

Messer Vardar Tehnogas (MVT)

General Terms and Conditions for Gas Supplies

1. General

1.1. Conclusion of contract, Contractual Language

1.1. All supplies by MVT shall be exclusively governed by the Macedonian version of following General Terms and Conditions (GTC). Deviations from them as well as any supplementary agreements with the customer shall only be valid if confirmed in writing by MVT. Declarations made to MVT must be in writing (also by fax) to be legally binding. Upon placement of an order with MVT, however latest upon acceptance of our delivery, our GTC shall be deemed accepted by the customer. The prevailing language for the contractual relationship with the customer is Macedonia. This translation of our GTC into the English language, in addition to the Macedonian language (www.messer.mk), is merely done for Customer's convenience (1.7).

1.2. Terms and Conditions of the customer will not be accepted, unless otherwise expressly agreed in writing. No special objection to the GTC of the customer by MVT is required.

1.3. Verbal orders and agreements as well as verbal ancillary agreements and assurances must be confirmed in writing by MVT to be valid and binding.

1.4. Special conditions granted to the customer shall only apply if the customer duly fulfils his contractual obligations. If the customer fails to fulfil them, MVT shall be entitled to cancel the special agreements with immediate effect and to claim retrospective payment of additional amounts.

1.5. If goods are ordered electronically, we will confirm the receipt of the customer's order. However, the confirmation of receipt does not constitute a binding acceptance of the order.

1.6. If individual provisions of these Terms and Conditions are invalid, the validity of the remaining provisions and the contracts concluded on their basis shall not be affected. 1.7. Where reference in these Terms and Conditions is made to the price list, it shall mean the price list as posted by MVT and applicable on the date of delivery.

2. Prices, terms of payment, reservation of title

2.1. Our prices are net prices ex works and exclude the statutory VAT. If no price is indicated in individual cases, the price shall be calculated pursuant to the current price list (1.7). In the case of 'ex-warehouse' deliveries, the applicable warehouse surcharge will be charged. The gases including their containers will be shipped ex works or ex warehouse (= point of delivery) at the customer's cost and risk; likewise, empties will be shipped to the point of delivery at the customer's cost and risk.

2.2. The purchase price shall become payable without deduction immediately upon delivery of the goods or services, unless special terms of payment have been agreed upon in individual cases. Without prejudice to a term for payment granted, MVT shall be entitled to perform all deliveries still outstanding only in return for immediate cash payment if the customer defaults in payment of any amounts due or MVT becomes aware of circumstances which suggest that the customer's financial situation has materially deteriorated after conclusion of the contract. In addition, the terms of payment set out in the price list, and/or, in the case of a special agreement on the invoice, shall apply.

2.3. If the customer defaults in payment of any indebtedness to MVT when due, statutory default interest will be charged. In addition, the customer shall reimburse MVT for any reminder fees and collection costs incurred in so far as they are necessary for bringing appropriate legal action. If payment by instalments has been agreed, MVT shall be entitled to demand immediate payment of the entire debt outstanding (loss of right to pay by instalments) if the customer fails to pay instalments or ancillary claims in time.

2.4. The customer may set off his claims against claims MVT has against the customer only if these counterclaims have been accepted in writing by MVT or if they have been established by

a court judgement.

2.5. The gases supplied by MVT and any accessories sold with them shall remain the property of MVT until the purchase price and all ancillary claims have been fully paid. The gas cylinder in which the

gases are supplied shall always remain the property of MVT.

3. Delivery

3.1. Stated delivery periods are approximate and not binding, unless they have been expressly agreed upon as having binding force. Partial deliveries shall be permissible. 3.2. If delivery/performance by MVT (or its sub-suppliers) is delayed for reasons not attributable to MVT, and in the event of force majeure and other unforeseeable events that cannot be avoided by reasonable measures, such as strikes, breakdowns, disruption to traffic and acts of government authorities, the obligations of delivery and acceptance shall be suspended for the time and to the extent the cause of noncompliance continues and the delivery period shall be extended accordingly. Where such delays last for more than 3 months, the customer and MVT shall be entitled to withdraw from the contract. 3.3. If MVT has committed itself to adhere to a specific deadline and failed to comply, the customer may only withdraw from the contract if it has granted MVT a grace period of at least 14 days in writing and that period has expired with no action having been taken by MVT. The customer shall not be entitled to claim damages for non-performance or default if the ensuing damage has not been caused intentionally or gross negligently by MVT and/or an point of delivery. Compensation for lost profit and other purely financial losses is not being granted.

4. Warranty

4.1 The customer shall notify us in writing of any defects specifying them immediately upon receipt of delivery; hidden defects shall be notified to the appropriate point of delivery immediately after they have been identified; otherwise, the goods shall be deemed accepted and free from defects. In that case, the customer shall not be entitled to pursue any claims, including the claim to avoid the contract on account of mistake. In the event of defective deliveries in gas cylinders and/or in the event of faulty gas cylinders, the gas cylinders concerned shall be marked by a tag to be affixed to the gas cylinder valve below the cap specifying the exact address of the customer and the reason for the complaint and returned immediately in an unchanged condition to the point of delivery for inspection by MVT. Gas cylinders appearing to be defective must not be used. Complaints raised in other ways cannot be taken into account for operational reasons. 4.2. If gas supplied is defective or if the gas supplied deviates from that ordered in terms of type or quantity, MVT will -at the customer's choice -either provide for its replacement or credit the customer's account. 4.3. The warranty period shall be 6 months from the time of delivery. The right to charge MVT retrospectively for damage shall expire six months after delivery by MVT, after which MVT shall cease to be liable under any duty to provide compensation retrospectively. Complaints shall not entitle the customer to withhold the entire, but only half of, the purchase price for the defective delivery but only until the defective delivery has been replaced.

5. Liability

5.1 The liability of the seller is limited only to the actual and direct damages, the same for one case or more cases together during 1 (one) year, and in no case can it be greater than 20,000.00 EURs.

5.2 Any further liability of MVT is excluded. In the case of damage caused by ordinary negligence, MVT will not be responsible for damages incurred during the delivery of the item, lost earnings or other financial damage.

5.3 The customer shall comply with the regulations governing the use of gases as well as with the generally accepted technical rules and bear the related risks by taking out adequate insurance. The customer is aware of the risks typically

related to the use of gases and agrees to use them at his own risk.

He is also aware that property damage may occur as a result of unforeseeable and atypical risks, in particular misuse by third parties. Where the customer is entitled to insurance pay out for any damage incurred, these shall be fully credited to any claim for damages raised against MVT.

5.4. MVT expressly points out that no product liability insurance exists for goods used in safety-related areas of the aeronautical and aerospace and atomic industries (exclusion of cover). Any use of MVT gases in the aforesaid industries shall therefore be at the customer's own risk. MVT's liability for property damage and pecuniary losses in this context are therefore excluded, unless MVT is proven to have acted intentionally.

6. Quantity

Markings of quantities of compressed/liquefied gases refer to the condition of the gas at +15 C and 1 bar; "m3" refers to a gas condition of +15 c and 1 bar. All bottles returned to the place of delivery will be emptied into the atmosphere by security reasons.

7. Place of fulfillment, applicable law All disputes arising from this contract will be resolved by the Basic Civil Court Skopje. In addition, MVT is authorized to file a lawsuit against the Client in the General District Court

jurisdiction (seat of the defendant). Macedonian law will be applied, and they will not take into account the United Nations Sales Convention. In the event of a dispute interpretation of these OUs, the Macedonian version will take precedence.

8. Data protection:

The provided data will be processed by MVT according to the applicable protection law of personal data. MVT's privacy notice can be downloaded from the official website (messer.com.mk)

II. Additional special terms and conditions for gas supplied in gas cylinders and the granting of use of gas cylinders and pallets

1. Returnable gas cylinders and returnable pallets

1.1. Pallets and gas cylinders of MVT may be used by the customer only for using gas fillings purchased from MVT and shall remain the property of MVT. The customer shall always disclose MVT's ownership of these pallets and gas cylinders to third parties. Any other use is – also for safety reasons –not permitted.

1.2. The customer shall be liable for the use of the gas cylinders/pallets in accordance with the applicable safety standards and technical rules from their delivery to their return to the point of delivery. He is obliged to inform the point of delivery about any losses, internal contamination and other damage to gas cylinders/pallets as soon as they become known to him. Complained about Gas cylinder must be clearly marked. The customer shall be liable without fault up to the cost of replacement for missing, contaminated or other damaged parts of the gas cylinders/pallets as well as for unusable and not returned gas cylinders/pallets. Gas cylinders/pallets may not be passed on to third parties, in particular for taking and/or filling gas without our prior written consent. After emptying them, the customer shall return the

gas cylinders/pallets immediately in good order at his own risk and cost to the point of delivery. The gas cylinders/pallets shall only be deemed returned if their return has been confirmed with a written receipt by the competent point of delivery.

1.4. If gas cylinders/pallets are not returned to the point of delivery within the period stated in the applicable price list, MVT shall be entitled to charge an overtime surcharge in accordance with the current price list. The compensation for use and the overtime surcharge will be charged until the day of return of our gas cylinders/pallets.

1.5. The customer agrees to inform Messer immediately in writing of any change of address. As long as MVT has not been informed in writing of a new customer delivery address, **all** deliveries will be made to the last delivery address

communicated to MVT, with the understanding that the goods have been delivered correctly.

1.6. Violations by the customer of the above terms of use, including the compensation for use, entitle MVT to take back the gas cylinders/pallets supplied and release MVT from any obligation to supply additional gas cylinders.

2. Customer's gas cylinders

Unless otherwise agreed, gas cylinders owned by the customer who are supplied to the point of delivery will be filled by MVT and delivered to the customer at the customer's own risk and cost. MVT will charge an 'own cylinder surcharge' in accordance with the price list for filling gas cylinders of the customer. The customer expressly agrees that the filling plants who take delivery of gas cylinders accordance with the current legislation before filling them, will do so at the cost of the customer. The customer's gas cylinders must be marked with the name of the cylinders' owner; otherwise, MVT accepts no liability for their proper return, unless the customer proves that MVT has acted intentionally. If the customer fails to pick up his gas cylinders after delivery to us within the period specified in the current price list, MVT shall be entitled to charge storage costs in accordance with the current price list .