

1. Scope of validity

All deliveries are made on the basis of our general terms and conditions of sale.

2. Delivery

Supplies are made in accordance with the route plan of MesserGas Distribuição de Gases Industriais Lda ("MESSER"), according to the CUSTOMER's needs, considering that the contracted consumption will be carried out regularly throughout the year. In the event of variations to the forecast made by the CUSTOMER, the CUSTOMER must inform MESSER in writing as soon as it becomes aware of them, with a minimum of one week's notice. The CUSTOMER grants MESSER complete freedom of schedule for unloading the product and adapting it to its distribution system.

The CUSTOMER is responsible for the legal obligations of unloading in accordance with the legal regulations in force.

3. Handling gas cylinders or containers

The CUSTOMER must comply with the regulations in force when handling the packaged gases, in particular the provisions on occupational health and safety and accident prevention, as well as the generally recognised safety rules specified by MESSER and accepted by the CUSTOMER. To this end, the safety data sheets for the products covered by this Supply Contract are available to the CUSTOMER on Messer's website: Product data sheets - MesserGas Distribuição de Gases Industriais Lda .

4. Conversion factor

- Liquid nitrogen: 1 kg = 0.855 m³ (1 bar, 15°C)
- Liquid oxygen: 1 kg = 0.748 m³ (1 bar, 15°C)
- Liquid argon: 1 kg = 0.600 m³ (1 bar, 15°C)
- Liquid CO₂: 1 kg = 0.541 m³ (1 bar, 15°C)

5. Payment terms

- a) MESSER reserves the right to suspend deliveries in the event of payments due and not made by the CUSTOMER.
- b) In the event of late payment, MESSER may charge the CUSTOMER interest on late payment, which shall be charged on the basis of three points above the average of the one-month EURIBOR (or substitute) for the days of late payment. MESSER may claim

the costs it has incurred with returns or other similar costs. MESSER may also claim compensation for demonstrable damages.

- c) The CUSTOMER may only offset its due payments against MESSER's firm and legally recognised debts after prior agreement with MESSER.

6. Transfer of gas ownership

The transfer of ownership and responsibility for the use of the gas takes place from the inlet flange to the storage facility.

7. Price review

The prices referred to in the previous clauses shall be reviewed at least annually in January. If energy and/or transport costs change significantly, MESSER may revise the prices extraordinarily.

8. Warranty

Any complaint by the CUSTOMER regarding the supply must be addressed to MESSER in writing. If the gases delivered are defective or do not correspond to the type or quantity specified, the CUSTOMER may choose whether to have the gases replaced with the volume agreed for the supply or to be released from their obligation to pay for them. If the replacement supply does not comply with the provisions of the Supply Contract, the CUSTOMER may cancel the order and the full purchase price will be refunded to them. Notwithstanding the above, if the CUSTOMER consumes the gases supplied, despite them being defective or not conforming to the type or quantity specified, they shall be deemed to have tacitly accepted them as if they had been supplied in perfect condition.

Damage caused by failure to comply with the installation instructions provided by the SUPPLIER will result in the guarantees described on the product not being applied.

9. Liability for the supply of gases that do not comply with the Supply Contract

MESSER shall only be liable for claims by the CUSTOMER for: a) deliveries or services that do not comply with the Supply Contract; b) lack of care and/or diligence on the part of MESSER - also applicable to corrective measures or supplementary deliveries; in both cases, to the extent covered by MESSER's liability insurance. This limitation shall not apply in cases where the applicable legal regulations in accordance with point 12 make MESSER's extended liability mandatory.

10. Delivery time

The delivery deadline for supplies is stipulated in accordance with the CUSTOMER's needs specified in clause 2 (Supply), and must always be met, except in the event of unforeseeable circumstances or force majeure. Force majeure is understood to be situations of an unforeseeable and unavoidable nature that take effect regardless 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.

11. Third-party supplies

MESSER may fulfil its supply obligations through another company (subcontracting) and may supply through third parties if it does not guarantee the necessary conditions for the supply to be made to the CUSTOMER.

12. Applicable law and jurisdiction

This Supply Contract is governed by the laws of Portugal, to the exclusion of all conditions of treaties on the international sale of goods, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising from this Supply Contract shall be subject to the exclusive jurisdiction of the Lisbon Courts.

13. Amendments to the Supply Contract

The contracting parties have not entered into any agreements other than those contained in this Supply Contract, these General Conditions of Sale and the accompanying Contract for the Assignment of Use of Facilities. Suspension, alteration and amendment of the agreed clauses shall be in writing and signed by both Parties. Any waiver of the provisions of this clause must be made in writing and signed by both Parties.

14. Personal data protection

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

Annex I. General Commercial Conditions for the supply of liquefied gases in tanker lorries

95/46/EC ("GDPR"), MESSER will process the CUSTOMER's traffic and billing data, and inherent personal data of their legal representatives, employees, points of contact or others, for the purposes of executing this Supply Contract, providing the service and invoicing the same, as well as, if the holder does not object, for the purposes of commercial promotion of MESSER. Thus, the legal basis for processing is MESSER's legitimate interest in ensuring the contractual relationship established herein. MESSER's privacy policy may be found on its website: [Política de privacidade - MesserGas Distribuição de Gases Industriais Lda](#)

MESSER may transmit said data, when contractually necessary, to the companies of the Messer Group, to the channel of distribution agents that collaborate with MESSER in the commercialisation of gases, as well as to the various banking and credit institutions with which MESSER maintains a commercial relationship. The data will not be passed on to third parties other than those mentioned above, except in cases where there is a legal obligation or following a judicial or administrative order to do so. Any international transfers of personal data will always be carried out in accordance with Chapter V of the GDPR.

Therefore, the Data Controller 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, Lisboa (Portugal).

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 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 e-mail: 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).

The CLIENT undertakes to provide its legal representatives, employees and contact points with the privacy notice set out in this clause.

15. Limitation of liability

The SUPPLIER's liability, 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 in the 12 months preceding the date of the event, for all claims occurring during that annuity. In no event shall the SUPPLIER be 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 15 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 towards third parties that cannot be excluded or limited by contractual agreement.

The CUSTOMER is aware that the use of the installation entails inherent risks. In this regard, the CUSTOMER undertakes to inform its employees and any collaborators, ensuring compliance with current safety regulations and limiting the use of the installation to the purposes described in the applicable technical documentation. Likewise, the CUSTOMER shall hold the SUPPLIER harmless from any liability that may arise as a result of non-compliance with these obligations, assuming full responsibility for all risks and liability for damages or losses, both personal and material, that may result from the use of the installation.

In the case of premises owned by the CUSTOMER, the CUSTOMER will also be responsible for their use and for any damage caused to them.

16. Measuring system

The buyer must check the level of gases in the tank at least once a day, regardless of the auxiliary measurement system installed by the supplier, since it is a matter of a monitoring system to control the fill level of the tank so that the supplier can plan gas deliveries.

The metering system does not release the BUYER from the obligation to periodically check the level of gas in the tank. The BUYER must not allow the tank to become completely empty and must ensure that the amount of gas in the tank is always sufficient to meet current gas

requirements. The buyer will also be obliged to do so if it orders gas based on the indications of the telemetry system or the deliveries made by the supplier.

The purchaser must inform the supplier immediately if the demand for gas changes and, specifically, if the average demand for gas increases by 10% compared to the previous month. Likewise, the purchaser must inform the supplier immediately, by telephone and e-mail, of any irregularity in the operation or gas level of the equipment.

17. Compliance Management System

The relationship between MESSER and the BUYER 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 values and principles of the PARTIES, as defined in their Codes of Conduct, which list the key elements that each PARTY considers most important in its business relations. In this regard, the BUYER undertakes to actively support and respect MESSER's values and principles, as set out in Messer's Code of Conduct, as well as the Business Partners' Code of Conduct, which lists the key elements that MESSER considers to be most relevant in its business relations and which can be found on its website: <https://www.messer.pt/compliance>

In particular, the PARTIES undertake not to tolerate any form of bribery or corruption, to respect the prohibition of child and forced labour and to protect the rights of their employees 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 technologies which are the subject of this Agreement.

The PARTIES mutually assure each other that they will only work with Business Partners who not only operate on a sound commercial basis, but 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 and customer relations very seriously.