

PRODUCT SUPPLY AGREEMENT

This product supply agreement (the “**Contract**”) has been entered into on the date both Parties have signed this Contract as set out below (the “Effective Date”) by and between:

Norcem AS Reg. No. 934 949 145, a limited liability company incorporated under the laws of Norway (“**Buyer**”); and

[**NAME**], Reg. No. [number], a limited liability company incorporated under the laws of [Country] (“**Seller**”);

(each a “**Party**” and jointly as “**Parties**”, and also being referred to individually as a “**party**” and jointly as the “**parties**” in the General Conditions).

1. CONTRACTUAL DOCUMENTS

1.1 The Contract comprises the following documents:

1. This form of Contract;
2. HeidelbergCement’s Supplier Code of Conduct;
3. Specific Purchasing Instructions;
4. General Purchasing Conditions;
5. Technical specification;
6. Suppliers technical solution;
7. Prices and payment plan

1.2 For the avoidance of doubt, the General Conditions shall apply to this Contract and between the Parties with the amendments set forth in in this Contract. Consequently, all references to the Clauses of the General Conditions shall refer to such Clauses as amended by this Contract.

1.3 The contract documents are complementary and mutually explanatory of one another. In case of any conflict between information or provisions in the contract documents, they shall take precedence in the order listed above.

2. THE PRODUCTS

2.1 This contract concerns the delivery of a new transformer CO2 compressor (the “**Product**”) as described in the Technical Specification.

3. PAYMENT AND ADVANCE

- 3.1 The price for the Products is a fixed and lump-sum sum of [amount] (the “**purchase price**”) and includes any and all responsibilities of the Seller pursuant to this Contract.
- 3.2 The Seller shall invoice the Contract price after delivery of the Product to the Buyer.
- 3.3 Unless otherwise agreed, the Buyer shall pay the purchase price within forty-five (45) days from the receipt of an undisputed and properly issued invoice.

4. DELIVERY

- 4.1 The Products shall be delivered DDP (Incoterms 2020) at Setrevegen 2, 3950 Brevik, Norway, at the latest on [Date].
- 4.2 Title and ownership of the Products shall be transferred to the Buyer when the relevant Products have been delivered to the Buyer.

5. PRODUCT LIABILITY

The Seller shall hold the Buyer, its representatives, affiliates, agents and employees, and anyone using the Products, harmless from and against all consequences of all claims caused by death or personal injuries or damage to any property or any other losses caused by a defect in a Product, including damages caused to any property or products/equipment.

6. CONFIDENTIALITY

Each Party undertakes not to use or disclose any information of any medium including, without limitation, financial information, trade secrets, and other proprietary business information, concerning the Parties and/or any of their respective affiliates (“**Confidential Information**”) which it may from time to time receive or obtain (in any form) as a result of entering into or performing its obligations pursuant to this Contract or otherwise, relating to the other Party and which is not in the public domain (other than through breach of this provision) unless (i) required to do so to perform its obligations hereunder, (ii) required to do so by law or pursuant to any order of any court or other competent authority or tribunal; or (iii) such disclosure has been consented to by the other Party in writing.

7. ENTIRE AGREEMENT

All arrangements, commitments and undertakings in connection with the subject matter of the Contract (whether written or oral) made before the date of the Contract are superseded by the Contract and its appendices.

8. COMPLIANCE

All the Seller's work and activities in connection with this Contract shall be pursued in compliance with internationally recognized fundamental environmental, labour and social standards described in HeidelbergCement's Supplier Code of Conduct attached. The Seller assures that it will comply with HeidelbergCement's Supplier Code of Conduct in every respect.

9. APPLICABLE LAW. DISPUTES

- 9.1 This Contract shall be governed and interpreted in accordance with the substantive laws of Norway, without recourse to its conflict of law rules.
- 9.2 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.
- 9.3 The seat of the arbitration shall be Oslo, Norway and the language to be used in the arbitral proceedings shall be English, unless both Parties are Norwegian in which case it shall be Norwegian.

IN WITNESS WHEREOF, this Contract has been signed in two (2) originals, of which the Parties have received one each.

[NAME]

[NAME]

[Clarification of signature:]

[Clarification of signature:]