



General Terms and Conditions of Purchase (2024)

1. General, scope of application

1.1 These Terms and Conditions of Purchase apply to all deliveries and other services (hereinafter: deliveries) of the supplier to the German locations of the James Hardie Group, in particular the locations of James Hardie Europe Holdings GmbH, James Hardie Europe GmbH, Fermacell Schraplau GmbH and James Hardie Fiber Cement Europe GmbH.

1.2 We shall only recognise terms and conditions of the supplier that deviate from these Terms and Conditions of Purchase if we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

1.3 Deviations from the provisions of these Terms and Conditions of Purchase must be made in writing; this also applies to the cancellation of the written form requirement. However, the parties are free to make subsequent deviating agreements.

1.4 Our terms and conditions of purchase only apply to traders (in accordance with § 14 German Civil Code (BGB)).

2. Offer, order, offer documents

2.1 If the supplier prepares an offer on the basis of an enquiry from us, it must adhere exactly to the specifications in the enquiry in every respect, in particular with regard to quantity and quality; it must expressly and clearly point out any deviations. Alternative offers are welcome as long as they are free of charge and non-binding for us; however, they must be clearly labelled as such and they must show in detail what the deviation from the information in our enquiry consists of; otherwise we may assume that the alternative offer also fully corresponds to our enquiry.

2.2 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents provided by us for the purpose of the enquiry; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after or in the absence of completion of the order, they are to be returned to us unsolicited and free of charge.

2.3 Our orders are only binding if we place them in writing. If they are expressly labelled as purely mechanical, they do not require a signature.

2.4 Even if not expressly stated by us, the deliveries offered must always comply with the legal provisions and other, in particular technical standards and health and safety regulations applicable at the time and place of first use known to the supplier (otherwise at the place of delivery at the time of delivery). The deliveries must also be complete in this respect.

2.5 The supplier can only accept an order in writing. For this purpose, an order confirmation must be sent to the customer within a maximum of five working days. If the supplier accepts our order later than five working days from the date of our order, we shall be entitled to reject his acceptance.

3. Prices, invoicing, terms of payment

3.1 The price stated in the order is binding. Prices are fixed prices unless expressly agreed otherwise. Unless otherwise agreed in writing, the price includes delivery "free domicile" including packaging. The return of packaging requires special agreement. No agreement to a higher price may be derived from the unconditional acceptance of the delivery.

3.2 The prices include everything that the supplier has to provide to fulfil its obligations at the place of performance. The statutory value added tax is not included in the price.

3.3 The supplier's claim for payment shall not become due until we have received a verifiable invoice.

3.4 Invoices must always be issued in accordance with the value added tax law pursuant to § 14 Value Added Tax Act (UStG). An invoice stating the invoice address must be issued for each delivery. The wording of invoices must correspond to our order designations and clearly state our order number, the exact

designation of the service and ordering department and the date of the order. Invoices may only be sent in electronic format (PDF) to the e-mail address invoice@jameshardie.com (see appendix for further information).

3.5 The supplier shall be responsible for all consequences arising from non-compliance with the supplier's obligations under clause 3.4 of this paragraph, unless it can prove that it is not responsible for them.

3.6 Unless otherwise agreed in writing, we shall pay the purchase price within 14 days with a 3% discount or net 45 days after delivery and receipt of invoice.

3.7 The payment period shall be calculated from the first working day after receipt of a proper invoice (clause 3.4) and receipt of the delivery by us. Payment shall be made in the next payment run following the due date using a means of payment of our choice.

3.8 We are entitled to set-off and retention rights to the extent permitted by law. Claims to rebates, discounts and other bonuses or payment benefits shall not be affected by the assertion of our rights.

3.9 In the event that we have made an advance payment, we shall be entitled at any time to demand an advance payment guarantee from a bank accepted by us and/or a transfer by way of security of the supplier's items to an appropriate extent, in particular the items ordered and in progress.

4. Delivery, acceptance, approval

4.1 The delivery time stated in the supplier's order confirmation is binding; in case of doubt, it is calculated from the order date.

4.2 Unless otherwise agreed in writing, the delivery shall be "free domicile". The transfer of risk therefore takes place when the service is rendered as intended.

4.3 The supplier must inform us immediately in writing as soon as it becomes aware or recognisable to it that the agreed delivery time cannot be met. It must inform us immediately of the new delivery date and explain the reasons for the delay.

4.4 In the event of a delay in delivery, we shall be entitled to the statutory claims, irrespective of any notification of delay. In particular, we are entitled to demand compensation for damages instead of delivery and cancellation of the contract after a reasonable period has expired without result. If we demand compensation, the supplier shall be responsible unless it can prove that it is not responsible for the delay.

4.5 Missing delivery documents, a delivery to a location other than the named location, incomplete or incorrect information on delivery can lead to internal delays for us. The supplier is responsible for all consequences of this unless it can prove that it is not responsible for them. In particular, the start of all deadlines that depend on the time of delivery shall be postponed by the time required for appropriate clarification and correction.

4.6 Early deliveries are only permitted in consultation with us. If a delivery is made prematurely, the delivery shall nevertheless only be deemed to have been delivered on the originally agreed first possible date for the calculation of all deadlines associated with the delivery date.

4.7 The supplier shall be responsible for adequate insurance of the transport; the costs of the insurance shall only be borne by us if this has been agreed separately.

4.8 The supplier shall be responsible for taking back the packaging; it shall bear the costs of disposal by a third party if such disposal has been agreed.

4.9 If the acceptance of services (in whole or in part) has been agreed, this shall only take place expressly and in writing.



5. Shipping

5.1 Letters, dispatch notes, invoices etc. must always state the department, letter reference, number and date of the order. All correspondence (letters, dispatch notes, invoices, etc.) must be separated according to order.

5.2 On the reverse side of a consignment note (the section of the express goods or accompanying postal address), the department, stamp, number and date of the order must also be noted. The consignment note address specified by the customer must be observed with the utmost accuracy.

5.3 In the case of general cargo, express goods and postal consignments, as well as groupage consignments, each item to be dispatched must be labelled with a sticker or attachment on which the department, stamp, number and date of the order must also be stated.

5.4 If carriage paid delivery has been agreed, the freight shall be paid by the sender at the station of departure.

5.5 The supplier shall be responsible for all consequences arising from non-compliance with the aforementioned obligations, unless it can prove that it is not responsible for them. This applies in particular, but not exclusively, to demurrage charges, special shunting costs and conversion costs; consignments that cannot be accepted for the above reasons shall be stored at the supplier's expense and risk until allocation is possible.

5.6 The commissioning of sub-suppliers or subcontractors is only permitted with prior consent. If the supplier commissions subcontractors, it must also obligate them accordingly; in addition, each subcontractor must indicate in all documents on whose behalf it is acting.

6. Inspection for defects – liability for defects

6.1 We are obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity; the notification of recognisable defects shall be deemed to have been made in good time if it is received by the supplier – within 10 working days of receipt of the goods, regardless of the form. This period shall be calculated from the receipt of the goods at our place of use notified or known to the supplier. § 377 German Commercial Code (HGB) does not apply to subsequent fulfilment.

Notification of hidden defects shall be deemed timely if it is received by the supplier – in whatever form – within 10 working days of discovery of the defect.

6.2 We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, rectify the defect or deliver a new item. We expressly reserve the right to claim damages, in particular damages in lieu of delivery.

6.3 We shall be entitled to remedy defects for which the supplier is responsible ourselves at the supplier's expense if it is no longer possible to inform the supplier of the defect and the resulting threat of damage due to particular urgency and to give the supplier the opportunity to remedy the defect within a short period of time.

6.4 If claims are asserted against us by third parties due to material defects or defects of title for which the supplier is responsible, the supplier shall be obliged to indemnify us against such claims. We are then not authorised to make any agreements with the third party without the supplier's consent, in particular to conclude a settlement.

The supplier's obligation to indemnify relates to all expenses reasonably incurred by us from or in connection with the claim by a third party, in particular reasonable costs of legal defence.

6.5 Unless otherwise agreed, the limitation period for claims due to material defects and defects of title shall be 36 months from the transfer of risk.

7. Product liability, indemnification, liability insurance cover

7.1 The supplier shall indemnify us on first demand against claims for damages by third parties if the product damage was caused in its area of responsibility and it is liable in relation to third parties.

7.2 Within the scope of this liability, the supplier is also obliged to reimburse any expenses arising from or in connection with a necessary recall action carried out by us. We shall inform the supplier of the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give them the opportunity to comment. Other statutory claims remain unaffected.

7.3 The supplier undertakes to maintain product liability insurance with an appropriate sum insured and to provide us with evidence of its existence at our request; further claims for damages shall remain unaffected.

8. Retention of title, provision of materials, tools

8.1 If we provide the supplier with parts, we reserve title to these. Processing or remodelling by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

8.2 If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.

8.3 If the security interests to which we are entitled exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged to release the security interests at our discretion at the supplier's request.

8.4 If the supplier has agreed a reservation of title in his favour with us, any processing of the goods handed over to us in our possession shall be carried out by us for ourselves.

9. Assignment, offsetting, retention by the supplier

9.1 The supplier may not transfer obligations or claims against us in whole or in part to a third party without our express written consent. If we give our consent, the supplier shall at least remain a joint and several debtor. The supplier must notify us immediately of any transfer of rights by law (and any change of name).



9.2 The supplier may only offset undisputed or legally established claims. It shall only be entitled to rights of retention arising from the same contractual relationship.

10. Termination

In the event of financial collapse, suspension of payments, imminent or actual insolvency, over-indebtedness, appointment of a provisional insolvency administrator, opening or rejection of insolvency proceedings or if we may otherwise have justified doubts about the creditworthiness of the supplier for good reason, we shall be entitled to terminate the contract in whole or in part. In this case, the supplier shall have no claim to remuneration for work not already performed in accordance with the contract.

11. Confidentiality

The supplier undertakes to treat all illustrations, drawings, calculations and other documents and information received as strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall also apply after the fulfilment of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known without any action on the part of the supplier. The supplier shall be liable for any damage caused to us by its breach of the confidentiality obligation. The amount of the damage shall at least correspond to the sum of all advantages gained by others than us through the receipt of the confidential information.

12. Data protection

The supplier undertakes to comply with all relevant data protection regulations and in particular the protection of personal data. In addition, the supplier shall ensure that its employees involved in the fulfilment of the supply relationship have been sufficiently informed of the need to maintain business and data secrecy.

The supplier undertakes to protect its systems in the required manner and to protect them against unauthorised or accidental destruction, accidental loss, technical faults, forgery, theft, unlawful use, unauthorised changes or other unauthorised processing.

13. Procurement of energy services

In accordance with DIN EN ISO 50001, we would like to point out that the evaluation of the procurement of energy services, products and facilities that have or may have an impact on the significant use of energy is partly based on energy-related performance. This means that energy efficiency is also a decision criterion for the James Hardie Group companies when it comes to procurement and ordering.

14. Supplier Code of Conduct

The supplier hereby undertakes to comply with and recognise all principles and regulations of the Supplier Code of Conduct in addition to the obligations arising from supply contracts with companies of the James Hardie Group or its affiliated companies.

The Supplier Code of Conduct can be viewed at <https://dam.jameshardie.com/?r=27224&k=d04b218a22>.

15. Supplier declarations and originating products

The supplier undertakes to issue us with long-term supplier's declarations for goods with preferential origin status in accordance with Regulation (EC) No. 1207/2001 and originating products on request. We shall provide the supplier with the relevant forms in good time. These must be completed carefully and in full by the supplier. Changes to the origin of the goods must be reported to us immediately.

16. Applicable law, place of jurisdiction, place of fulfilment, use of data

16.1 The contract shall be governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions, unless these are mandatory provisions that cannot be waived by a contractual agreement.

16.2 If the supplier is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the supplier at the court of his place of residence or business.

16.3 Unless otherwise stated in the order, our place of business shall be the place of fulfilment.

16.4 Data arising in connection with the business relationship shall be stored by us and may be passed on between companies affiliated with us. The supplier may only use a reference to the business relationship with us for advertising purposes if we have expressly agreed to this in writing in advance.