

General Terms and Conditions for Sale of Machinery & Equipment and performance of Technical Services

1. General Scope, Offers, Conclusion of Contract

1.1 These general terms and conditions shall apply to the sale of machinery and technical equipment (in the following "Machinery and Equipment") by the Messer Vardar Tehnogas DOOEL (in the following "MESSER") and to the performance of technical services related to installation, commissioning, maintenance and repair of Machinery and Equipment (in the following "Technical Services"). Deviating general terms and conditions used by the customer may only be deemed as accepted to the extent as they do not contradict to these general terms and conditions and relevant rights of the customer granted by law have not been extended to the disadvantage of MESSER. This shall even apply if Messer does not explicitly contradict to its contractual partners' general terms and conditions or deliveries are performed although MESSER has not expressly objected against such deviating general terms and conditions.

1.2 MESSER's offers are non-binding unless expressly marked as binding. Written and oral orders and declarations as well as oral side agreements and covenants will become binding through MESSER's written confirmation only. In the event of immediate delivery, the order confirmation may be substituted by the delivery of the goods. Contractual obligations shall be deemed agreed only if documented in writing. Changes and amendments to the contract require written form. The same shall apply to any waiver of the requirement of written form.

2. Payment Terms, Prices

2.1 Payments of Machinery and Equipment shall become due with receipt of invoice and shall be paid in advance to the delivery. Deviating payment terms may be agreed between the parties in writing only. In any case MESSER may request before dispatch or handover of any unpaid goods securities for payment, such as performance of an irrevocable and confirmed letter of credit or the receipt of a bank guarantee issued by an internationally recognized bank. There shall be no obligation to handover any unpaid goods to the customer before receipt of any such requested securities.

2.2 Payment of Technical Services shall be due with receipt of invoice after performance of the agreed services. If Technical-Services are performed abroad, MESSER may at its discretion request either advance payment of the expected service compensation or performance of a bank guarantee in the same amount.

2.3 Unless otherwise stated in our order confirmation the prices are to be understood as ex works prices or, in case the parties have agreed on shipping from any other production location from the respective other production location. The ex works prices do not include cost for packaging and freight. Unless otherwise agreed between the parties MESSER will charge Technical Services at the agreed current daily rate and the actually accrued travel expenses. The customer shall bear additional costs of local accommodations, European style meals, local transport and any reasonable incidental expenses incurred locally or en-route.

2.4 The customer has no right of set-off, unless the customer's claims are approved by the relevant courts or acknowledged in writing by MESSER.

3. Packaging and Freight

3.1 In case MESSER has accepted to send the goods to the customer's premises MESSER will handover supplies properly packed to the carrier. Unless otherwise agreed, all goods will be dispatched uninsured. Costs of freight and freight insurance, if any, will be invoiced to the customer in addition to the ex works prices.

3.2 If MESSER has accepted sending goods abroad, MESSER will also handle the customs clearance in Macedonia. Import and transit regulations including any related costs shall be within the responsibility of the customer.

3.3 Insofar as machinery is over-large for shipment in one piece, MESSER may split the machinery system into different components for boxing.

4. Transfer of Risk

The risk of the supplies shall pass to the customer by the date of their leaving MESSER's premises. In case the parties have agreed on any other place of loading, the risk shall transfer with dispatch from such other location. If dispatch is delayed at the request of the customer or due to reasons within the responsibility of the customer, the risk of the supplies shall pass to the customer at the time originally foreseen for their dispatch. From this moment on, the supplies shall be stored on the account and the risk of the customer.

5. Retention of Title

5.1 MESSER retains title to all goods delivered until full payment. The customer shall not be entitled to sell or encumberance the goods before full payment without MESSER's written approval.

5.2 In case goods within MESSER's ownership become an essential part of another good which is regarded as the main good, then MESSER shall become proportional co-owner of this main good. The proportion of co-ownership shall be the same relation as the open invoice towards the customer compared to the market value of the main good.

6. Setup, Installation and Commissioning of Machinery and Equipment

6.1 Unless otherwise agreed, setup and installation of Machinery and Equipment at customers' premises is not part of MESSER's contractual obligations. Damages due to incorrect installation in contradiction to the installation instructions will exclude any warranty for the goods in as far as the goods have been damaged by the non-compliance with the installation instructions.

6.2 To the extent as MESSER is contracted for supervision of the commissioning of Machinery and Equipment at the customer's premises, MESSER's responsibility shall be limited to the following activities:

- a) To check obvious setup- and installation mistakes;
- b) To check if the utilities installed for the machinery complies with the minimum utility specifications required for the machinery;
- c) The supervision of the first start-up of the machinery; and
- d) The initial training of the responsible staff regarding use of the machinery, regular surveillance, maintenance and regular checks on proper performance of the machinery.

7. Warranty

7.1 Upon written request of the customer, MESSER will undertake at its expense to repair or replace non-conforming or faulty supplies or any parts of supplies. Any warranty claim of the customer is subject to the customer's examination of the goods after receipt and due notification of MESSER about the non-conformity in accordance with the applicable laws. It is within MESSER's discretion whether faulty parts will be repaired or replaced. Replaced parts shall become MESSER's property after replacement. Unless otherwise agreed, the customer shall send defective supplies or parts thereof back to the place of dispatch. Shipping costs will be borne by MESSER, unless the returned goods turn out not to be faulty. If subsequent improvements fail completely or in part, the customer may claim a reasonable reduction of price or declare the contract avoided. If, however, the defects are of such importance that they cannot be remedied within reasonable time and provided the supplies and services cannot be used for their specified purpose, or only to a limited extent, then the customer shall be entitled to refuse subsequent improvement.

7.2 Any further financial liability claims related to the delivery of faulty or non-conforming goods are limited to the contents as set forth in Chapter 8, provided that all legal prerequisites are fulfilled in accordance with the laws.

8. Liability

8.1 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.

8.2 The Seller shall not be liable for loss of net financial profit (lucrum cessans) such as loss of profit, lost opportunities and other indirect damages.

8.3 The Seller expressly states that its insurance policy against damage caused by defective products excludes compensation if the products are used in the aviation, aeronautics and nuclear industries. Any use of the Seller's gases for those purposes is at the Buyer's own risk, so of course the Seller's liability in that context is completely excluded.

8.4 The stated limitations and exclusions of liability also apply to claims for compensation for personal damages or damages to goods used for security purposes from defective MVT products.

8.5 Limitations of liability also apply to legal representatives, workers or persons working on behalf of MVT.

8.6 MVT is not responsible for any damage that may occur if the Client does not comply with the legal regulations, and does not comply with the general terms and conditions. In the event that MVT suffers damage due to non-compliance with general regulations and laws and regulations, the client is obliged to reimburse the MVT within 30 days.

9. Data Protection

9.1 Messer works with personal data provided by customers. Personal data are information which concern a living individual who can be identified with the data.

9.2 The personal data provided by customers is used:
a) to deliver the agreed goods and to provide the agreed services;
b) for invoicing, account maintenance, inventory management, telemetry, statistical assessment and for internal accounting;
c) to check creditworthiness and prevention of abuse.

9.3 Messer will transfer personal data for data processing facilities working for Messer, and to affiliated companies, or forwarded to licensed business information services or attorneys.

9.4 If in Messer's view it is required by law or is in the interest of public safety and order, or the customer has consented to it, Messer will also provide personal data to government officials, public institutions or third parties.

9.5 Information to process the personal data of the customer is found in Messer's data protection declaration, which can be provided to the customer at any time upon request, and which can be downloaded from Messer's Internet site (www.messergr) at any time in its current version

10. Nothingness

The legal invalidity of any provision of these General Terms and Conditions or any contractual provision shall not affect the validity of the remaining provisions. The contractual partners will replace the invalid provision with a valid one that best suits the economic purpose of the contracting parties.

11 Force majeure

Force majeure means events and activities that occur independently of the will and influence of both parties, such as natural calamities and disasters, mobilization, war and martial law, general strike with one of the contractual parties, a decision by a competent state authority that prevents the fulfillment of undertaken obligations, pandemic, blockade of state and administrative borders/institutions, etc. The party affected by a case of force majeure is obliged to immediately and without delay in writing, securely notify the other party

about the occurrence of the case of force majeure and its assumed duration and to submit evidence from a competent authority. In the same way, it is obliged to notify the other party without delay about the termination of the case of force majeure.

12. Delivery by a third party

MVT's delivery and service obligations may be fulfilled by another company.

13. Jurisdiction and Enforcement

The Skopje Basic Civil Court will be responsible for resolving disputes. MVT can also file a lawsuit in the place of the client's registered office. The law of the Republic of North Macedonia will be applied. The application of the Convention on the International Sale of Goods is expressly excluded