

GENERAL TERMS OF PURCHASE

1. SCOPE

1.1. These General Terms of Purchase, "GTP", are set by Messer for the acquisitions of any materials, parts, products, components, software and any related services ("Goods") offered or provided by suppliers ("Sellers"). These GTP shall be appended to all requests presented by Messer, as Buyer, in order to obtain offers and shall be mandatorily taken into consideration by the Sellers for drafting the submitted offers, being an integral part of each order (the "Order"). Under these circumstances, no other provision or condition besides the GTP shall bind the Buyer, with the exception of the particular conditions included in the future agreements. No other provision or condition included in order confirmations, previous offers or any other documents issued by the Sellers shall bind the Buyer, even if they have not been explicitly rejected.

2. ORDER

2.1. An order is the written document electronically approved by the Buyer, which contains all data included in the Seller's offer, sent based on the Buyer's request, with these GTP appended. No order, amendment thereof, addendum or supplement shall bind the Buyer, unless explicitly approved in writing.

2.2. If individual provisions of the GTP cannot be applied, no other provisions and conditions are affected.

2.3. The order shall be sent by the Buyer to the Seller at the e-mail address indicated in the Offer by the Seller, and the order's date of acceptance shall be the date the order is received.

2.4. The Seller shall have 2 (two) business days as of the order's receipt in order to reject the order received from the Buyer. The absence of an answer from the Seller shall be considered as an order confirmation and entitles the prejudiced party to claim damages.

3. PRICES/ QUOTATIONS/PAYMENT TERMS/BILLING

3.1. The Seller's offers shall be valid for at least 30 days as of receipt thereof by the Buyer.

3.2. All order prices shall be firm and shall not be subject to review. Prices include all taxes (except VAT), contributions, insurance and any other costs incurred by Sellers for the fulfillment of the Order.

3.3. After each delivery of the Goods under an Order, the Seller shall send the invoices (1 or 2 counterparts, as appropriate) issued in compliance with all applicable legal provisions and Buyer's requirements, and which shall set out the number and date of the Buyer's order, the Seller's reference details. No invoice shall refer to more than one Order. Invoice will be sent in electronic form at the following email address: facturi@messer.ro

3.4. The properly issued invoices shall be paid by bank transfer (OP) within 30 days as of the acceptance of the Delivery by the Buyer. However, the Buyer shall have the right to withhold the payment if the Sellers fail to meet all requirements of the Order. In this case, the Sellers shall not claim penalties (not even for part of the price).

3.5. In case of incomplete or faulty deliveries, the Buyer is to refuse the payment pro rata to the value of the incomplete or faulty products.

4. QUALITY/ SECURITY

4.1. Prior to submitting any offer, the Seller may request all information regarding the Buyer's needs and the intended use of the Goods, in order to provide the Buyer with an offer containing all the information and recommendations related to the offered Goods.

4.2. The Seller shall communicate to the Buyer all relevant information regarding security, safety and environment related to the Goods and/or the processing, handling and use thereof. Such provided information shall not limit in any way the Seller's responsibility should the Buyer incur damages due to the Seller's failure to inform or appropriately inform the Buyer regarding the provided goods and/or services. If the provided goods or services do not comply with the security, safety or environment regulations, the Buyer is entitled to claim compensation for the incurred damages.

5. DELIVERY/ TRANSFER OF OWNERSHIP / PACKAGING/SHIPPING

5.1. Unless otherwise agreed, all Goods shall be sold under DAP delivery condition according to Incoterms 2020, with unload at the final destination indicated by the Buyer (the "Delivery"). If no specific delivery location is indicated, the Delivery takes place at the address of the Buyer's headquarters.

5.2. Prior to Delivery:

- The Seller shall verify if the Goods comply with all the Order specifications, quality, weight and physical sizes and if the Goods and the packaging thereof are damaged.
- The Goods shall be packaged so as to not be damaged during transport or handling. All parts shall be appropriately marked in compliance with (i) the applicable regulations, especially for hazardous goods, if appropriate, (ii) the Buyer's instructions, and the minimum marking shall indicate the Buyer's Order number, the Seller's identification details, the number of the part, the delivery location, the description of the part, weight and quantity and all the markings required for the correct delivery and assembly. The goods shall be provided with anchorage and handling points.
- The packaging materials and methods shall be chosen by the Seller in order to mitigate the use price and to meet the following targets: protection, safekeeping, recycling possibility, energy saving and disposal.

5.3. Shipping:

- The Seller undertakes to take all actions required in order to properly perform the Goods' shipping by all adequate means and by using all necessary equipment and accessories, with the assistance of competent and solvent agents or subcontractors, where appropriate. The Seller shall organize the shipping of the Goods to the delivery location in a manner designed to avoid the Goods' damage and the Goods' unloading difficulties at the Buyer's delivery location.
- The delivery terms set out in the Order shall be of paramount importance. In case of undue delays in the fulfillment of the order, the Buyer may choose to cancel the order or accept it subject to compensations pro rata to the incurred damages. The Buyer reserves the right to refuse partial deliveries or deliveries made in advance. The Seller shall immediately notify the Buyer, in writing, regarding any delays, and shall provide at the same time all information regarding the reason and/or duration of the delay, as well as details regarding the actions considered by the Seller in order to avoid delays or speed up the delivery. In case of late deliveries, the Buyer shall be entitled, without waiving other indemnity claims, to charge liquidated damages of 1% of the value of the order per day of delay, until the fulfillment of the accepted order.

5.4. The Seller shall remain liable for the risks until the formal acceptance of the Goods or Services by the Buyer. The ownership over the Goods shall be transferred to the Buyer upon the full payment thereof.

6. ACCEPTANCE - INSPECTION

6.1. Notwithstanding the provisions of article 5.2., the Buyer reserves the right to verify the progress and appropriate fulfillment of the Order and to perform any verification and other quality tests it may consider necessary. The Seller shall provide the Buyer and its representatives with free access to its workshops, at all times.

6.2. The Seller shall warrant that the delivered products and provided services are compliant with an ISO 9001 (2015) quality system or an equivalent system (depending on the Goods specifics). The Buyer or its representative shall be entitled to perform quality audits and verification of the Seller's quality system.

6.3. Should the delivery be rejected, in whole or in part, the respective Goods shall be stored and returned by the Buyer, at the Seller's risk and expense.

7. TECHNICAL DOCUMENTATION/ OPERATION AND MAINTENANCE MANUALS

The Seller shall send to the Buyer by the agreed deadlines, but no later than the Goods' delivery date, all technical documentations related to the Goods, as well as operation and maintenance manuals, training manuals, drawings, technical specifications, security specifications of the products, inspection certificates, certificates of conformity and any other supporting documents. Unless otherwise indicated in the Order, the software delivery or the delivery of other goods that include software shall include, for maintenance and/or adaptability reasons, all source codes and related object codes.

8. WARRANTY/ LIABILITY

8.1. The Seller warrants that the Goods shall be compliant with all agreed specifications and requirements, that they shall comply with all state-of-the-art technical solutions and shall be compatible with the particular purposes contemplated by the Buyer, that shall be free of design, material and execution flaws, that they shall meet the performance requirements anticipated by the Buyer and that they shall comply with the applicable mandatory standards and requirements.

8.2. The Seller warrants the appropriate performance of the Goods for a term of at least 12 months as of the commissioning thereof or 18 months as of the purchase date thereof. The complaints submitted under this warranty shall suspend the warranty period until the Seller shall remedy the notified circumstance, and the warranty period shall extend accordingly.

8.3. If, at any time, it is found that the Goods are non-compliant with the warranty, the Buyer has the option, under a written notice served to the Seller, to (a) accept such Goods with a fair price reduction; or (b) reject such non-compliant Goods and to request the delivery of replacing Goods or the performance of the necessary repairs, at the Seller's expense.

8.4. If the Seller fails to deliver appropriate replacing goods or fails to perform the repairs immediately or with celerity, as the case may be, the Buyer is entitled to replace or repair such goods by referring to another supplier and to recover all related costs from the Sellers.

8.5. Any repaired or replaced Goods shall be governed by the provisions of this article, and the warranty period shall resume after the delivery or repair.

8.6. The Buyer's rights and compensations indicated in these GTP shall supplement any other rights and compensations provided by law.

8.7. No inspection, approval or acceptance of the Goods shall release the Seller, under any circumstances, from its liability regarding flaws or other failure to comply with the Order's requirements.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Seller warrants that neither the Goods nor the sale thereof under the Order shall violate any trademarks, patents, copyrights or other legal rights of third parties. The Seller shall indemnify and compensate the Buyer against all actions or claims, liabilities, loss, costs, attorneys' fees, expenses and damages resulting from any infringement of intellectual property rights. Upon the Buyer's request, the Seller, at its own expense, shall defend the Buyer against such claims, proceedings and lawsuits.

10. NON-DISCLOSURE /PROPERTY RIGHTS

10.1. All written or verbal information provided by the Buyer to the Seller regarding the know-how, specifications, procedures, requirements and all information, documents and technical data of the Buyer shall be considered as confidential and shall not be disclosed to third parties without the prior written consent of the Buyer, for a period of at least 10 years after the disclosure thereof to such Sellers.

10.2. All property rights and copyrights over any projects, drawings, samples and other documents provided to the Seller belong to the Buyer and such items shall not be reproduced or disclosed to third parties under any circumstances without the prior written consent of the Buyer.

11. FORCE MAJEURE

11.1. The Party affected by an event beyond its control and which could not be reasonably foreseen or avoided, including (without limitation) terrorism, insurrection, epidemics, flood, earthquake or other Acts of God ("Force Majeure"), shall immediately notify the other party in writing regarding the respective event and shall provide the other party with all relevant information and related evidence, and shall inform in particular regarding the duration of the respective event that may delay the timely fulfillment of that respective Order. Strikes affecting Sellers, public transport or events of any type (including those hereby defined as Force Majeure) that affect the Sellers' subcontractors or suppliers shall not be considered as Force Majeure events that motivate the non-fulfillment of the respective Order.

11.2. Should a Force Majeure event affect the Seller, the Buyer shall be entitled, at its discretion, to: (a) agree with the Sellers regarding the extension of the delivery term; or (b) terminate at any moment the Order or any part thereof, with no other obligation or liability, and to request the reimbursement of any already paid amounts.

11.3. The price for previously performed partial deliveries shall remain payable only to the extent such deliveries can be fully used by the Buyer, despite the inability of the Seller to deliver the remaining part of the Order. Any excess amounts paid in advance by the Buyer shall be reimbursed by the Seller.

12. JURISDICTION / GOVERNING LAW

12.1. These General Terms of Purchase, as well as all legal relationships between the contracting parties, shall be governed by the laws of Romania.

12.2. Any dispute arising between the parties shall be amicably settled and should such settlement fail, shall be settled by the courts of law of competent jurisdiction at the Buyer's registered office.