

Holcim UK Limited – Additional Terms of sale relating to the purchase of carbon offset credits

These Additional Terms relate only to the supply of carbon offset credits by the Company and apply in conjunction with the Standard Terms of Sale (“The Standard Terms”).

1. Definitions

In these Additional Terms:

“**Additional Terms**” means the terms and conditions set out in this document as amended from time to time and which supplement the terms of the Product Sale Agreement.

“**Agreement**” means the agreement between the Company and the Customer relating to the sale of Credits, incorporating these Additional Terms.

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

“**Carbon Offset Invoice**” means the invoice supplied by the Company to the Customer in respect of the purchase of Credits.

“**Certificate**” means the non-transferable certificate issued by the Company stating the amount of the CO2 reductions offset by the Customer’s purchase of Credits.

“**Company**” means Holcim UK Limited.

“**Customer**” means the person or firm who purchases the Credits from the Company.

“**Credits**” means the voluntary emission reduction credits purchased by the Customer, as purchased by the Company from the Provider.

“**Double Counting**” means a practice in the carbon offsetting industry whereby identical Credits may be traded more than once to different customers.

“**Gold Standard VCS**” means the rules specified by the Gold Standard for VERs accessible at www.goldstandard.org.

“**Order**” means the Customer’s order for the Credits, as set out in the Customer’s purchase order form.

“**Product Invoice**” means the invoice supplied by the Company to the Customer in respect of the underlying products purchased under the Product Sale Agreement.

“**Product Sale Agreement**” means the contract for the sale of ECOpact Zero between the Company and the Customer.

“**Provider**” means Circular Ecology Ltd as a company that invests in carbon reduction projects and provides carbon offsetting credits to the Company.

“**Registry**” means that specified by the Standard into which the Credits must be retired.

“**Retirement**” refers to carbon offset credits that are taken off the market by the Provider which can no longer be traded.

“Standard” means the standard for the measurement and recognition of Verified GHG Reductions created for voluntary use by corporations, organisations and individuals contained in Version 1 of the Voluntary Carbon Standard which was released on March 27, 2006 by the International Emissions Trading Association and The Climate Group. The Gold Standard VCS forms part of the Standard.

2. Basis of contract

- 2.1 These Additional Terms apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Credits in accordance with these Additional Terms.
- 2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Agreement shall come into existence.

3. Retirement of Credits

- 3.1 Following payment in respect of each purchase of Credits, the Company shall issue to the Customer a Certificate.
- 3.2 For the avoidance of doubt, the Certificate does not confirm carbon neutrality or anything other than the Retirement of the specified number of Credits purchased by the Customer.
- 3.3 The Company shall electronically send the Certificate to the Customer within 28 Business Days after payment of the Carbon Credit Invoice has been paid in full by the Customer.
- 3.4 The Company shall maintain a central registry to log all its sales of Credits to Customers and undertakes not to offset a Credit for more than one Customer or to sell a Credit to more than one Customer (“**Double Counting**”).
- 3.5 The Company shall keep records of all carbon offset activities of the Customer and can provide an annual statement within a reasonable period of time following the Customer’s written request subject to a reasonable administration fee being required for payment by the Customer.

4. Price, Payment and Invoicing

- 4.1 The price for the Credits is set out in the Carbon Credit Invoice. Carbon offset price is calculated by multiplying the results from the assessment (kg CO₂ emitted from the products and delivery) by the price of Carbon Credits.
- 4.2 The Customer shall pay to the Company the price for the Credits set out in the Carbon Credit Invoice within 30 calendar days from the date of invoice. The Company has no obligation to issue the Certificate or give instructions to the Provider for Retirement until it has received payment in full of both the Product Invoice and the Carbon Credits Invoice from the Customer. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.3 If payment is not received by the Company for the Carbon Credit Invoice within 30 calendar days from the date of invoice, in addition to the Company's rights contained in the Standard Terms, the Company may also decide:

- (a) to extend the time limit of payment for up to ten (10) Business Days; or
- (b) to terminate the Agreement and Retirement of Credits with no further obligations.

4.4 All amounts expressed to be payable are exclusive of VAT. As the Credits are sold by the Provider on the voluntary market as VERs, the Credits are not subject to VAT.

5. CSR Communications

5.1 The Company gives the Customer the right to make the Agreement with the Company known to third parties and to use in the Customer's communications in relation to carbon offsetting initiatives.

5.2 The Customer grants the Company a non-exclusive, non-transferrable right to use the Customer's name and logo for publication purposes. The Company may name the Customer as a reference on its website or in other media unless the parties have agreed otherwise.

6. Warranties

6.1 The Company makes the following warranties to the Customer upon entry into the Agreement:

- (a) that the CO₂ offset tonnages have been calculated with a reasonable degree of accuracy according to using carbon calculations tools, developed for the Company and industry standard tools;
- (b) that the Credits have been purchased by the Company from the Provider; and
- (c) the Credits have been verified and issued by the Provider in accordance with of the following standards:
 - (i) Gold Standard VCS; and
 - (ii) Verified Carbon Standard (VCS).

7. Limitation of Liability

7.1 Although the CO₂ calculation basis is regularly reviewed and revised, the Company disclaims any and all liability for the accuracy of such.

7.2 The Customer acknowledges and agrees that the Company makes no representation or warranty as to accuracy or validity of the Provider's investments into projects that contribute to the reduction of Greenhouse Gas emissions and accepts no liability in respect of such.

7.3 The aggregate liability of each party under on or in connection with this Agreement is limited to the aggregate value of the payments made by the Customer under this Agreement up to and including the date of claim. Neither the Customer nor the Company shall be liable for any consequential, indirect or special loss arising out of any breach of this Agreement.

7.4 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for fraud or fraudulent misrepresentation.

8. General

8.1 Any notice to be given by either party to the other shall be in writing addressed to the party's registered office or principal place of business or such other address as may be notified to the other party from time to time.

8.2 The benefit of the Agreement may not be assigned or transferred by the Customer. The Company may assign or subcontract or deal in any manner with all or any of its rights or obligations under the Agreement.

8.3 Any provision of the Agreement held to be illegal, invalid, void, voidable or unenforceable, in whole or in part, shall be deemed severable and all remaining conditions of the Agreement shall not be affected.

8.4 No waiver or variation to these Additional Terms is effective unless expressly confirmed in writing by a director of the Company. No failure or delay by the Company to exercise any right or remedy shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

8.5 A person who is not a party to the Agreement shall not have any rights to enforce its terms.

8.6 The Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts for any dispute in respect of these Additional Terms.