

## CERTIFIED TRANSLATION INTO ENGLISH

### General Terms and Conditions of Purchase - Messer Tehnogas AD



Unless otherwise agreed in writing, purchase orders and contracts by MESSER TEHNOGAS AD Belgrade, as a buyer of goods or services, are based on the following general terms and conditions:

#### 1. Purchase order

- a) The supplier is obliged to strictly comply with the buyer's requests; the supplier is obliged to explicitly indicate any possible deviations from the buyer's requests.
- b) The supplier's offers are considered binding. Such offers must be complete, detailed and must contain essential elements of the contract, so that a contract can be concluded upon their acceptance.
- c) The contract is considered concluded when the supplier receives the buyer's declaration that the buyer accepts the offer. These General Terms and Conditions constitute an integral part of every contract.

#### 2. Placing and confirming a purchase order

- a) Purchase orders or requests will be valid only if they are in written form. Requests submitted in any other form will only be effective if made as a written purchase order. The supplier is obliged to confirm each purchase order within 3 working days from the day of receiving the purchase order. Additional arrangements will be valid only after their written confirmation by the buyer.
- b) The supplier's terms and conditions of business will be accepted only to the extent that they are not in contravention of these terms and conditions of purchase and if they do not limit or violate the legal rights of the buyer. This also applies in cases where the buyer fails to express disapproval of other conditions or accepts the shipment without any objections. The execution of the purchase order shall be deemed acceptance of these terms and conditions of purchase by the supplier.
- c) The supplier is responsible to the buyer for complying with contractual obligations, including being responsible for the actions of its subcontractors as if they were the actions of the supplier itself. The supplier cannot perform contractual obligations through third parties without the prior written approval given by the buyer.
- d) If the supplier does not confirm the purchase order within 3 working days of receiving it, in written form, the buyer has the right to cancel the purchase order and to notify the supplier of that in written form.
- e) These terms and conditions of purchase also apply to future business transactions with the supplier.

#### 3. Delivery term

- a) Date of delivery of goods specified in the purchase order is binding. The receipt of the shipment at the destination specified in the purchase order is relevant for meeting the delivery deadline.
- b) If the supplier considers that delivery within the given time limit is not possible, either partially or completely, the supplier is obliged to immediately submit a written notification of the delay, stating the reasons and the expected duration of the delay. The buyer's rights remain unchanged.
- c) If the supplier does not fulfill the obligations within the agreed delivery period, the supplier will be liable towards the buyer in accordance with the legal regulations.
- d) In case of delayed delivery, the buyer has the right to demand payment of a penalty in the amount of 1% of the value of the purchase order for each week of delay, with the maximum amount of such penalty not exceeding 10% of the value of the purchase order. The buyer retains all other rights guaranteed by the law. Penalty amounts will be deducted from invoices for goods. The buyer is obliged to inform the supplier that the buyer reserves the right to a contractual penalty at the latest after the first payment! Invoices following late delivery.
- e) In case of delivery of goods before the agreed deadline, the buyer reserves the right to return the shipment at the expense of the supplier. If, the goods are not removed in the case of delivery before the agreed deadline, the shipment will be stored by the buyer at the risk and expense of the supplier. In case of delivery of goods before the agreed deadline, the deadline for payment remains unchanged.
- f) Delivery of goods or services must be complete, which implies the delivery of all necessary instructions for the use of spare parts, certificates, guarantees, etc. Partial deliveries of goods will be accepted only with the prior express written consent of the buyer. In case of partial delivery, the remaining quantity to be delivered must be

specified in the delivery note.

- g) The supplier may refer to the absence of documentation that should be submitted by the buyer if the supplier previously sent a written warning and did not immediately receive the requested documentation.

- h) Delivery items that must be installed in the buyer's equipment and facilities will be accepted when the installation has been performed according to the contract and the trial run has been successfully completed.

#### 4. Takeover

The delivery of goods is carried out according to the agreed delivery terms, and in the case of using transportation clauses - INCOTERMS 2010 are applied. There must always be a written proof of performed delivery and/or takeover of goods or services.

Delivered goods that must be installed in the buyer's equipment or plant will be taken over after the installation has been performed according to the contract and after a successful test run, which is mpted in the record.

#### 5. Warranty

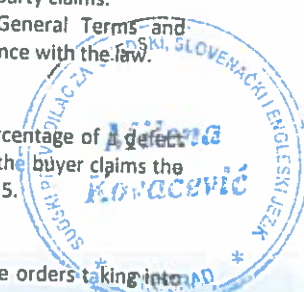
- a) The supplier guarantees that the delivered goods do not have defects that reduce the value of the goods, their usability, that there are no hidden defects, and that they do not violate the contractual or guaranteed conditions.
- b) The obligation to check the received goods and the deadline for notifying any defects in the same, in all cases — regardless of whether the shipment was previously transferred to the buyer's possession or delivered through a forwarder, carrier or other intermediary — will become valid only when the shipment arrives at the receiving center specified in the purchase order. The deadline for notifying the defects begins from that moment and lasts for one month. The buyer does not lose the entitlement to claim a defect even if the buyer has not fulfilled the obligation to inspect the object without delay, or the obligation to inform the seller about the existence of a defect within a certain period, as well as when the defect became apparent only after the expiration of the deadline for notification, if that the defect was known to the seller or could not have remained unknown to the seller.
- c) The supplier will bear responsibility for all defects in the delivered items that occur within 12 months of receipt, unless a longer period is provided for by the applicable regulations for specific items, as well as for construction and similar works for which the warranty is 24 months from construction or installation of the delivered item, and no later than 36 months after delivery. Regardless of any other legal rights, the buyer may request the removal of defects or the delivery of replacement goods without defects. In urgent cases or if there is a delay in removing defects or delivering replacement goods without defects, the buyer can independently remove defects or can obtain goods without defects from another supplier at the supplier's expense. Non-expeditious delivery or installation in accordance with the agreed rules will also be considered as a deficiency. In that case, the supplier has no right to object to the selection of another supplier and the price of the goods or services.
- d) The risk and costs of disassembly and redelivery of rejected goods shall be borne by the supplier. Replacement goods must be delivered and installed at the supplier's risk and free of charge at the place of use of the same. The warranty period for a replaced or repaired item starts running again from the day of delivery or installation.
- e) The supplier must not violate the rights of third parties and is obliged to indemnify the buyer against all possible third-party claims.
- f) Unless expressly stated otherwise in these General Terms and Conditions, the supplier shall be liable in accordance with the law.

#### 6. Validity term

If the buyer has notified the supplier of the percentage of defects within the warranty period and in written form, the buyer claims the right to the warranty period referred to in Article 5.

#### 7. Accident prevention

The supplier undertakes to execute the purchase orders taking into



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account all applicable regulations governing safety and accident prevention, as well as to ensure the necessary safety measures. In addition to the mentioned instructions, special instructions issued by the buyer or issued by the buyer's clients must be taken into account during delivery or installation. The supplier is obliged to check whether such instructions exist and to get acquainted with the content of such instructions before delivery or installation of the items. If the total price of the purchase order does not include possible protective devices, the supplier must inform the buyer thereof.

**8. Trademark**

During the delivery of goods or services, the supplier is obliged to refrain from violating patent rights, copyrights, and third-party trademarks, both in the country and abroad, or in connection with the delivery or use thereof.

**9. Invoicing and payment**

An invoice must contain the buyer's purchase order number and must be sent by regular mail to the following address:

MESSER TEHNOGAS AD  
Banjički put 62  
11090 Belgrade

The buyer is obliged to make the payment according to the terms of payment specified in the purchase order or in the contract

The transfer of claims to third parties can only be done in writing, subject to the prior written consent of the buyer.

Payments will not be construed as a confirmation of receipt or completeness of receipt and correctness of goods or services and will not include a statement that the shipments have been received in accordance with the contract.

**10. Documentation**

- a) At the buyer's request, the supplier is obliged to provide the buyer with plans, diagrams, authorizations, and other accompanying documentation related to the delivered item, and for the purpose of access and takeover of the item by the buyer and is obliged to deliver the same in the required quantity after the inspection performed by the buyer. Also, at the buyer's request, the supplier is obliged to provide documentation on spare parts, which relates to crucial spare parts, and which contain enough information to enable the buyer to order replacement parts. The buyer undertakes to make this documentation available to third parties only to the extent that it is necessary for obtaining replacement parts, finishing, repairing, or reselling the delivered item.
- b) Documentation, models, forms and tools of the buyer — even if they were produced by the supplier for the account of the buyer — become i.e. they remain the exclusive property of the buyer and must be returned to the buyer, without the need to request it, in a condition that allows further use, together with the last outstanding delivery. The supplier's right to retain said items is excluded. Such items may not be made available to third parties and may not be used by the supplier for the benefit of third parties or for its own purposes and may not be used for commercial purposes. The supplier is obliged to inform its staff about this in writing.
- c) In the sense of this rule, third parties are also all companies that sell the buyer's products, except companies within the Messer Group.
- d) These rules also apply to products, models and documents that were created as a product of the joint work of the buyer's company and the supplier's company or was changed at the suggestion or in cooperation with the supplier.
- e) The supplier and the buyer will be liable to each other for any damage caused by the violation of any of the above rights.

**11. Method of sending the shipment**

- a) The method of sending the shipment is defined by the delivery terms in the purchase order or in the contract. Additional costs arising from the use of faster means of transport in order to shorten any delays on the side of the supplier are fully borne by the supplier.
- b) The supplier is obliged to indicate in the transport documents (bill of

lading, delivery note, waybill, etc.) the reference number, purchase order number and the address of the place of receipt. The supplier is obliged to deliver exclusively to the address specified for that purpose by the buyer.

**12. Insurance**

The insurance of goods or services is carried out in accordance with the offer and acceptance of the offer, i.e., in accordance with the applicable legal regulations if they are relevant for specific cases.

a) Coverage in case of truck transport:

Damage insurance and heavy cargo insurance must be obtained by the shipper or carrier at their own expense.

**13. Packaging**

The material in which the goods are packed must be adequate to the characteristics of the goods and legal regulations.

According to the Law on Packaging and Packaging Waste, the supplier is obliged to collect the waste resulting from the secondary or tertiary packaging of the buyer free of charge. The buyer can leave secondary or tertiary packaging waste directly at the place of purchase or return it at the expense of the supplier.

**14. Scope of application**

If one provision of these terms of purchase is or becomes invalid, the contracting parties will agree — without adversely affecting the validity of these terms in other respects — another replacement provision that reflects to the largest possible extent the economic intent of the business cooperation of the previous invalid provision. In addition, these General Terms and Conditions shall be subject to the latest version of the INCOTERMS, that is in force on the date of the purchase order or contract.

**15. Compliance**

By accepting these General Terms and Conditions, the supplier confirms that the supplier has harmonized its internal regulations, that the supplier complies with and applies them, with the principles of the UN Global Compact on Human Rights, Labor Standards, Environmental Protection and Corruption Suppression, and will request such compliance from its suppliers or contractors in an appropriate manner.

The supplier will not tolerate any form of bribery or corruption and will respect the prohibition of child labor and forced labor, respect the rights of its employees, and will comply with the applicable environmental protection regulations.

If the supplier violates the above principles in any way and does not remedy its behavior despite the buyer's request, the buyer may terminate or cancel the purchase order/contract without prejudice to any other rights of the buyer.

**16. Jurisdiction and applicable law**

In the event of a dispute arising from or based on the business of the Supplier and Messer Tehnogas, the parties will try to resolve it amicably. Failing that, the territorial jurisdiction of the Commercial Court in Belgrade having subject-matter jurisdiction is contracted for the resolution of the dispute, unless the applicable regulations provide for the mandatory jurisdiction of another court.

The provisions of the current Law on Contracts and Torts of the Republic of Serbia, as well as other relevant regulations, apply to the mutual relations between the Buyer and the Seller, with the exception of the application of the General Regulations for the Sale of Goods and the General Regulations for Construction.

In the case of foreign trade, the Supplier agrees that any dispute arising from business cooperation will be finally resolved by the Foreign Trade Arbitration attached to the Chamber of Commerce of Serbia with the application of its Rules. The venue of the Arbitration is in Belgrade. The language of the arbitration is English, and Serbian substantive law will apply. The decision of the Arbitration is final and

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enforceable. It precludes the application of International Rules on the sale of goods and services, as well as the conflict of regulations of different countries.

**17. APPLICATION**

**APPLICABILITY OF THESE GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions shall start to apply from the day they are published on the Supplier's website and shall remain valid until revoked.

CERTIFIED TRANSLATION INTO ENGLISH

-The end of translation-

I, the undersigned sworn-in court translator, appointed by the decision of the Ministry of Justice of the Republic of Serbia no. 760-06-197/2002-04 of October 02, 2002, certify hereby that this translation into English is fully true to the original text written in the Serbian language. My commission is permanent.

In Belgrade, October 17, 2022.

Kovačević Milena

