

A) SUPPLY**A1. Publicity**

MESSERGAS - DISTRIBUIÇÃO DE GASES INDUSTRIAIS UNIPESOAAL, LDA. is a company with its registered office at Av. Dom João II, nº 20, 1º - 1990-095 Lisboa, registered with the Commercial Registry Office under the single registration and legal person number (NIPC): 507121589, Contact e-mail: info.pt@messergroup.com. Telephone: (+351) 21 79 42 551 (hereinafter "MESSER" or "SUPPLIER"). All gas supplies formalised in person by MESSER are subject to these General Conditions for the Supply of Bottled Gases (hereinafter the "General Conditions").

Deviating conditions suggested by MESSER's contractual partners (hereinafter referred to as "CUSTOMER") shall only be accepted if MESSER expressly confirms them in writing. Under no circumstances shall the fact that MESSER does not formally oppose the deviating conditions or the fact that MESSER delivers without contradicting them be considered as acceptance of the deviating conditions.

The intellectual and/or industrial property of the offer, in all its terms, and the information attached to it, as well as that of the containers being supplied and the elements, plans, drawings, etc. incorporated in or related to them, belong to the SUPPLIER, and their use by the CUSTOMER for purposes other than the fulfilment of the order is expressly prohibited, as is their total or partial copying or assignment for use in favour of third parties without the prior written consent of the SUPPLIER.

A2. Offer, Contract Formalisation, Prices

Offers made by MESSER are non-binding unless expressly stated to be binding. Verbal orders and agreements, as well as verbal agreements and guarantees of characteristics, only become binding if MESSER confirms them in writing. In the case of immediate delivery, confirmation of the order may be replaced by delivery of the goods. Contractual obligations arise exclusively from written contractual documentation signed by the Parties (hereinafter the "Contract").

Unless otherwise agreed, all supplies and services will be carried out in accordance with the latest MESSER price list in force on the date of the order.

All prices shall be understood to be "ex-works". Any potentially applicable surcharges and value added tax ("VAT") will be added to the agreed prices, in the applicable amount, in accordance with the legislation in force. In the event of surcharges imposed by national or international legislation relating to road, rail or inland waterway transport, these will be determined in accordance with the applicable tariffs. Any special measures that MESSER is required by law to take to ensure the safe transport of the goods covered by the Contract in road traffic shall be subject to the statutory delivery surcharge.

If special discounts are agreed, they will only be applied if the CUSTOMER duly fulfils their contractual obligations. Failure to fulfil these obligations entitles MESSER to cease applying the special discounts with immediate effect.

The weights, dimensions, capacities, technical specifications and configurations relating to the SUPPLIER's products included in catalogues, brochures, leaflets and technical literature are for guidance only and are not binding, except in cases where the SUPPLIER accepts a closed specification from the CUSTOMER, which must form part of the order documents. To this end, the CUSTOMER must comply with the specifications in the Safety Data Sheets corresponding to the gases requested in the order document, or by consulting them on the website:

A3. Property reservation

The gases delivered by MESSER shall remain the exclusive property of MESSER until the purchase price has been paid in full.

The risk is transferred to the CUSTOMER at the time of delivery. For clarification purposes and unless expressly agreed otherwise, the risk of accidental damage or deterioration of the gas or cylinders shall pass to the CUSTOMER upon delivery of the Products to the carrier. In the event of a delay in dispatch for reasons attributable to the CUSTOMER, the risk shall pass immediately to the CUSTOMER from the moment MESSER informs the CUSTOMER that the Products are ready for dispatch.

A4. Change in consumption

If the CUSTOMER's consumption varies significantly in relation to the quantities contracted, the SUPPLIER may adjust the economic conditions of supply according to the quantities actually consumed.

A5. Utilisation

The gases may only be used for the purpose for which they were produced. Any other use is prohibited and is the sole responsibility of the CUSTOMER.

The products must be used in accordance with the guidelines set out in the safety data sheets available on the website: <https://www.messer.pt/fichas-produto>

A6. Transport and handling of gases

The CUSTOMER is responsible for transporting the gases, including containers, tanks and pallets, from the loading platform to the place of delivery (factory or warehouse), as well as transporting empty containers to the place of delivery. The CUSTOMER is responsible for loading and unloading in accordance with transport safety regulations, assuming

responsibility for loading and unloading, as well as the corresponding obligations. If loading assistance is provided, this will be at the CUSTOMER's risk.

The CUSTOMER will comply with the relevant risk prevention regulations for the handling of gases, in particular for their storage and transport. MESSER will keep the relevant standards available for consultation at its delivery sites.

A7. Third-party supplies

MESSER may fulfil its supply obligations through another company, provided that the latter complies with the safety conditions and, if this is the case, it must inform the CUSTOMER in advance.

A8. Payment terms

Payments are due upon receipt of the invoice, in accordance with the agreed conditions.

MESSER is entitled to charge default interest at the statutory rate in the event of late payment of the invoice.

In the event of the CUSTOMER's inability to pay, MESSER has the right to immediately suspend gas supplies if there are reasonable doubts as to the CUSTOMER's creditworthiness (e.g. on the basis of repeated non-payment by the CUSTOMER). In addition, MESSER may also demand payment in advance for the realisation of new supplies and prior to their execution, without prejudice to any previously agreed provisions. In the event of late payment by the CUSTOMER, MESSER has the right to suspend deliveries until outstanding debts have been settled.

The CUSTOMER may only offset MESSER's claims if the counterclaim is uncontested or if it has been confirmed by a final and binding decision.

A9. Orders

Orders must be placed sufficiently in advance and through the means made available to the CLIENT by the SUPPLIER.

In the case of orders below the minimum, the SUPPLIER may charge a surcharge, which consists of a percentage of the total value of the order.

If the CUSTOMER places an order and it is cancelled by the CUSTOMER before delivery, the SUPPLIER may charge the CUSTOMER.

If the CUSTOMER places an urgent order, the SUPPLIER will charge a surcharge for the urgent service.

If the SUPPLIER has to use a special means of transport to deliver the product, the additional cost may be invoiced to the CLIENT.

The SUPPLIER may establish a surcharge in the event of significant variations in transport costs.

A10. Invoicing

If the SUPPLIER agrees to enter the invoices on the CLIENT's electronic portal, the additional cost of this service will be invoiced by the SUPPLIER to the CLIENT.

A11. Medical gases

In order to guarantee the safety and good condition of the medical gases supplied, the CUSTOMER must properly manage the reception and storage of the containers on its premises, complying with what is described in the documentation and labelling that accompanies each container.

In the event of receiving or becoming aware of a quality complaint or an adverse reaction related to one of the medical gases supplied, the CUSTOMER must inform the SUPPLIER as soon as possible so that the relevant investigations can be carried out.

A12. Speciality gases

Orders for special gas mixtures cannot be cancelled more than 7 days after placing the order.

A13. Other services

If the SUPPLIER provides services not included in the Contract, these will be invoiced at the rate in force at the time the service is provided.

B) CYLINDERS**B1. Cylinders**

The CUSTOMER shall be liable for any damage to or contamination of the cylinders until they are returned to the place of delivery or until they are handed over to the carrier. If the CUSTOMER fails to return the cylinders or parts thereof or returns them in a condition that makes it impossible to restore them to working order by reasonable means, the CUSTOMER shall reimburse MESSER 75 per cent of the purchase price of new and similar cylinders or parts thereof, except if the CUSTOMER proves to MESSER that the resulting damage is significantly less. Failure by the CUSTOMER to pay the amount provided for in this clause shall result in the payment of default interest.

MESSER will charge the rental costs according to the latest rates indicated in the price lists available and published on MESSER's premises. Rental charges can be invoiced on an ongoing monthly basis.

In order to protect itself against loss, damage and contamination of the cylinders, MESSER may require the CUSTOMER to pay a security deposit as a precautionary measure, amounting to 75 per cent of the purchase price of similar new cylinders, at the time of placing the order or at a later date.

If there is any doubt about the location of the cylinder storage containers and to avoid paying additional hire fees, the CUSTOMER may leave the deposit with MESSER until the location of the containers has been determined. If the deposit for the containers has already been paid, it is sufficient for the CUSTOMER to declare in writing that they do not know the location of the containers.

Once the cylinder has been returned to the place of delivery, the security deposit will be returned to the CUSTOMER without interest, less the amount of the costs incurred by MESSER in obtaining a replacement cylinder and removing the damage or contamination. If the CUSTOMER does not return the packaging for which the deposit was paid within one year of payment of the deposit, MESSER has the right to retain the deposit permanently as compensation for damages. If the value of the security deposit is less than 75 per cent of the cost of purchasing new cylinders or similar pallets, MESSER has the right to claim the difference.

There is no right of retention for MESSER cylinders.

B2. Hire of containers, cylinders, tanks and pallets

The containers, cylinders and pallets rented from MESSER (hereinafter referred to as "Containers") are made available to the CUSTOMER exclusively for the use of the gases purchased from MESSER. For safety reasons, any other use is prohibited. After emptying, the Containers must be returned to their place of delivery, even if they have been delivered to the CUSTOMER in motor vehicles.

The CUSTOMER must immediately report any damage, internal contamination or loss of containers at the place of delivery. For the actual quantity of empty containers returned, the CUSTOMER will receive a return delivery note, without reference to ownership status. Empty containers are categorised with the corresponding CUSTOMER number until the delivery notes are entered into the computer system.

C) LIABILITY, WARRANTY AND CLAIMS

C1. Responsibility

MESSER is liable, in accordance with legal provisions, for damage caused by wilful misconduct or gross negligence.

Any other liability of MESSER for negligence not qualifying as gross negligence is limited to liability for material damage caused to the supplied object itself, as well as for physical damage. In particular, MESSER shall not be liable for loss of use, loss of profits or other financial losses.

The above limitations and exclusions of liability do not apply to claims for damages related to bodily injury or property damage caused to goods used primarily for private purposes that have been caused by defective MESSER products.

MESSER expressly declares that its product liability insurance policy excludes cover for products intended for safety-relevant purposes in the aviation, aeronautics and nuclear sectors (exclusion of cover). Consequently, all use of MESSER gases in the aforementioned sectors is at the CUSTOMER's own risk. MESSER's liability in this area is totally excluded.

Insofar as liability is limited or excluded, the same applies to all legal representatives, employees and auxiliary personnel working on behalf of MESSER.

C2. Limitation of liability

The mutual liability of the Parties, regardless of the legal basis of such liability, whether contractual or non-contractual, is limited to compensation up to the amount of the net turnover realised under the Contract during the 12 months preceding the date of the event, for all claims occurring during that annuity. Under no circumstances may the Parties be held liable for business interruptions and financial losses, such as loss of profits or revenue, payment of interest and other financing costs or loss of use.

The limitations of liability set out in this clause shall not apply to claims arising out of or in connection with:

- a) fraud, wilful misconduct or gross negligence;
- b) violation of guarantees, and
- c) any other mandatory liability to third parties that cannot be excluded by contractual agreement.

C3. Force Majeure

Force majeure is understood to be situations of an unforeseeable and unavoidable nature that occur independently of the will of the Parties, including, but not limited to: general or sectoral strikes, impossibility of supplying energy and/or raw materials, lack of essential supplies, situations of traffic interruption affecting transport or any other events of a similar nature. The scope of application of unforeseeable circumstances or force majeure extends to cases of war or rebellion, epidemics, hurricanes, earthquakes, fires, lightning, floods, etc.

In the aforementioned cases, the CUSTOMER and MESSER shall take steps to agree on the procedures to be adopted to resolve these situations, notifying the other party as soon as possible after the occurrence of the unforeseeable event or force majeure.

C4. Complaints

The CUSTOMER must examine the quantities of rented containers shown on the invoice to ensure their accuracy. Claims must be submitted in writing within one month of receipt of the invoice. Failure to object shall be deemed to be acknowledgement of the quantities indicated on the invoice. MESSER will inform the CUSTOMER of the consequences of failing to object by express reference in the invoice text.

The CUSTOMER must report defects in writing. Deliveries that are the subject of a complaint must be returned immediately to the place of delivery. Cylinders must be clearly labelled.

The provisions of the previous paragraphs shall apply mutatis mutandum to liability arising from the delivery of defective hired containers.

C5. Warranty

If the gas supply is defective or does not correspond to the type or quantity ordered, MESSER shall provide the CUSTOMER with a substitute for the quantity of the supply not conforming to the Contract, or release the CUSTOMER from the obligation to pay the purchase price. In the event of non-delivery of a substitute supply in accordance with the Contract, the CUSTOMER may cancel the supply or request an appropriate reduction in the purchase price.

Any claim under the guarantee is subject to examination of the supply by the CUSTOMER upon receipt, as well as reliable notification to MESSER of non-conformity in accordance with the applicable regulations. The guarantee remains in force for a period of 12 months from the date of delivery of the gas in question, provided that the gas without defects has a period of regular stability of at least 12 months. Otherwise, and without prejudice to the provisions of the previous paragraphs, MESSER will provide a guarantee for the period of regular stability of the gases.

In the event that the CLIENT is considered a consumer, the guarantee will be three years.

D) LEGAL

D1. Amendments to the contract

A written form is required for any revocation, amendment and addition to the agreed contractual conditions. The written form is also required to prove the revocation or waiver of the written form.

D2. Cessation.

Without prejudice to any other right or recourse that the Parties may have, MESSER may unilaterally terminate the Contract entered into in accordance with these General Conditions without any liability to the CUSTOMER if any of the following situations occur:

- (a) the CUSTOMER fails to pay any amount due and remains in default for more than seven (7) working days after having been notified in writing to make such payment; or
- (b) The CUSTOMER materially breaches the terms of these General Conditions or the terms agreed in writing with MESSER, unless the breach is remediable and is remedied within thirty (30) working days from the date of the notification to remedy the CUSTOMER's breach in writing. Once this period has elapsed without the default having been remedied, MESSER may terminate the Contract by notifying the CUSTOMER in writing and claiming the compensation that corresponds to it. If it is not possible to remedy the breach, the Contract shall be terminated upon receipt of written notification of the wish to terminate the Contract; or
- (c) the CUSTOMER repeatedly fails to comply with any of the terms of these General Conditions in such a way as to reasonably justify the opinion that its conduct is inconsistent with the intention or ability to give effect to the terms of the General Conditions; or
- (d) The CLIENT goes into voluntary liquidation, files for insolvency or in the event that this is requested by a third party, initiates special company recovery proceedings, becomes insolvent, or other equivalent situations.

In the event of termination of the Contract due to the occurrence of one of the aforementioned causes, the CUSTOMER shall immediately pay MESSER all outstanding invoices and interest relating to the services or products provided by MESSER.

D3. Protection of personal data

Processing of personal data of representatives of the Parties

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), the Parties shall process personal data as provided for in these General Terms and Conditions and in the Contract, in particular as independent data controllers, respectively, for the purpose of managing the maintenance, compliance, development, monitoring and enforcement of the provisions of the Contract. Thus, the legal basis for processing is the legitimate interest of the Parties in ensuring the performance of the Contract and these General Conditions, which accompany it.

The data will not be transferred to third parties other than those referred to in these General Conditions or in the Contract, except in cases where there is a legal obligation or following a judicial or administrative order to that effect. In any case, personal data may be transmitted to suppliers who provide services to the Parties in order to fulfil the aforementioned purposes related to contractual performance. In certain cases, personal data may be processed on servers located inside or outside the European Union. Any international transfers of personal data will always be carried out in accordance with Chapter V of the GDPR.

Therefore, the Data Controller of this data, in the case of MESSER, is MESSERGAS - Distribuição de Gases Industriais Unipessoal Lda, NIPC: 507 121 589, with registered office at Av. Dom João II, n.º 20, 1.º andar, 1990-095 Lisboa, Portugal and, in the case of the CLIENT, is the CLIENT, as identified in the Contract.

In view of the above, the holders of the data processed under this paragraph may, under the terms established by the applicable legislation, exercise the rights of access, rectification, erasure, restriction of processing, portability, opposition (with regard to the latter, in certain circumstances and for reasons relating to their particular situation, in which case the Data Controller will cease processing the personal data, unless there are compelling legitimate reasons for such processing or it is for the defence of a right in legal proceedings), and not to be subject to a decision based solely on automated processing, by writing to:

- the above address, or
- via the e-mail address proteccion.datos@messergroup.com

Data subjects can also obtain additional information about the processing of their personal data from the above addresses, as well as submit a complaint to the competent supervisory authority, the National Data Protection Commission (www.cnpd.pt).

In general, the data processed under this paragraph will be kept for the duration of the business relationship and, thereafter, for any legally obligatory periods, particularly in accordance with tax and accounting regulations (for a period of 10 years). Once these legal periods have elapsed, the personal data will be destroyed.

The Parties undertake to provide their legal representatives, employees and contact points with the privacy notice set out in this paragraph.

Further information on how MESSER handles personal data can be found in our Privacy Policy available at <https://www.messer.pt/politica-privacidade>

D4. Applicable law and jurisdiction

The contractual relationship is governed by Portuguese law, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), the Vienna

Convention of 11 April 1980 and the rules on conflict of laws. The exclusive place of jurisdiction for all claims arising from the Contract is Lisbon, Portugal. However, MESSER has the right to bring an action against the CUSTOMER in the place corresponding to its registered office. If the CUSTOMER is considered and legally qualified as a consumer, the competent jurisdiction shall be that of their domicile.

D.5 Compliance management system

The relationship between MESSER and the CUSTOMER is based on high standards of integrity, as determined by applicable laws and regulations. The Parties expect all their suppliers, customers and business partners to contribute to the fulfilment of this commitment by actively supporting and respecting the Parties' values and principles, as defined in their Codes of Conduct, which list the key elements that each Party considers most important in their business relationships. In this regard, the CUSTOMER undertakes to actively support and respect MESSER's values and principles, as set out in Messer's Code of Conduct, as well as in the Business Partners' Code of Conduct, which lists the key elements that MESSER considers most relevant in its business relations and which can be found on its website: <https://www.messer.pt/pt/compliance>.

In particular, the Parties undertake not to tolerate any form of bribery or corruption, to respect the prohibition of child labour and forced labour, and to protect the rights of their workers and the environment. In this way, the Parties support the principles of the United Nations Global Compact.

The Parties also undertake to comply with all relevant regulations regarding the import, export or re-export of the products, goods, software or technology covered by this Agreement.

The Parties assure each other that they will only work with trading partners who not only operate on a sound commercial basis, but who also take all reasonably expected measures against international terrorism, corruption, trafficking in human beings and money laundering, and who take their legal, ethical and moral responsibilities in business relations and with customers very seriously.