

CEMEX, INC. GENERAL TERMS AND CONDITIONS OF SALE THROUGH CEMEX GO (the “Terms and Conditions”)

1 Definitions and Interpretation

1.1 Unless otherwise provided for in these Terms and Conditions, the following terms shall have the meanings set forth below:

“**Additional Services**” means the services provided by the Company.

“**Additional Services Price List**” means the document setting out the prices of the Additional Services as may be revised by the Company from time to time.

“**Affiliate**” means a company or other legal entity controlled by, under common control with, or controlling a person, where “control” means either: (a) the ownership, either directly or indirectly, of more than fifty percent (50%) of the voting shares of a company, or (b) the right to elect the majority of the directors or other governing body of a company or other legal entity, where such control may be exercised without the consent of any third person.

“**Application**” means the CEMEX Go 2.0 online application.

“**Cancellation Charge**” means the charge for cancellation set out in the Sundries Price List.

“**Company**” means CEMEX, Inc. whose principal office is located at 4th Floor Petron Megaplaza, 358 Gil Puyat Avenue, Makati City 1200, Philippines.

“**Contract**” means any contract between the Company and the Customer for the sale of Goods and the provision of Additional Services, subject to this Terms and Conditions.

“**Customer**” means the person or persons or entity or entities which purchase the Goods and/or Additional Services from the Company.

“**Defective Additional Services**” has the meaning given in Section 5.2 of this Terms and Conditions.

“**Defective Goods**” has the meaning given in Section 5.2 of this Terms and Conditions.

“**Event of Force Majeure**” has the meaning given in Section 10 of this Terms and Conditions.

“**Goods**” means any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them and pallets, where applicable).

“**Part Load Charge**” means the charge for part loads set out in the Sundries Price List.

“**Peak Time Deliveries Charge**” means the charge for peak time deliveries set out in the Sundries Price List.

“Quotation” means the documents issued by the Company which set out the prices of the Goods and/or the applicable Additional Services, as may be modified by the Company from time to time;

“Returned Materials Charge” means the charge for returning and disposing of materials set out in the Sundries Price List.

“Sundries Costs” means the additional charges chargeable by the Company including without limitation the Cancellation Charge, the Part Load Charge, the Returned Materials Charge, the Peak Time Deliveries Charge and the Waiting Time Charge.

“Sundries Price List” means the document setting out the prices of the Sundries Costs (in addition to is the prices set out in the Quotation) as published or issued from time to time by the Company.

“Surcharge” means the additional charges to be imposed by the Company as may be provided, on the Company’s Surcharge Price List.

“Surcharge Price List” means the document setting out the Surcharges as published or issued from time to time by the Company.

“Waiting Time Charge” means the charge for waiting at the disposal point set out in the Sundries Price List.

2 Basis of Contract

2.1 Except as otherwise provided under Sections 2.3, 2.10 and 3.11 of this Terms and Conditions, the Contract will be subject to this Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever in relation to any transaction or action made or completed by the Customer through the CEMEX Go Application).

2.2 Each order for Goods and/or Additional Services by the Customer from the Company through the CEMEX Go Application shall be deemed to be an offer by the Customer to purchase Goods and/or Additional Services subject to this Terms and Conditions. It is the Customer’s obligation to ensure that the terms of its order and any applicable specification are complete and accurate.

2.3 Subject to Sections 2.10 and 3.11 of this Terms and Conditions, any variation to the Terms and Conditions and any representations about the Goods and/or Additional Services shall have no effect unless expressly agreed in writing and executed by a duly authorized representative of the Company.

2.4 No order placed by the Customer shall be deemed to be accepted by the Company until a Quotation is issued by the Company, which Quotation is received by the Customer through a confirmatory message in the e-mail address registered by the Customer in the CEMEX Go Application. Any order shall be accepted entirely at the discretion of the Company.

2.5 Any Quotation or estimate made by the Company is given subject to this Terms and Conditions.

2.6 Without prejudice to the Company's right not to accept an order, Quotations are subject to change without prior notice.

2.7 All Goods are sold and/or Additional Services provided by reference to the Company's specification for those Goods and/or Additional Services in force at the date of the Company's acknowledgement of order through the confirmatory e-mail and available to the Customer on request.

2.8 Any cancellation or delay of an order by the Customer on or after 3pm on the working day before the order is due to be fulfilled, or if the Company cannot deliver an order due to a failure of the Customer to comply with its obligations pursuant to Sections 3.2 or 3.6 of this Terms and Conditions, shall subject the Customer to the payment of:

(a) the Cancellation Charge; and

(b) the Returned Materials Charge,

as may be applicable, which imposition of additional charges shall be communicated to the Customer through e-mail.

2.9 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the strengths or use of the Goods by the Company is followed or acted upon entirely at the Customer's own risk, such advice and/or recommendation should not be relied upon.

2.10 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information in the CEMEX Go Application or issued by the Company shall be subject to correction without any liability on the part of the Company.

2.11 The description of the Goods and/or Additional Services shall be set out in the Company's acknowledgement of order and/or the Quotation in its confirmatory e-mail.

2.12 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions, details or illustrations contained in the Company's catalogues or brochures in the CEMEX Go Application are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Additional Services described in them, and such will not form part of the Contract unless otherwise agreed in writing by the Company.

3 Delivery and Acceptance of Goods

3.1 Unless otherwise agreed in writing or my official email by the Company, delivery of the Goods shall take place at a discharge point agreed between the Customer and the Company, as registered by the Customer in the CEMEX Go Application, during normal business hours on the commitment delivery date stated in the confirmatory e-mail, which

may be subject to change upon the discretion of the Company. As soon as practicable, the Company shall notify the Customer of any such change in the delivery date through e-mail.

3.2 The Company shall designate a proper route to the agreed discharge point.

3.3 Any dates or time of day specified by the Company for delivery of the Goods in the CEMEX Go Application or the confirmatory e-mail from the Company are intended to be an estimate only and time for delivery shall not be of the essence. If no dates or times are so specified, delivery will be within a reasonable time.

3.4 The Company shall not be liable to any Customer (whether in contract, tort, negligence, breach of statutory duty or otherwise) for any damages whether direct, indirect or consequential (including but not limited to any economic loss or loss of profits) resulting from any delay in delivery or failure to deliver within any agreed time period or as a result of the Customer not providing sufficient notice to cancel or vary an order under Section 2.8 of this Terms and Conditions.

3.5 If for any reason the Customer does not accept delivery of any of the Goods within the sum of thirty (30) minutes of when the Goods arrive and are available for discharge at the agreed discharge point, the Company reserves the right to charge the Customer the Waiting Time Charge.

3.6 The Customer shall provide:

- an authorized representative to accept the Goods;
- all appropriate instructions concerning the delivery of the Goods;
- an appropriate access to the discharge point;
- all applicable documents; and
- a discharge point which is compliant with health and safety legislation and regulations, licenses or authorizations.

3.7 The quantity of any order or consignment of Goods as recorded by the Company upon dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence proving the contrary.

3.8 Given the nature of the Goods, the Customer shall be deemed to have accepted the Goods as being in accordance with the Contract on signature of the delivery docket, delivery ticket or form (including electronic forms thereof), or on delivery, whichever is the earlier, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

3.9 At the projected date and time of delivery, the Customer shall ensure that an authorized person is present at the agreed discharge point to accept the Goods and to sign the delivery docket, ticket, or form. Any signature will be legible and accompanied with a legible printed name.

3.10 The Customer shall ensure that an authorized person shall sign a delivery docket, ticket or form on delivery. By signing the delivery docket, ticket, or form the Customer:

- acknowledges that the description set out on such delivery docket, ticket or form describes the Goods required by the Customer;
- confirms the times of arrival of the truck or other delivery vehicle at the agreed point of discharge and of completion of discharge; and
- acknowledges receipt of delivery.

3.11 Where the Company complies with a request from the Customer or from a person reasonably believed by the Company to be acting on the Customer's behalf for a variation in the mix description of a delivery, the Customer shall accept any consequential variation in the properties and/or the constituents of such delivery.

3.12 Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company (even though they have been delivered and risk has passed to the Customer) until:

(a) payment in full, in cash or cleared funds, for all the Goods has been received by the Company; and

(b) all other money payable by the Customer to the Company on any other account or under the Contract or any other contract has been received by the Company.

3.13 Risk in the Goods shall pass to the Customer on delivery.

3.14 Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:

- the Customer shall hold the Goods on a fiduciary basis as the Company's bailee;
- the Customer shall store the Goods and shall insure them, without any charge to the Company, and not tamper with any identification upon the Goods and the Company shall be entitled to examine any such Goods in storage at any time during normal business hours upon giving the Customer reasonable notice of its intention to do so;
- the Company may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Company and the Company may repossess and resell the Goods if any of the events specified in Section 11.1 occurs or if any sum due to the Company from the Customer under the Contract or on any other account or under any other contract is not paid when due;
- for the purposes of this Section 3.14 the Company, its employees, agents and sub-contractors shall be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated at any time without prior notice;
- the Company shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods have not passed to the Customer; and
- the Company hereby authorizes the Customer to use the Goods in the normal course of the Customer's business. This right shall automatically cease on the occurrence

of any event set out in Section 11.1 and/or if any sum owed to the Company by the Customer is not paid when due.

3.15 The Company shall be entitled at its discretion to make delivery of the Goods by installments and to invoice the Customer for each installment individually. Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated or to refuse to accept subsequent installments.

4 Price and Payment

4.1 Unless otherwise agreed by the Company in writing, the price for the Goods and/or Additional Services and/or the Sundries Costs and/or the Surcharge shall be the price set out in the confirmatory e-mail from the company, and/or the Additional Services Price List and/or Sundries Price List and/or the Surcharge Price List, set out in the confirmatory e-mail from the company, as at the date of delivery.

4.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to amend the Quotation and/or the Additional Services Price List and/or the Sundries Price List and/or the Surcharge, as set out in the CEMEX Go Application or in the confirmatory email from the Company, to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including, without limitation, any increase in the costs of labor, fuel, materials, or other costs of manufacture or supply), any change in the quantities of the Goods and/or Additional Services requested by the Customer or any change in the delivery dates or location for the Goods and/or Additional Services requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 Unless otherwise agreed to in writing, the prices for the Goods shall include costs or charges in relation to delivery but are not inclusive of the charges for Additional Services, Sundries Costs and Surcharges. For the avoidance of doubt, this does not affect the Company's right to charge for delivery related charges as set out herein.

4.4 The price for the Goods and/or Additional Services and/or the Sundries Costs and/or the Surcharge shall be exclusive of value added tax and any other taxes and duties or levies all of which amounts the Customer shall pay in addition when it is due to pay for the Goods and/or Additional Services and/or the Sundries Costs and/or the Surcharge.

4.5 The Company reserves the right to levy the Part Load Charge, where the Customer orders less than a full load. Details of load capacities can be obtained from the Company upon request.

4.6 The Company reserves the right to make a charge for delivery of the Goods and/or the Additional Services on the request of the Customer at a specific time or outside normal business hours.

4.7 Except where otherwise agreed by the Company or where the Customer is a credit account holder, payment of the price for the Goods (plus Sundries Costs and Surcharges that have been incurred or are anticipated by the Company to be incurred on or before delivery) is due on the payment date provided in the confirmatory e-mail from the Company, before dispatch of the Goods and/or completion of Additional Services. Any other charges are due as they are incurred (unless agreed otherwise with the Customer). Time for payment of the Goods, Additional Services, Sundries Costs and Surcharges shall be deemed of the essence.

4.8 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

4.9 The Company shall be entitled to apply any amount due to the Customer under this or any other agreement in or towards payment of any sum owing by the Customer to the Company in relation to any matter whatsoever.

4.10 If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and the Company shall be entitled to:

- cancel or suspend its performance of the Contract or any order including suspending deliveries of the Goods and/or provision of the Additional Services; and/or
- require the Customer to pay for Goods prior to their dispatch or collection from the Company's place of business; and/or
- charge the Customer
 - interest calculated on a daily basis on all overdue amounts (both before and after judgement) until actual payment at the statutory rate of interest for commercial debts prevailing from time to time until payment is made in full; and
 - the cost of obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

Any credit facility given to the Customer by the Company may be altered or withdrawn by the Company at any time.

5 Warranty of Quality of Goods

5.1 The Company gives no warranty that Goods shall achieve a particular strength or shall be fit for any particular purpose unless this has been expressly agreed in writing between the parties to the Contract.

5.2 Subject to Section 5.3 and 5.4 of this Terms and Conditions, if the Customer establishes to the Company's reasonable satisfaction that there is a defect in the Goods or some other failure in relation to the conformity of the Goods with the Contract and such non-conformity is the fault of the Company (such goods shall be referred to as the "**Defective Goods**"), or the Additional Services have not been performed with reasonable

care and skill (the “**Defective Additional Services**”), then the Company shall at its option, at its sole discretion and within a reasonable time:

- subject to the reasonable cooperation of the Customer, break up and remove the Defective Goods free of charge to the Customer and replace such Defective Goods with Goods which are in all respects in accordance with the Contract (including the cost of transporting the Goods to and from the Customer for that purpose) or re-perform such Defective Additional Services; or
- issue a credit note to the Customer in respect of the whole or part of the Contract price of such Defective Goods and/or Defective Additional Services plus the reasonable costs of breaking up and removing the Defective Goods or re-performing such Defective Additional Services;

and performance of any one of the above options shall constitute an entire discharge of the Company’s liability under this warranty and shall be the Customer’s sole and exclusive remedy.

5.3 The Company shall be under no liability under the warranty at Section 5.2 above:

- in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company’s instructions (whether given orally or in writing), misuse or alteration of the Goods without the Company’s approval;
- if the total price for the Goods and/or the Additional Services and/or the Sundries Costs and/or the Surcharge has not been paid by the due date for payment;
- for any Goods manufactured or appropriated to the Contract in accordance with any specification, instruction or recommendation made to the Company by the Customer;
- for any Additional Services performed in accordance with the Customer’s instructions;
- in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or
- an Event of Force Majeure.

5.4 If the Customer believes that there is some defect or other non-conformity of the Goods and/or the Additional Services with the Contract then the Customer shall give:

- written notification of such alleged defect to the Company which notice shall include details of such suspected defect or non-conformity and the precise location of where such Goods were placed as soon as such defect or non-conformity is suspected or discovered or ought to have been discovered but in any event within forty (40) days for cement and concrete products while within twenty (20) days for admixtures and aggregates products after delivery of the Goods or within forty-eight (48) hours applicable for all products if the volume of Goods delivered do not correspond to the volume shown on the delivery docket; and
- the Company a reasonable opportunity to inspect the relevant Goods or the location at which the Additional Services were performed and, if so requested by the Company and, promptly return to the Company or such other person nominated by the Company a sample of the Goods within seven (7) days, carriage paid by the

Customer, for inspection, examination and testing and/or otherwise permit the Company to have access to the Goods at the Customer's premises or other location where they may be for such purposes and/or permit the Company access to the site where the Additional Services were performed for such purposes. 5.5 The warranties set out in the Contract are the only warranties which shall be given by the Company and all warranties, conditions and other terms implied by applicable laws are, to the fullest extent permitted by law, excluded from the Contract.

6 Provision of Services

6.1 Where the Company is to perform Additional Services at the Customer's premises, the Customer shall procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.

6.2 The relevant element of the Contract price relating to the Additional Services shall be due and payable before such Additional Services are carried out.

6.3 The Additional Services will be deemed to be completed:

- when they have been completed to the Company's satisfaction; or
- if the Company is available to perform the Additional Services but is prevented from doing so by reason of the lack of relevant assistance from the Customer (such as lack of availability of test components or parts from the Customer); and/or
- if the Company is available to perform the Additional Services but is prevented from doing so by reason the condition of the Customer premises on the site at which the Additional Services are to be provided and/or the facilities at or the services available therein at the time agreed for the provision of the Additional Services.

7 Exclusion and Limitation of Liability

7.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with Defective Goods shall be limited to the maximum of the total value of the Goods ordered.

7.2 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, in respect of all claims not subject to Section 7.1, arising in connection with the performance or contemplated performance of the Contract shall be limited to a maximum of the total value of the Goods ordered.

7.3 The Company shall not be liable to the Customer (whether in contract, tort, negligence, breach of statutory duty or otherwise) however arising (whether relating to the Goods, Additional Services or otherwise) for:

- any loss of profit or other economic loss (direct or indirect);
- any loss or damage or liability which the Customer incurs due to delay in its works or project; or

- any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused).

8 Customers Indemnity

8.1 The Customer irrevocably and unconditionally agrees to indemnify the Company, its employees, sub-contractors and agents in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees and all consequential and economic loss (including without limitation loss of profit, future revenue, reputation or goodwill and anticipated savings)) whether direct or indirect made against or incurred or suffered by any of them directly or indirectly and whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

- the manufacture and sale of the Goods by the Company in accordance with the Customer's specifications or other data or information furnished or instructions given by the Customer;
- any breach by the Customer of its obligations under the Contract; or
- any breach by the Company of its obligations under the Contract or any other act or omission (including, without limitation, negligence) of the Company, its employees and agents in excess of the liability of the Company under the Contract.

9 Subcontracting, Assignment and Third Party Rights

9.1 The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company.

9.2 The Company may assign, charge, subcontract or transfer the Contract or any part of it to any person or Affiliate. The Customer irrevocably consents to novation of the Company's rights and obligations pursuant to the Contract to any Affiliate. In such case, the Affiliate may enforce any term of the Contract.

10 Force Majeure

The Company reserves the right to suspend or cancel the Contract in whole or in part (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to any circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lock outs or other industrial action (whether of the Company's own employees or others), failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services (an "**Event of Force Majeure**") provided that, if the Event of Force Majeure continues for a continuous period in excess of [ninety (90)] days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

11 Breach of Contract or Insolvency

11.1 The Company may immediately suspend performance of the Contract, cancel any outstanding delivery of the Goods, cease the provision of any Additional Services, stop any Goods in transit or by notice in writing to the Customer terminate the Contract without liability to the Company if:

- the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy any breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of [fourteen (14) days]; or
- the Customer (i) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or becomes insolvent or bankrupt, (ii) files, or any third party files, against the Customer a petition under any bankruptcy, insolvency or similar law, and such petition is not dismissed within [sixty (60)] days, (iii) files a suspension of payments, (iv) admits in writing its inability to pay its debts as they mature, (v) applies for or consents to the appointment of a receiver, liquidator, intervenor, trustee or the like for its properties, or (vi) has a substantial portion of its assets subjected to attachment and such attachment is not lifted within [sixty (60)] calendar days; or
- any sum payable under the Contract is not paid by due date for payment in accordance with the Contract.

11.2 Notwithstanding any such termination or suspension in accordance with Section 11.1 above the Customer shall pay the Company for all Goods and/or Additional Services delivered up to and including the date of suspension or termination.

11.3 Termination of the Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to termination.

12 General

12.1 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

12.2 The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

12.3 If at any time any one or more of the Conditions or part of them of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

12.4 To the extent permitted and subject to the requirements of applicable laws, the Company may record all communications with the Customer made through the Application, e-mails, SMS and/or other messaging applications and phone calls.

12.5 Any communication between the parties relating to the obligations of the Contract must be in writing, and delivered by hand (when delivery shall be deemed to be the day of delivery) or sent by pre-paid first class post (when delivery shall be deemed to be forty-eight (48) hours after posting) to, in the case of the Company, the address set out above, and in the case of the Customer, to its address as registered in the CEMEX Go Application, or such change of address as shall be notified to either party by the other, and/or sent to the specified e-mail address at, in the case of the Company, [email], and in the case of the Customer, at the e-mail address registered in the CEMEX Go Application. Pre-contractual communications, including any orders or Quotations, may be sent by e-mail and/or SMS message or through other messaging applications as the parties agree.

12.6 The Contract sets out the entire agreement and understanding between the Customer and the Company in connection with the sale of the Goods and/or delivery of the Additional Services. Unless otherwise expressly stated in writing, this Contract shall supersede and replace any and all prior agreements, understandings, statements or representations, express or implied, whether electronic, oral or written, between the parties, or all documentation previously issued by the Company purporting to set out its terms and conditions of sale of the Goods, including without limitation any supply agreement, sales agreement or any other agreement entered into by the parties in connection with sale of the Goods and/or delivery of the Additional Services executed prior to the availment of CEMEX' Goods and/or Additional Services through the Application covered by this Terms and Conditions.

For the avoidance of doubt, every "confirmed order" for Goods and/or Additional Services shall be considered a separate and distinct, valid and binding agreement between the parties. For purposes of this Terms and Conditions, a "confirmed order" shall refer to an order for Goods and/or Services made by a Customer through the CEMEX Go Application, which order has been duly confirmed by the Company through a confirmatory e-mail to the e-mail address registered by the Customer on the Application. The confirmatory e-mail shall provide the price, quantity, and estimated delivery date of the ordered Goods, and shall provide the price of the Additional Services. The date on which the confirmatory e-mail is actually sent by CEMEX to the Customer shall be considered the execution date of the agreement between the parties.

The parties acknowledge that this agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this agreement which it might otherwise have had in relation to them.

The parties acknowledge and agree that R.A. 8792, otherwise known as the Electronic Commerce Act of 2000 (the "E-Commerce Act") and the Rules of Electronic Evidence applies in full force between them, with respect to, among others, electronic data messages, electronic signatures, electronic documents, the recognition and admissibility thereof.

12.7 The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines, in which case the Contract and any issues, disputes or claims arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of the Philippines.

12.8 All disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the Philippine Courts to which the parties irrevocably submit. The venue for litigation shall only and exclusively be in the courts of Makati, Metro Manila, Philippines, the Parties hereby waiving any other venue.