

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS
BY MESSER SLOVENIJA, d.o.o.**

§ 1

Introductory provisions

1. Messer Slovenija, d.o.o., Jugova ulica 20, 2342 Ruše (hereinafter referred to as MS), represented by its Director Valentin Ilievski, is an entity that procures goods and/or services or purchases goods and/or services.
2. These General Terms and Conditions for the purchase of goods by Messer Slovenija, d.o.o. (hereinafter referred to as the GTC) shall apply to all agreements for the supply of goods, agreements for the sale of goods and agreements for the provision of services to MS, and to all other agreements where title to any item is transferred, or any other title is transferred to MS.
3. The GTC shall form an integral part of the order placed by the MS.
4. The detailed regulations in the agreement between MS and the Supplier and the contents of the written order prepared by MS are above the GTC. No terms and conditions other than those set out in the agreement, the order or the GTC shall determine the legal relationship between MS and the Supplier unless expressly confirmed in writing by MS. MS shall not be bound by any standard contractual obligations or other terms and conditions imposed or applied by the Supplier. Even if MS receives such standard contractual requirements, it shall not treat them as an offer by the Supplier to sell/supply/offer services on the terms and conditions set by the Supplier.

§ 2

Definitions

References in the SPN to:

1. **Supplier:** means a natural or legal person or an unincorporated organizational unit, including a commercial legal enterprise, which provides services and/or supplies/sells goods to the MS.
2. **Goods:** means property ordered by MS from the Supplier in accordance with specifications for quantity, quality, and type, including title to any product or any other proprietary right.
3. **Services:** means any service or other act ordered by MS from the Supplier.
4. **Parties:** means the Supplier and MS.
5. The reference to "*Goods*" in the GTC also refers to the "*Service*".

§ 3

Orders

1. No offer by the Supplier shall constitute a cost or obligation for MS, even if the offer is requested by MS.
2. Any offer by the Supplier must be in full compliance with the MS's request. The Supplier shall clearly indicate any deviation of the quotation from the MS Demand.
3. The Goods must be supplied/services must be provided based on a written order from MS (including by fax or email), of which these GTC must form an integral part. The order shall be

binding if signed by persons who are authorized representatives of MS. Orders not given in writing shall be null and void.

4. The order must include at least the following information: the date of the order and the order number, the type of goods/services ordered with detailed specifications of the type of goods/services, the net price, the address where the goods/services are to be delivered, the basis for delivery, the time of delivery of the goods/services by MS, the form of payment and the terms of payment. In addition, if so requested, the order must contain other information, in particular the method and type of packaging, licenses and certificates.
5. Unless otherwise specified in the order, the Supplier shall accept the order within seven days from the date of placing the order. Failure by the Supplier to accept the order within the time limit shall be deemed to be an unaccepted order.
6. If the order is accepted, the Supplier shall immediately confirm in writing the terms and conditions of supply/performance of the services. Once the Supplier has confirmed acceptance of the order, the Supplier accepts the terms and conditions of supply/performance of the services in the order. The acknowledgement shall be marked on the MS Purchase Order by filling in the appropriate blanks on the Purchase Order and the document shall then be returned to the MS. MS shall not be bound by other methods of order acknowledgement. Until the order confirmation is received by the MS, the MS may cancel the order without consequences. The order acknowledgement must be signed by an authorized representative of the Supplier.
7. An order placed by MS may only be accepted without reservation unless MS agrees in writing to binding terms and conditions which differ from those in the order. In this case, a separate written agreement must be signed, otherwise the order shall be null and void.
8. The delivery of the goods/services ordered by the Supplier, in whole or in part, shall also be deemed to be an accepted order, without reservation as to the terms and conditions set out in the Purchase Order and the GTC.
9. If the Supplier, who is the sole proprietor or a partner in a civil partnership, is married, the MS must provide written consent of the spouse to enter the Contract seven days after the date of acceptance of the Purchase Order in the manner as described above. Failure to do so may result in the MS cancelling the contract within seven days of the expiry of the time limit for the submission of consent.

§ 4

Supply of goods and services

1. The goods must be supplied/the service must be performed in accordance with the MS Order.
2. The MS must designate an authorized person to receive the specific goods or services.
3. The goods/services must be delivered at the time and place indicated on the order and the supplier must use its own means of transport to do so.
4. The Supplier must immediately inform MS of any circumstances which may affect the punctual delivery of the goods/services, if there are delays. In this case, the Supplier must set a new delivery date, which shall be binding once confirmed in writing by MS. However, the above shall not relieve the Supplier of its obligations if it is unable to perform or performs inadequately.
5. The Supplier must send the details of the delivery of the goods/services by fax no later than seven days before the agreed date of delivery of the goods/services, specifying the order number, the method and date of dispatch and the unloading instructions.

6. Unless otherwise specified in the MS's order, deliveries by instalments shall be subject to the written agreement of the MS.
7. the Supplier accepts responsibility for any loss of or damage to the Goods and shall be fully liable for the Goods until they are delivered to the place specified in the order and until the receipt of the Goods has been signed by an authorized person of MS.
8. The Supplier may fulfil its obligations through a third party only with the written consent of MS, failing which the delivery shall be null and void.
9. the Supplier declares that the goods/services do not infringe any industrial property rights of a third party, as regards patents, trademarks, copyrights, or other similar rights. If any person brings a claim against MS for infringement of such rights, the Supplier shall be liable for all costs and losses that may arise in such a case, as regards the payment of penalties and the costs of legal proceedings.
10. Any legal restriction relating to the transfer of ownership of the Goods and/or Services to MS (including retention of title) shall be completely void, even if MS has no express objection.
11. All designs, drawings, designs, documents, technical documentation, or other property related to the performance of the Order, and any intellectual property rights related thereto, shall become the property of MS at the latest during the period of transfer of ownership of the Goods/Services to MS. The Supplier shall provide the above to the MS as soon as the MS so requests. In addition, the Supplier shall return to the MS any documents and/or other material provided by the MS to expedite delivery upon completion of delivery.

§ 5

Proof of delivery/performance of service

1. Unless otherwise stated in the Purchase Order, the Goods/Services shall be delivered under the DDP to the MS warehouse specified on the Purchase Order in accordance with the terms of Incoterms 2020 at the Supplier's risk and expense.
2. The Goods/Services shall not be deemed to have been delivered if any documents, including all required documentation and certificates, are not provided to MS. All documentation must be submitted with the Goods no later than the specified delivery date.
3. Separate documentation must be prepared for each good/service.
4. The certificate of receipt of the goods/service issued by MS in accordance with the provisions of this paragraph shall constitute proof of the fulfilment of the contract. The certificate of delivery of goods/services shall be issued in duplicate, with one copy each to the Supplier and the MS.
5. The signature of the bill of lading by a representative of MS shall not be a substitute for the acknowledgement of receipt of the goods/services and shall not be equivalent to confirmation that the goods have been received/service has been rendered without reservation and/or delivered in accordance with the Purchase Order.
6. The acknowledgement of receipt of goods/services referred to above must include at least the following information: name and address of the Supplier; order number; name of the person who placed the order; type of goods/services; quantity.
7. In case of doubt as to the proper performance of the Supplier's obligations, the Supplier shall, at the request of the MS, at the Supplier's sole expense, provide the following: analyses, tests, models, certificates of conformity, proof of inspection of the material or other documents as requested; and/or prove that the delivery has been made in accordance with the order. Until

the conformity of the supply to the Purchase Order has been confirmed, the supply shall be deemed not to have been made or the service shall be deemed not to have been provided.

8. The goods/service provided must be accepted by an authorized representative of MS.
9. The goods/service must be inspected by MS on receipt. The receipt of the goods/service, made after inspection, shall be the sole evidence that the goods/service comply with the terms and conditions of the Purchase Order, in accordance with Article 10 below. The Supplier shall have the right to participate in such acknowledgement of receipt at its own expense, but shall notify MS in advance, at the latest on the date of dispatch of the Goods.
10. If MS is unable to inspect the Goods/Services at the time of delivery, it shall report any defects and/or existing defects as soon as it becomes aware of them.
11. The only basis for issuing a VAT invoice shall be the receipt of the goods/services prepared after the above-mentioned inspection without any reservations by MS.
12. MS may refuse to accept goods more than the quantity stated in the order. The Supplier shall take delivery of the excess at his own expense and with his own transport. MS will inform the Supplier where the goods to be collected are located and when they can be collected. If the Supplier fails to take delivery of the goods within the time specified by MS, MS may store the goods at the Supplier's expense and risk and MS shall notify the Supplier accordingly.

§ 6

Payment for goods or services rendered

1. The MS may accept the invoice only if the Supplier has delivered the goods/services in accordance with the Purchase Order and has supplied all necessary documentation, and only after the MS has signed an acceptance certificate for the goods/services in accordance with Article 5 of the GTC.
2. Each invoice must include the legally required information, the order number and the name of the person who ordered the goods or services supplied.
3. The Supplier must notify MS in writing of any changes to its bank account. Failure to provide the information in a timely and appropriate manner shall not be prejudicial to MS, and shall not give rise to a claim for late payment interest by MS.

§ 7

Price

1. The price of the goods/services must be accepted in writing by both parties and confirmed in the order.
2. If the price is quoted in a foreign currency, payment must be made in euros at the mid exchange rate of the Bank of Slovenia on the day of invoicing.
3. Unless otherwise specified in the order, the price is fixed. If reference is made to the Supplier's price list, the price shall be the price on the date of the order. If the Supplier reduces the price, the reduced price shall apply.
4. The price referred to above shall be the net price plus VAT.
5. The price shall include all costs associated with the delivery of the goods/services to the address specified in the order, in particular the costs of dispatch, packaging, delivery, and insurance of the goods during transport, as well as the costs of plans, models, molds, etc., instructions for use and the costs of training an appropriate number of MS employees.

6. Unless otherwise agreed in writing by the Parties and provided that the invoice is submitted within seven days of the invoice date, the payment period for the goods/services supplied shall be thirty days from the invoice date, provided that the invoice is correct in substance and form.

§ 8

Quality of goods/services supplied

1. The Supplier warrants that the goods supplied, and the service provided by him are his exclusive property, free from any encumbrances. Furthermore, it will be produced/performed in accordance with the latest standards, in particular in accordance with Polish laws and standards, with current technical know-how and with the utmost care. Goods and services must have all the material approvals and declarations of conformity required by law and must comply with the conditions of safe use (CE), as certified by the relevant documents. Goods must be new and of the best quality, and their characteristics must guarantee proper functioning, accuracy and correct and safe use, ensuring long-lasting use.
2. The Supplier warrants that its goods and services are suitable for use by MS.
3. MS shall be legally entitled to a guarantee against physical defects in accordance with the applicable legal provisions. The warranty shall be valid for one year from the date of service/acceptance of the goods.
4. The Supplier warrants that it holds all licenses, certificates, approvals, and other documents necessary for the proper and lawful performance of its activities required for the proper performance of its duties towards MS.

§ 9

Goods/service quality guarantee

1. The Supplier shall provide MS with a guarantee of the quality, suitability and reliability of the services/goods supplied by the Supplier for a period of two years from the date of service/receipt of the goods, unless a longer period is agreed in writing by the Parties, otherwise the longer period shall be null and void and of no effect. The following provisions apply to the Services.
2. All costs incurred by MS in enforcing rights relating to the warranty shall be borne by the Supplier.
3. The Warranty Card must be received by MS at the latest upon delivery of the Goods/Services, subject to the proviso that the Warranty Card shall not specify terms of warranty that are less favorable than those described in these GTC, unless MS agrees to the less favorable terms, which must be expressly confirmed in writing, otherwise the agreement shall be null and void. Terms of the Warranty Schedule which are less favorable than those described in these GTC, and which are not agreed in advance as described are unacceptable to MS. The Supplier's failure to provide a warranty certificate shall not relieve the Supplier of its obligation to warrant MS. In such case, the warranty conditions described in these GTC shall apply.
4. During the warranty period, the Supplier shall be obliged to remedy physical defects in the goods as described above, and shall therefore remedy free of charge any defects or malfunctions which have occurred in the handling of the delivered goods, and shall replace free

of charge any parts which have broken down during the warranty period, but this shall not apply to consumables (fuses, batteries, wires, power supply).

5. The Guarantor - Supplier: must, at the MS's option, remedy physical defects in the Goods (repair) or deliver the Goods free from defects within a maximum of seven days from the date of the MS's written notice if the defects occur within the period specified in the guarantee.
6. If a defect or malfunction of the Goods occurs, the Supplier must remedy it within two days of the date on which MS notified the Supplier of the defect or malfunction.
7. The defect/malfunction must be rectified at the place where the Goods were located at the time the defect occurred. If this is not possible, the Supplier must transport the Goods at its own expense and risk to a place where the defect/fault can be rectified. As soon as the defect has been rectified, the goods must be transported back to the place where the defect occurred at the Supplier's expense.
8. The Supplier undertakes to remedy the defect or defects within five days of the date on which it was due to commence remedying them. In the event of reasons beyond the Supplier's control where the defect or malfunction cannot be rectified within the time limit as described in the preceding paragraph, the Supplier shall immediately notify MS in writing and propose a new time limit within which the defect or malfunction will be rectified, which time limit shall not exceed a further fourteen days from the original date of notification of the defect or malfunction. This time limit shall be binding with the prior written agreement of MS.
9. If the Supplier is unable to remedy the defect or failure within the period specified or remedies the defect or failure in an inadequate manner, MS may, at its sole discretion, carry out the necessary repairs at the Supplier's expense and risk and at the same time invoke the right to a guarantee, or terminate and rescind the Contract forthwith. MS shall have the right to withdraw from the Contract within forty-five days of the expiry of the time limit within which the Supplier should have remedied the defect/defect in accordance with the provisions described in Article 5 or 8 of these GTC or within forty-five days of the date on which MS becomes aware that the defect/defect has been improperly remedied by the Supplier.
10. In the event of delay in rectifying the defect or malfunction during the warranty period, the Supplier shall pay to MS a liquidated damages penalty equal to 2% of the value of the agreement for each day of delay after the expiry of the period for rectifying the defect or malfunction.
11. The warranty period shall start again when the physical defect is rectified (repaired).
12. The Supplier shall use its best endeavors to ensure the normal operation of the MS plants and to avoid interruption of work and/or production. Any additional costs/losses that may arise because of disrupted work and/or production shall be fully reimbursed by the Supplier to the extent that the Supplier has contributed to the incurrence of such costs.

§ 10

Penalties for non-compliance/inadequate compliance with orders

1. If the Supplier fails or is unable to perform the order within the agreed time, MS may, at its sole discretion, cancel the order (in whole or in part), require substitute performance of the supply (in whole or in part) or withdraw from the contract. MS shall have the right to withdraw from the contract forty-five days after the expiry of the time limit within which delivery should have been made or forty-five days after the date on which MS becomes aware that the order will not be performed within the agreed time limit. If MS withdraws from the Contract, it may charge the

cost of substituting the delivery of the order to another Supplier. However, the foregoing shall not relieve the Supplier from liability for failure to perform or inadequate performance of its duty.

2. The Supplier shall pay a liquidated damages penalty of 2 % of the value of the order for each day of delay until the delivery has been made in full.
3. If the goods/services supplied do not meet the conditions set out in the order, MS may, at its sole discretion, withdraw from the contract or request a reduced price or request the supply of goods/services which fully comply with the order. If MS requests the supply of goods/services which are in full conformity with the order, it shall return the goods to the Supplier and the Supplier shall, depending on MS's requirements, either supply goods conforming to the order and bear all transport costs in both directions or MS may not charge for such supply and shall bear all losses and/or costs incurred by MS. If MS withdraws from the Contract, it may do so within forty-five days of the date on which it became aware that the goods/services did not meet the conditions set out in the Order.
4. If the Supplier provides inadequate services or services which do not comply with the order, MS may require the Supplier to change the way in which the services are provided. If, after ten days following the said request by MS for modification, the Supplier still fails to perform the Services in a manner consistent with the Order, MS may, at its sole discretion, terminate the Contract and/or engage another party to perform the Services at the Supplier's sole cost and liability. MS may exercise its right of withdrawal within forty-five days after the expiry of the unsuccessful period of ten days specified for the change in the manner of supply of the Service.

§ 11

Confidentiality and non-disclosure agreement

1. The Parties undertake not to divulge any confidential information of which they may become aware during their cooperation.
2. The confidentiality and non-disclosure agreement shall always apply to the Parties both during the cooperation and after the termination of the cooperation.
3. The Parties shall understand confidential information primarily in the sense of trade secrets, which shall include technical, technological, or organizational information about the company, or other information of commercial value, which is not disclosed to the public, in respect of which MS has taken the necessary measures to ensure confidentiality. In addition, the prices of the Goods, the values of the transactions between the parties and other information and/or documents provided by MS which are necessary for the proper delivery shall also be confidential information for the Customer.

§ 12

Compliance, curbing corruption, and bribery

1. The relationship between MS and the Supplier is based on high standards of integrity set by applicable laws and regulations. MS expects all Suppliers to meet these requirements by actively supporting and adhering to Messer's values and principles as set out in Messer's Code of Conduct, which outlines the key elements that are most important to Messer in its business relationships.

2. The Supplier warrants that it will (i) not permit any form of corruption or bribery and (ii) not engage in any form of corruption or bribery, including any facilitation payment or other benefit to any government official, for the purpose of influencing decision-making in violation of the law.
3. the Supplier always agrees that in connection with the Contract and during the term of the Contract, it will (i) observe and (ii) take reasonable steps to ensure that its subcontractors, agents, or other third-party persons working for it or under its influence comply with all the principles of the Messer Code of Conduct and applicable laws and regulations relating to:
 - mandatory working conditions;
 - export and trade sanctions;
 - environmental protection;
 - antitrust and cartel activities.
4. MS wants Suppliers to adopt a continuous improvement approach to achieve the key elements of the Code of Conduct. If instances of non-compliance arise, the MS and the Supplier must find ways to remedy the non-compliance, provided that the MS receives an offer from the Supplier to remedy the non-compliance within a reasonable period.

§ 13

Final provisions

1. No reference to the Supplier's quotations or proposals shall constitute an approval or acceptance of the terms and conditions contained herein, in whole or in part, unless such terms and conditions have been expressly accepted in the order issued by MS.
2. The Supplier shall comply with all internal rules and procedures applicable at the MS plant. The Supplier shall be solely responsible for making itself aware of such rules and procedures.
3. All changes in the legal relationship binding on the Parties and amendments to the SPN shall be submitted in writing or shall be null and void.
4. If any provisions in the GTC and/or the Contract and/or the Purchase Order become invalid, the validity of the entire legal relationship between MS and the Supplier shall not be affected, unless the Parties would not have accepted the agreement without such provisions and shall explain and justify in writing that the invalid or ineffective provisions are those which protect their legitimate interest and that, despite their best efforts, they could not have foreseen such loss. If any provision in the GTC and/or the Contract and/or the Order becomes invalid or ineffective for at least one Party, the Parties undertake to take the steps as described below:
 - a) They must act with the intention to change the wording in this GTC and/or the Contract and/or the Order to make the invalid or ineffective provisions effective;
 - b) If such modification is not possible, the Parties accept that the invalid or ineffective provisions should be excluded from the legal relationship between them, and shall implement the remaining provisions in these GTC and/or the Contract and/or the Order in accordance with their wording and accept the new provisions, which will enable them to fulfil their respective obligations in accordance with their respective objectives and common purposes at the time of entering into the agreement, and, consistent with the protection of their legitimate interests, adopt such new provisions as will enable equivalent and comparable measures of protection and security to be implemented;

- c) If they are unable to adopt new provisions for this GTC and/or the Contract and/or the Order according to the principle set out in paragraph b), the relevant statutory provisions shall apply in place of the invalid or ineffective provisions.
- 5. Matters not provided for herein shall be governed in accordance with the applicable provisions of law. The legal relationship between the parties shall be governed by Slovenian legislation. All disputes shall be settled by the competent court of the place of registration of the company MS.
- 6. The assignment of all claims arising out of the legal relationship between the Parties shall require the consent of the other Party in writing, otherwise it shall be null and void. MS shall have the right to assign its rights to any entity of the Messer Group without obtaining consent.
- 7. In accordance with Article 6 of the United Nations Convention on the International Sale of Goods of 11 April 1980, the Parties exclude the right to apply that Convention to the legal relationship between them.