

GENERAL TERMS AND CONDITIONS FOR SALE / PROVISION OF SERVICES / LEASING OF PACKAGING AND EQUIPMENT

INTRODUCTORY PROVISIONS

These General Terms and Conditions shall apply to relations between the company MESSER TEHNOGAS AD BEOGRAD, 11090 BELGRADE, 62 Banjički put (hereinafter referred to as the Seller) and the following:

- **Buyers** of products from the Seller's sales assortment: gases (**Gas**), equipment for gases and parts thereof, cutting and welding equipment and other (**Goods**). Gases and Goods commonly called: subjects of sale;
- **Users of the Seller's services** shall be provided with, but not limited to: filling of gases, testing of bottles, installation of gas installations, installation and disassembly, design (**Services**), as well as
- **Lessees of the Seller's packaging**, such as equipment for packaging and storage of gases and other equipment or fixed assets that are the property of the Seller (**Lease**). The leased packaging, equipment and fixed assets are collectively referred to as **lease items** below.

A. These General Terms and Conditions shall apply to all relationships between the Seller and Buyers/ Service Users / Lessees (hereinafter: Buyer/s) and they shall also constitute an integral part of individual contracts concluded between the Buyer and the Seller, unless the Seller and Buyer in individual cases agree otherwise in written form. These General Terms and Conditions shall apply to all future business relationships even if the Seller does not expressly refer to them unless the Seller and the Buyer agree differently in written form.

B. These General Terms and Conditions shall prevail over the General Terms and Conditions in respect of the purchase/ provision of services/ lease/ buyer, even when the Seller has not explicitly opposed them, unless the Buyer and the Seller agree in a different manner in written form.

CONCLUSION OF THE CONTRACT

The Seller's offer, based on a written or oral request from the Buyer, accepted in written form by the Buyer, as well as the Seller's written confirmation of the Buyer's order (including "on-line order") or other written requests for the delivery of a subject of sale, service or lease, shall together with these General Terms and Conditions be considered a Contract.

The Seller's offer accepted by the Buyer shall be binding only for the period indicated in the offer. When the validity period of the offer is not indicated in the Seller's offer, the same shall bind the Seller 3 days from the date of the written offer.

Only orders and requests from a Buyer (including oral agreements, telephone orders, and so-forth), which the Seller has confirmed in written form, shall be binding for the Seller.

Receipt of ordered Gas, Goods/ Services/ a subject of lease ordered by the Buyer or payment thereof shall in any case be considered acceptance of these General Terms and Conditions and a confirmation of receipt of all agreed and/ or prescribed supporting documents.

* In the case of distance contracts concluded, among others, outside the business premises of the Seller, the Buyer or natural person may withdraw from the Purchase Contract after delivery within the deadlines stipulated by the provisions of the Consumer Protection Law only if the Gases are not unsealed, or if Gases and Goods are

not clearly personalized or manufactured upon the request of consumers, but in this case the Buyer shall bear the entire cost of the return, including transport.

SUBJECT OF SALE, SERVICES, LEASE

The specification of the subject of sale/ service/ lease shall be determined by the order or other adequate written request of the Buyer and the written acceptance or confirmation thereof by the Seller, as well as the specification of Goods in the receipt, offer, delivery note, handover note, contract, annex of a contract or some other written document.

Medical gases and medical devices shall be sold in accordance with the provisions of the Law on Medicinal Products and Medical Devices and other relevant positive regulations.

The Seller retains ownership over the item/s of sale until the Buyer pays out the entire purchase price.

If the Buyer purchases Gases in the Seller's Packaging, he/ she shall accept to at the request of the Seller make a deposit in the amount valid according to the Seller's Price-list on the date of receiving the Packaging, and simultaneously accept to lease the Packaging, obliging himself/ herself to pay the lease for each day of use until its return to the Seller, unless otherwise agreed in written form. Any indebtedness or release of the leased Packaging shall be recorded by the Seller and the Buyer in a written document.

Handover of the subject of the sale shall be registered in records or with other written proof of delivery in accordance with the nature and purpose of the subject of sale.

The transfer of leased items is recorded at the beginning and end of the lease, while the handover of the service is also registered in records or based on another written document that confirms it.

The Lessee is obliged to use the leased packaging/ goods in accordance with their purpose, professional rules and as a good businessman, to protect it from destruction, damage and pretensions of third parties, and to inform the Seller in written form of such circumstances without delay and thus act according to instructions given by the latter.

Lease items are always leased as seen, unless otherwise agreed upon in writing.

PRICE AND PAYMENT THEREOF

Subjects of sale shall be sold according to the official prices of the Seller, unless otherwise agreed upon in written form.

Lease for Packaging and Services shall be paid according to the official prices of the Seller, unless otherwise agreed in writing. The lease is calculated until the return of the subject of lease to the Seller in proper condition.

Prices from offers accepted in writing or confirmed orders shall be applied for leasing of the Seller's equipment and other fixed assets, excluding Packaging,

Prices shall be expressed without VAT and be increased by a percentage of the same in accordance with applicable regulations.

The Seller shall reserve the right to change official prices, at any time, according to their business policy.

Payment shall be made within the deadlines included in an accepted offer, confirmed order or pro forma invoice or invoice, unless otherwise agreed in written form.

If the contract price is expressed in Euro or other foreign currencies, payments of domestic legal entities shall be carried out in the dinar equivalent for Euro or another foreign currency at the official middle exchange rate of the NBS for that currency on the day of payment.

In the case of foreign trade, payment shall be made in Euro or another agreed foreign currency.

In the case of foreign trade, the Buyer or the Lessee shall bear all the costs of import and other activities necessary to use the subject of lease or sale/ purchase abroad.

A statutory default interest shall be paid for each day of delay in payment due to late payment in domestic turnover, a contractual interest rate equal to the legal default interest shall be paid for delay in payment of the lease, while in foreign trade transactions for both cases the contractual interest shall be calculated in the amount of 10% per annum.

In case of damage to the leased property during the lease period, the Lessee shall be obliged to bear the costs of repairing it, and in case of loss or destruction or damage that cannot be repaired, he/ she is obliged to compensate the Seller a sum that is equal to such a newly procured leased item at the time of determining the foregoing circumstances. Establishing the facts implies that both parties are in possession of knowledge of the occurrence of the aforementioned circumstances (informing the other party).

CONSEQUENCES OF NON-PAYMENT

In the event that the Buyer does not pay the due receipt in the name of the delivered Gas, the Seller shall have the right to suspend further delivery of Gas until the settlement of the outstanding and unpaid debts, or impose conditions for the new delivery of Gas with an advance payment.

In the event that the Buyer does not pay a due receipt or instalment (if the Goods are sold in several instalments), the Seller has the right to demand the return of the goods in question in the name of the price for the Goods purchased, while the Buyer shall not be entitled to reimbursement of paid instalments or receipts, as they shall be considered a lease for the period while the Goods were in the possession of the Buyer. The Buyer is obliged to make the refund in this case without delay at his own expense (including the costs relating to disassembly and any other eventual expenses).

In the event that the Seller's Goods are incorporated into the Buyer's facility or equipment and cannot be separated without destruction or significant damage to it, the Seller shall become the co-owner of the item or equipment until the final repayment of the purchase price by the Buyer, in the amount of the purchase price of its Goods.

In case the Lessee does not pay the due receipt in the name of leasing, the Seller has the right to demand that the subjects of the lease be returned without delay, which the Purchaser is obliged to do immediately upon the Seller's request. The cost of returning the leased items (including, where applicable, the dismantling of assets or equipment owned by the Seller) shall be borne by the Lessee.

SECURITY

In the case of deferred payment, the Buyer is obliged to provide the Seller with adequate security for the execution of his/ her payment obligation prior to the delivery of goods or services, as well as in relation to the return of packaging or other Goods which are given to the Buyer for lease or use, such as: cash deposit in the agreed amount, registered in accordance with the valid regulations, own solo blank bill of exchange without protest, own bill of exchange for a certain sum, irrevocable authorization for the realization of the bill with a copy of the depot card for the person authorized to sign the bill, irrevocable bank guarantee on first call, mortgage and other security that is acceptable to the Seller. The security may be realized for the principal debt, interest, possible contractual penalty, compensation for lost, destroyed or damaged item of lease, or subject of sale and the like, as well as for the costs related to securing the collateral.

If the Buyer does not provide the Seller with an acceptable security, the Seller may deliver the goods to the Buyer only on the basis of the Buyer's advanced Payment.

Prior to the provision of leased Packaging or any other fixed assets, the Seller has the right to require the Buyer to adequately ensure the return of thereof in accordance with paragraph 1 of this Section. The Lessee has no right to make any modifications to the leased item/s, sell, sublease or provide them for use to third parties without prior written consent of the Seller, keep them on any grounds, mortgage or otherwise burden them, nor may they be the subject of sale or settlement in a procedure of enforced execution against the Lessee or in bankruptcy and liquidation proceedings against the Lessee.

The Seller shall remain the owner of the equipment or parts thereof (which are not consumable and for which it is applicable) until their final repayment by the Buyer, unless otherwise agreed in written form. Until the Buyer pays the purchase price for the aforementioned, the Buyer shall not have the right, without the prior written consent of the Seller, to execute repairs, alienate and sublease or provide them to third parties for use, mortgage, or otherwise burden, nor may they be subject to sale or settlement in a procedure of enforced execution against the Buyer or in bankruptcy and liquidation proceedings against the Buyer.

DELIVERY OF GOODS AND RISK TRANSFER

As a rule, the Goods shall be delivered to the Buyer on the parity EX WORKS to the Seller or to the specific location of the Seller referred in the accepted offer or confirmed order, or in writing according to an agreed second parity.

As a rule, the service shall be performed in the premises of the Service User if it does not differ from the nature of the service or the written agreement.

The Buyer / Lessee / Service User / or a person authorized by the aforementioned (including the transporter) shall by signing a dispatch note, record or other written document confirm the receipt of goods, when the risk of

damage or destruction of the above-mentioned transfers from the Seller to the Buyer/ Lessee / Service User, if not otherwise agreed upon in written form or explicitly prescribed by positive regulations.

If the parity is established in accordance with INCOTERMS, then the most recent version of these rules shall be applied. In this case, these rules regulate certain rights and obligations of the Buyer and the Seller and the transfer of risks, unless otherwise agreed in written form.

If the handover of Goods/ Services / Leased items has not been made due to the Buyer's delay, the risk shall transfer to the Buyer at the time the delay occurred.

If the Goods/ Service/ Leased item could not be delivered to the address indicated by the Buyer, all the risks and costs related to the return of the goods or possible storage thereof shall be borne by the Buyer/ Service User / Lessee.

Unless otherwise agreed in writing, until the Buyer fully pays for the purchased goods or until the Lessee leases the items, he/ she shall be obliged to physically provide and secure the equipment or fixed assets that are the subject of sale/ lease from damage, destruction, theft or other claims of third parties. At the request of the Seller, the Buyer is obliged to present proof of securing the goods.

DOCUMENTATION ACCOMPANYING THE GOODS

At the request of the Buyer, the Seller shall at first delivery submit to the Buyer a Declaration of Quality Compliance and a Safety Data Sheet (SDS) for delivered Gases, except medicinal ones.

SDS can be downloaded without reimbursement in an updated state in electronic form from the Seller's website:

With medical gas, the Seller shall supply a user's manual and a test report.

Together with the delivered Goods, the Buyer is provided with a user's manual.

WARRANTY

The Seller shall transfer to the Buyer a manufacturer's warranty for the proper functioning of new Goods that have been sold.

A warranty may also be given for second-hand goods only if it has been agreed upon in writing and for the duration of the written agreement.

A warranty for the provision of spare parts and the period within which they shall be provided for any sold goods shall be given only if it has been agreed upon in written form or, in certain cases, envisaged as an obligation in positive regulations.

The Buyer shall lose the right to a guarantee if he/ she uses the goods contrary to the purpose, instructions or if an unauthorized person performs servicing and repairs over the course of the warranty period.

A warranty shall be given only to those services where this is prescribed in accordance with the nature of the service and in a manner and for the duration confirmed in written form by the Seller.

The Seller is obliged to respond within a reasonable time to the warranty claim and perform repairs, however, if repairs are not possible, it must replace the defective Goods, or correct the defect in the performed service.

It is at the sole discretion of the Seller to decide whether to repair or replace the disputed Goods with new ones.

In case of repair by replacement of a certain part, the replaced part shall remain the property of the Seller, which shall continue to own it and must have it returned if it is located at the Buyer's premises.

COMPLAINT IN RELATION TO QUANTITY AND QUALITY

A Buyer's complaint in regards to the quality and quantity of Gas deliveries shall be considered by the Seller if it is communicated to it in written form within 2 (two) days after the delivery of Gas.

A Buyer's complaints concerning the quality of delivered medical gases may be lodged in accordance with the declared deadline for their use.

A complaint in relation to services rendered must be made immediately, at the time of registered handover, or if it is not applicable in written form, within 8 days of the received service. All reasonable claims shall be resolved by the Seller in the shortest possible time according to the nature of the short-coming.

A complaint about the quantity and quality of delivered goods must be carried out without delay in written form, and at the latest within 8 days from the receipt of the Goods, while this only applies to quantity if it was not possible to determine the quantity on the spot in view of the nature and purpose of the Goods or unless something else has been agreed upon in writing.

In case of justification of the Buyer's complaint, the Buyer has the right to be delivered the missing quantity of Gas/ Goods / Services or proportionally reduce the invoice or be delivered a new quantity of Gas of the appropriate quality/ Goods or part of Goods or proportionally reduce the invoice. In this manner, the Buyer's rights are exhausted on this basis, and he/ she is not entitled to any additional claims in relation to the Seller. The Buyer is obliged to return to the Seller the advertised and replaced Gas and Goods.

All reasonable claims shall be resolved by the Seller in the shortest possible time according to the nature of the defect.

Complaints are submitted in written form/ E-mail and fax/ at the following address:

Messer Tehnogas AD Beograd

Sales Department

11090 Belgrade

Banjički put 62

E-mail: reklamacije@messer.rs

Fax: 011/3537294

* In the case of Buyers who are natural persons, such a complaint concerning the non-conformity of Gas/ Goods / Services shall be submitted within deadlines and in the manner prescribed by the Consumer Protection Law, within the term of the warranty for the proper functioning of the Goods or the quality of the performed services within 8 days from the occurrence or detection of irregularities in functioning / service deficiencies

RESPONSIBILITY AND LIMITATION OF LIABILITY

The Seller is obliged to deliver to the Buyer Gases and Goods in the agreed quantity and quality, while services shall be performed in accordance with the written agreement, conscientiously, in accordance with the rules of the profession and valid positive regulations and standards for the area.

The Buyer is obliged to take the contracted Gas/ Goods/ Services over within the agreed time and at the agreed place, namely, in an agreed manner and to execute payments in a timely manner in accordance with the Contract.

The Buyer is responsible to the competent state authorities for undertaking all necessary and positive regulations under prescribed security measures for transport, handling and storage of Gases and shall be obliged to transport them and task persons who have been trained for their handling in accordance with the Law. Any damage resulting from the failure of the foregoing activities, including non-compliance with ADR regulations, constitutes the sole responsibility of the Buyer and falls on his/ her burden, while the Buyer or the driver of the vehicle - the transporter, is always responsible for the safe loading and storage of the Packaging in the vehicle by which the Buyer carries out transport, even in the case that the Seller provides assistance in loading, as he/ she is obliged to monitor and control the regularity of loading for the purpose of safe transport.

Any Seller liability for damages to Gases/ Goods / Services, however caused, shall be limited to actual and direct damages and the same may in no case be greater than the value of the particular Contract.

Any liability for damages caused to Gases used in air and space transport vehicles and for such facilities or construction thereof shall be excluded.

Under no circumstances shall the Seller be liable for the loss of a pure financial gain (lucrum cessans), such as lost profits, lost opportunities and other indirect damages.

The limitation of liability shall be valid only to the extent that positive regulations permit it. The restriction shall also not be applicable in the event of death and bodily injury, deliberate misconduct or unlawful conduct.

* In the case of sale of Gas/ Goods / Services to natural persons, the Seller shall be responsible for the non-compliance thereof in the deadlines and in the manner prescribed by the provisions of the Consumer Protection Act. * Within 2 years from the date of risk transfer to the Buyer- natural person.

FORCE MAJEURE

In the event of force majeure, the Seller and Buyer are not entitled to compensation for damages resulting from force majeure.

Force majeure includes events and activities that arise independently of the will and influence of the Seller and the Buyer, such as natural disasters and catastrophes, mobilization, war and state of war, general strike with one of the contracting parties, an act of the competent state authority that makes it difficult or disables the execution of assumed obligations, the blocking of state and administrative boundaries, and so-forth. The party affected by a case of force majeure shall promptly and without delay in written form inform the other party in a secure manner of the occurrence of a case of force majeure and its expected duration and deliver proof from the competent authority concerning it (a certificate of the Chamber of Commerce and so-forth). In the same manner, it shall without delay inform the other party of the cessation of the case of force majeure.

INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS

The sale of products or equipment, services or the leasing of items does not transfer to the Buyer any intellectual property rights or copyrights of the Seller or Messer Group unless otherwise agreed upon in written form.

Any violation of intellectual property rights or copyrights of the Seller by the Buyer shall establish the Buyer's liability and obligation to compensate for the complete material and non-pecuniary damages resulting from it. In this case of compensation of damages, liability limitation does not apply.

CONFIDENTIALITY

The Buyer and the Seller oblige themselves to confidentially treat all business data of the other party regarding the business operations they undertake, which are designated as confidential or which by their nature and economic effect on the operations of the other party are confidential and that they shall not disclose them to third parties without written consent of the other contracting party, for the duration of the business cooperation and five years after the expiration thereof. This obligation does not apply to cases such as the obligation to present business data to competent state authorities, but in any case, the contracting party that has disclosed confidential information must inform the other contracting party to which authority and on what basis the data was presented.

As confidential are considered the following: sketches, schemes, calculations, formulas, recipes, methods, instructions, lists, letters, records, contractual acts and other data in material or immaterial form which the Seller delivers to the Buyer.

Upon completion of the business relationship, the Buyer is obliged to return all confidential documents to the Seller, without retaining copies or destroying them, and provide a written statement to the Seller in this regard.

The Buyer and Seller are responsible to each other for damages resulting from violation of confidentiality provisions.

TRANSFER OF CLAIMS AND OBLIGATIONS AND NOTICES

The Buyer undertakes not to transfer to third parties any claims or obligations towards the Seller without its prior written consent.

The Buyer and the Seller agree that those notices related to the implementation of the Contract which are provided through the appropriate means of telecommunications (fax, E mail ...) shall also be treated as written notifications.

DISPUTE RESOLUTION AND APPLICABLE REGULATIONS

In the event of a dispute arising out of or based on the business operations of the Seller and the Buyer/ Lessee, the parties shall try to resolve the same by mutual agreement. If they fail to do so, the locally competent Commercial Court in Belgrade shall have jurisdiction to resolve the dispute, unless a mandatory jurisdiction of another court has been envisaged by positive regulations.

The provisions of the applicable Law of Contract and Torts of the Republic of Serbia, as well as other relevant regulations, apply to mutual relations between the Buyer and the Seller, however, the application of General Deals for the Sale of Goods and General Deals for Construction is therefore excluded.

In the case of foreign trade, the Buyer/ Lessee / Service Receiver agrees that any dispute arising out of business cooperation shall be finally settled by a Foreign Trade Arbitration at the Chamber of Commerce of the Republic of Serbia with the application of its Rulebook. The seat of the Arbitrage is in Belgrade. The language of arbitration shall be in English, while Serbian substantive law shall apply. A decision on Arbitration is final and enforceable. The application of the International Rules on the Sale of Goods and Services and the conflict of regulations of different countries is excluded.

COMPLIANCE

The Seller's has adopted and applies Code of Conduct and Messer's Code of Conduct, as well as Messer's Code of Conduct for Business Partners. The texts of both of these Codes are available at www.messer.rs and can be downloaded from there. Both of these Codes implies compliance with all relevant positive regulations and is based on ten principles of the United Nations Global Compact in relation to human rights, labour standards, environmental protection and the suppression of corruption, which expects respect and application of the same principles from its Customers and other business partners. Any forms of bribery and corruption, child and forced labour are unacceptable. Efforts being made to improve the environment and occupational health and safety at work of employees, gender equality, protection of competition and business operations in the manner of honest and good businessmen are highly respected. In case it is determined that a business partner does not comply with these rules, it is entitled, if he/ she does not correct the same behaviour after a reminder, without any harmful consequences for itself, to terminate further cooperation with such a business partner on the day of giving him/ her a written notice in this regard.

The Seller and the Buyer can appear as a controller or/ and processor of the personal data of the Buyer, i.e. of the Buyer's employees or vice versa, in accordance with the Personal Data Protection Act of Republic of Serbia. The Seller and Buyer will keep records, i.e., only process personal data that is necessary, legal and appropriate, will store the data only for the stipulated period, ensure appropriate data protection, treat them confidentially, and allow the persons whose data are processed access to the same and other rights in accordance with provisions of the Personal Data Protection Act of Republic of Serbia or GDPR if applicable.

VALIDITY OF THESE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall apply from the date of their publication on the Seller's website and at the Seller's sales points and shall be valid until their cancellation.