

1. General

1.1 Scope of application

- a. The General Conditions of Purchase (GCP) regulate the conclusion, content and processing of contracts for the procurement of goods and the use of services from JURA-Holding AG or one of the subsidiary companies it controls (hereinafter referred to as JURA Materials).
- b. The GCP apply to the procurement of all goods as well as services ordered from JURA Materials, provided nothing to the contrary has been explicitly agreed in writing.
- c. The general conditions of business for suppliers only apply insofar as they are expressly recognised in writing by JURA Materials. Non-disclosure by JURA Materials cannot be interpreted as agreement or recognition. The same applies to the tacit acceptance of goods or services.
- d. These GCP are accepted by the supplier with the acceptance or execution of the order.
- e. Modifications and additions must be confirmed by JURA Materials in writing to be valid.

1.2 Validity of offers and conclusion of purchase contracts

- a. All offers submitted by suppliers remain irrevocably valid for 60 days after being received by JURA Materials, unless the parties have agreed to a different validity period in writing. In the event of calls for tender, the term begins with the receipt date of the adjusted tender submission.
- b. Offers / tenders are accepted legally by JURA Materials with the submission of a relevant order document. An e-mail is valid as a written format.

2. Social responsibility of the company

- 2.1 The supplier adheres to all laws for the protection of human rights, health, safety and the environment, as well as anti-bribery and anti-corruption laws (including and if applicable, the relevant national laws in Great Britain ("UK Bribery Act") and the USA ("US Foreign Corrupt Practices Act").
- 2.2 The supplier complies strictly with the CRH Code of Conduct for suppliers, which can be called up at: juramaterials.ch (search term: code of conduct). This requires suppliers in particular:
 - a. to support, respect and protect human rights in their area of influence;
 - b. respecting freedom of association and to effectively recognise the right of all those involved to negotiate fees;
 - c. to observe all kinds of forced labour and child labour regulations;
 - d. to the principle of equality in the employment and selection of all staff;
 - e. to adhere to all applicable employment protection laws as a minimum requirement, and to accept commitment to continuous improvement with regard to best practice in the industry;
 - f. as a minimum requirement, to comply with all applicable environmental protection laws and to proactively meet challenges in the field of environmental protection;
 - g. to respect anti-bribery and anti-corruption laws for all business relationships with JURA Materials.

3. Safety precautions

- 3.1 The supplier is obliged to uphold the relevant safety provisions, particularly for on-site work, as well as the specific safety regulations of JURA Materials. The company ensures that its employees observe the safety provisions in force and comply with them at all times.

4. Energy efficiency

- 4.1 The supplier ensures the upholding of standards for energy efficiency according to ISO 50001.

5. Prices and delivery

- 5.1 The price for goods and services is specified with the order. Provided nothing is agreed to the contrary, this is understood to be net of VAT.
- 5.2 The price covers all services required to fulfil the contract. What is primarily covered in the price is all ancillary costs such as expenses, social benefits and other indemnities such as sickness, invalidity and death as well as all public levies. The agreed remuneration is not adapted for price increases. Moreover, JURA Materials does not bear any costs arising inasmuch as these have not been specified in writing in advance.

- 5.3 The delivery of goods at the specified site is carried out duty-free by suppliers according to Incoterms 2010 DDP (delivered duty paid), unless nothing else has been agreed in writing between the parties.
- 5.4 The supplier is in default if the delivery schedule in the order is not upheld. If the supplier defaults, they must pay a contractual penalty of 1% of the full amount, but no more than 10% of the total amount. If the losses suffered exceed the amount of the contractual penalty, JURA Materials is therefore entitled to demand the additional amount.

6. Invoicing and payment

- 6.1 The supplier provides JURA Materials with a detailed monthly invoice for the goods and/or services provided according to the relevant order, unless nothing has been agreed to the contrary.
- 6.2 JURA Materials pays an invoice against correct billing within the terms specified in the order, which begins on the day following receipt of the invoice
- 6.3 JURA Materials is entitled to reject payments in full or part if goods and/or services are undergoing a complaints procedure.
- 6.4 JURA Materials may offset amounts that the supplier owes them for other reasons with counterclaims which are due.

7. Ownership and risk transfer

- 7.1 The ownership of goods is transferred to JURA Materials with delivery and unloading of the goods at the delivery address specified in the relevant order at the latest. If the supplier has already been paid prior to delivery of the goods, ownership is transferred to JURA Materials or the company associated with them at the time of payment. The supplier allocates ownership of the goods to JURA Materials directly after receipt of such a payment and keeps them separate from all other goods which they own. They mark the goods clearly as the property of JURA Materials.
- 7.2 The transfer of ownership from the supplier to JURA Materials occurs irrespective of the right of JURA Materials to reject the goods, unless they do not correspond with the relevant order and/or the specifications agreed.
- 7.3 All materials provided to the supplier by JURA Materials remain the property of JURA Materials. The supplier marks them accordingly and keeps them separate so that they are recognised by third parties.
- 7.4 Unless JURA Materials does not agree anything to the contrary in writing in advance, in principle the supplier may only use the materials mentioned exclusively for themselves, and authorise their use by third parties, or permit third parties to use them to ensure delivery or to carry out the work of JURA Materials.
- 7.5 The supplier bears the risk of loss, theft and/or damage to goods up to their handover to JURA Materials.

8. Transfer and subcontractors

- 8.1 Each order is issued personally to the supplier. Unless otherwise agreed in writing in advance, they are obliged to perform it personally and may not assign, pledge, charge or sell any rights to an order for JURA Materials, or subcontract or outsource their obligations in the context of an order.
The supplier remains fully responsible for all goods and/or services supplied by a subcontractor.
- 8.2 JURA Materials may transfer a claim to which it is entitled to any affiliated company without the consent of the supplier. This assignment must be notified to the supplier.

9. Guarantee

- 9.1 The supplier guarantees that the goods and/or services provided correspond to the assumed and agreed characteristics and, in particular, meet the specifications, the current state of the art and all applicable provisions, and have no physical or legal defects that impair their value or suitability for the intended use.

- 9.2 The guarantee and warranty period is 24 months from receipt/approval of the goods or services, unless the supplier has assumed a longer guarantee and warranty period. We reserve the right to (longer) liability for hidden defects. During the guarantee and warranty period, JURA Materials may report defects of all kinds at any time. If JURA Materials is of the opinion that the goods and/or services provided do not correspond to the order or are otherwise defective, it shall complain about the goods or services to the supplier. JURA Materials then has the choice of requesting repair free of charge, making a deduction from the price corresponding to the reduced value, demanding a replacement delivery or withdrawing from the contract. In all cases, the right to claim damages is reserved.
- 9.3 If a defect is not remedied in good time despite a complaint and setting a reasonable deadline, JURA Materials shall be entitled to make a replacement at the Supplier's expense if it has warned the supplier in writing in advance. In the event of urgency, JURA Materials may, by way of exception, also make a replacement without setting a prior deadline at the expense of the supplier, if imminent damage can be averted or minimised by remedying the defect immediately.
- 9.4 The supplier is liable for all costs and activities associated with the remedying of defects.
- 9.5 The supplier guarantees the delivery of spare parts for a period of 15 years from the date of delivery or provision of the service. JURA Materials must be notified in good time of any premature cessation of the production of spare parts by the supplier or in turn, their supplier so that a final order can be placed in sufficient quantities. Otherwise, JURA Materials shall be entitled to procure the spare parts in another way or to have them manufactured at the supplier's expense.

10. Declaration of conformity

- 10.1 The supplier confirms that the goods delivered by them comply with the legal requirements in all respects (e.g. in accordance with the Federal Act on the Safety of Technical Equipment and Devices [STEG]). It shall be committed to submitting the relevant declarations of conformity. In the event of contravention, claims for damages are expressly reserved.

11. Insurance

- 11.1 The supplier shall take out and maintain appropriate insurance with a well-known insurance company. The insurance in question must cover the risks of providing the goods and/or services in accordance with the respective orders and must include, inter alia, liability insurance, labour liability insurance and product liability insurance. If JURA Materials so requests, the supplier shall provide it with proof of the corresponding insurance cover.

12. Confidentiality and intellectual property

- 12.1 The contract parties shall treat as confidential all facts which are neither obvious nor generally accessible. Confidentiality must be maintained even before the conclusion of the contract and shall remain in force after termination of the contractual relationship. If the supplier intends to advertise or publish elements of this contractual relationship, they must obtain the prior written consent of JURA Materials.
- 12.2 The Supplier shall not disclose to third parties any data, information, intellectual property or expertise that it receives from JURA Materials in the course of providing the goods and/or services.

13. Ranking

- 13.1 First and foremost, the specific contract applies, then these GCP and, after that, the provisions of the Swiss Code of Obligations. In the event of written acceptance of the supplier's general terms and conditions, these GCP shall take precedence over those of the supplier in the event of contradictions in any case.

14. Applicable law / jurisdiction

- 14.1 Only substantive Swiss law shall apply. The application of the United Nations Convention on the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) is expressly excluded.
- 14.2 The place of jurisdiction and of enforcement, the latter only for providers with foreign residence, is the domicile of JURA Materials. However, JURA Material also has the right to prosecute the supplier before the responsible court of jurisdiction or at any other responsible court.

DATA PROTECTION DECLARATION FOR CUSTOMER DATA AND SUPPLIER DATA (Appendix: General Conditions of Purchase - GCP)

This data protection declaration is an integral part of the GCP.

1. Personal data

JURA Materials upholds its responsibilities when dealing with personal data. This data protection policy sets out how personal data is processed, including the procedures for collecting, using, transferring, disclosing and otherwise handling and processing personal data.

2. Overview of the types of personal data collected

Personal data includes surnames, first names, contact details and other personal information, the processing of which is necessary in the following cases: (a) the processing is required for the performance of the contract; (b) the processing is permitted or required by applicable law; or (c) the processing is permitted with the consent of the data subjects for branding purposes such as newsletters and advertising. A revocation of consent can be made at any time; (d) when opening a customer account with payment on account, CRH is authorised to obtain up-to-date debt enforcement information at any time and, if necessary, from credit agencies (such as the Swiss Creditreform Association) to obtain information relevant to creditworthiness.

3. Security of personal data

JURA Materials has taken appropriate legal, organisational and technical measures to protect data. In addition, if a third party is commissioned, the third party must meet the following requirements: (a) take appropriate measures to protect the confidentiality and security of personal data; and (b) process the personal data in compliance with the applicable legal requirements.

4. Disclosure and transmission of personal data

For the performance of their duties, CRH employees / agents etc. have access to "business contact information", such as surname, first name, position, telephone number, work address and e-mail address. In addition to the "business information", the access, use and any other processing of personal data are generally reserved only for other authorised persons, for example, staff in the areas of IT, legal and compliance, finance and internal audit.

From time to time, personal data may be made available to other entities within CRH and other parties, such as court and supervisory authorities, external specialist consultants (e.g. lawyers, auditors, etc.) and service providers (for example, for logistics services, IT systems and support, as well as other third parties who support CRH in the performance of their business activities). It may be necessary to transfer personal data to countries outside Switzerland and the European Economic Area. In this case, JURA Materials ensures that the data is processed in accordance with the statutory provisions and that a corresponding level of data protection is thus maintained.

5. Rights of persons affected

With regard to the processing of personal data, the people affected have certain rights, including the right:

- (a) to access, modify, update, restrict, delete or object to the use of your personal data;
- (b) to request information on the basis on which your personal data is processed, and/or;
- (c) to withdraw your consent to the processing of the same in these circumstances if the processing of your personal data is based on your consent.

Under applicable law, certain personal data or specific uses thereof may be exempt from these rights.

To exercise any of the above rights, data subjects may get in touch with their local contact person. They may obtain the necessary support there or send an enquiry: datenschutz@juramaterials.ch.