cement from the Supplier's plants using their own transport. In such a case, the Customer shall ensure that:
 - a) The trucks of the Customer or used for transport to the order of the Customer:
 - Are in working order
 - Are adjusted to the loading equipment of the Supplier
 - Are driven by persons qualified to do so with an appropriate category and validity of the driving licence
 - Have all documents required by law, including third-party liability insurance, a registration certificate with valid technical inspection, as well as a valid report of the inspection and a Transport Technical Supervision in the case of loose material tankers with a maximum permissible operating pressure of 2 bars
 - In the case of vehicles with a cranes they have appropriate documents issued by the Office of Technical Inspection (the so-called inspection log book) proving the efficiency of the cranes and are qualified to operate a truck crane of up to 10 t
 - The vehicles are equipped with:
 - Audible reversing signal
 - Speakerphone/headset for the driver,
 - Class VI convex mirror making it possible to see pedestrians (so-called "Cyclops")
 - Sound alarm warning the driver that the hand-brake has not been applied when the cab door is opened, side protective barriers between the axles of vehicles/trailers and markings for pedestrians/cyclists placed on these barriers
 - b) Drivers meet the occupational health and safety requirements of the Supplier, which means they need to be equipped with the following personal protective equipment:
 - Protective helmet
 - Safety footwear with a toecap
 - Safety goggles for general use; when handling bulk materials under pressure (cement, ashes, others), full protective goggles are mandatory
 - Protective clothing with increased visibility, which should comply with the EN 20471 standard
 - Moreover, drivers are required to:
 - Observe road signs or other markings adequate to the specific nature of the plant of the Supplier, as well as follow the directions of the representatives of the Supplier (including the authorised persons).
 - Drive with dipped lights on all day and wear seat belts,
 - Observe permitted speed limits,
 - Follow the instructions of the employees of the Supplier which have an impact on safe operation during loading works,
 - Put up protective barriers during works on cement semi-trailers.
- Follow occupational health, safety and fire protection regulations and rules applicable on the premises of the plants of the Supplier.
- Strictly comply with the requirement to remain sober.
11. The Customer hereby declares that in the case of collecting the order using their own transport, both the Customer and/or a third party acting on their behalf shall meet all the legal requirements associated with the occupational health and safety requirements, in particular, they shall only allow persons who have a valid medical examination as required by law to work on the delivery.
12. The Customer is obliged to meet the safety requirements during the unloading of the products of the Supplier at the Customer's location, as in points 12-16 below. Within the limits provided for by generally applicable law, the Supplier reserves the right to audit the place of unloading the delivery, with regard to health and safety regulations, in the presence of a representative of the Customer and to withhold the unloading/delivery if it can not be performed safely.
13. In the case of a reasonable suspicion of the Supplier of possible infringement, incompleteness, untruthfulness, obsolescence of data and/or elements mentioned in points 10-12, the Supplier can refuse to collect cement from the Supplier's plants using their own transport. Should the data and/or elements mentioned in points 10-12 prove to be incomplete, untruthful or obsolete, the Supplier shall not be liable in any way for this. The occurrence of the events mentioned in point 13 shall not give rise to any claim on the part of the Customer, in particular for loss or lost profit, as well as on account of any penalties, including administrative penalties, fines imposed on the Customer and/or a third party by the authorised body. The Customer shall indemnify the Supplier on this account to the fullest extent possible.
14. For deliveries of bulk and palletised products, the Customer shall be obliged to ensure the following conditions for safe unloading:
 - a) Paved access for trucks with the possibility of turning,
 - b) A safe unloading zone (approx. 5 m) where no objects or materials, machines or equipment may be located,
 - c) If it is necessary to reverse – an authorised and trained person must be provided to assist with it,
 - d) In the case of unloading cement at night or with poor visibility, appropriate lighting of the yard,
 - e) In winter, access route clear of snow at the Customer's premises,
 - f) Moreover, in the case of bulk deliveries – functioning couplings at the spreading machine/silo to which the goods are unloaded (nozzles, seals) and a driveway to make it possible to safely access the silo for unloading,
 - g) At the place of unloading: the presence of a person authorised to receive and confirm the delivery.

- This person should verify the compliance of the type of cement ordered by the Customer and documented in line with the delivery note or e-DN and direct the driver to the place/silo for unloading,
- h) Proper storage of cement under conditions which protect it from adverse effects of atmospheric or other factors, in particular contamination, moisture, flooding.
15. Furthermore, in the case of bulk deliveries, the Customer is obliged to meet the requirements for silos:
- Base the silos on a solid foundation.
 - Ensure that the distance from the truck prepared for unloading to the connection on the silo does not exceed 7 m. Should the distance between the connection and the truck be greater than 7 m, the Customer shall provide air free of moisture and at a pressure sufficient for unloading, which is not more than 2 bars, sufficiently long hoses and a STORTZ C-type quick-release coupling.
 - Ensure appropriate marking on the silos (type of cement, maximum capacity of the silo, name of the Customer's company – if the silos belong to different companies on the unloading yard).
 - Equip cement silos with at least safety valve, filling level control, filling warning signal.
 - Use chains to hold the filters.
 - Ensure the presence of a person responsible for indicating a place for connecting an unloading hose to the silo.
16. Should the Customer's location not meet health and safety requirements included in points 14(a)-(h) and 15(a)-(f) above, the Customer shall declare the time to complete the deficiencies/remedy the irregularities. Once the irregularities are remedied, the Customer is obliged to notify the Supplier about it in writing or by e-mail.
- Where possible, the Supplier shall offer know-how support based on the best practice in this scope.
17. Moreover, in the case of an incident that may endanger the safety or life of an employee of the Supplier or an employee of an external representative carrying out the transport on behalf of the Supplier, the so-called Potentially Serious Incident (PSI), the Customer agrees for a visit of a team of the Supplier to the place of unloading to analyse and assess the incident.
18. Handing over and confirming the delivery:
- Bulk cement deliveries from the Supplier's plant in Karsy are carried out by drivers using the TnT app:
 - Before starting the deliveries, the Customer and/or the entity authorised by them indicates the persons authorised to accept the deliveries on their behalf to the Regional Sales Coordinator (full name, phone number). Such data shall be entered into the ERP system of the Supplier.
 - The driver shall confirm in the TnT app the delivery acceptance by the Customer with the participation of the person authorised to accept deliveries on behalf of the Customer.
 - Failure to confirm the data of the person authorised to accept the delivery is equivalent to the delivery confirmation.
 - Should the person authorised to accept the delivery be not indicated or not present at the unloading site, it is assumed that the person authorised to accept the delivery is the person claiming to be authorised to accept and confirm the delivery.
 - Once the driver confirms the delivery is confirmed by the Customer, e-DN is available in the Customer Portal and sent to the e-mail address indicated by the Customer.
 - Palletised and bulk cement deliveries from other locations of the Supplier: Białystok, Gdańsk, Olsztyn, Łódź, Rejowiec Fabryczny are carried out without the use of TnT app and in the above case, the Customer is obliged to confirm the delivery acceptance with a legible signature on the delivery note (a paper version).
19. The permissible total weight (PTW) of trucks leaving any Supplier's plant after loading must not exceed 40 t. For this purpose, the following solutions have been implemented at the Karsy plant: truck scales check the PTW automatically, in the Rejowiec plant and in other locations of the Supplier, an employee of the Supplier or a person acting on their behalf, who executes and supervises the loading, is obliged to unload part of the loaded goods, weigh again and after establishing that the PTW does not exceed 40 t, issue a delivery note.

PRICE LIST OF ADDITIONAL CHARGES BY CEMENT OŻARÓW S.A.

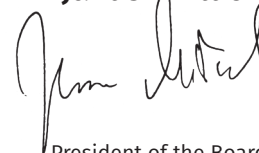
Additional charge	Amount of the charge	Notes
1. Express delivery – same-day delivery order (the order and delivery on the same day)	300 PLN	The charge can be set individually, depending on the situation. The possibility to execute such delivery is confirmed by Customer Service Department of the Supplier
2. Unloading waiting time > 2h	200 PLN	In the case of delivery to a silo – the charge for each commenced hour, over 2 hours, counted from the delivery time given in the order.
3. Unloading waiting time > 2h	300 PLN	In the case of delivery to a spreading machine (stabilisation) – the charge for each commenced hour, over 2 hours, counted from the delivery time given in the order.
4. Delivery cancellation calculated in relation to the time of delivery stated in the order	400 PLN	If the delivery is cancelled after 5.00 p.m.: a) on a working day preceding the day of delivery, if there is < 24h before the delivery time; b) on Friday for orders for Monday; c) on the last working day for orders for the first working day after a public holiday. The charge can be set individually, depending on the situation.
5. Refusal to accept the delivery (delivery on the site) – return of the truck to the base	total freight cost	If it is impossible to redirect the delivery to another place of unloading.
6. Refusal to accept the delivery (the truck on the site or on the way) – redirection to another place of unloading	400 PLN	The charge can be set individually, depending on the situation.
7. Deliveries on Saturdays/Sundays/Holidays and days when transport by trucks is not allowed	500 PLN	The charge can be set individually, depending on the situation. The possibility to execute such delivery is confirmed by Customer Service Department of the Supplier. Appropriate authorisation required – if driving during traffic restrictions and bans.
8. Delivery to a spreading machine (stabilisation)	8 PLN/t	fixed charge
9. Delivery to more than 1 place of unloading (bagged cement)	200 PLN	For each additional place of unloading. The charge can be set individually, depending on the situation. The possibility to execute such delivery is confirmed by Customer Service Department of the Supplier.

Grzegorz Kusina



Member of the Board,
Commercial Director

Janusz Miłuch



President of the Board,
Managing Director



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