

General terms and conditions of purchase - Messer Tehnogas AD Beograd

Unless otherwise agreed in a written contract, orders and contracts by MESSER TEHNOGAS AD Beograd, as a buyer of goods or services, shall be based on the following general terms and conditions:

1. Offer

- a) The Supplier is obliged to strictly comply with the Buyer's requirements. The Supplier is obliged to explicitly indicate possible deviations from the Buyer's requirements.
- b) The Supplier's offers are considered binding. Offers must be complete and thorough and contain everything requested by the Buyer, so that the contract can be concluded by accepting it.
- c) These General Terms and Conditions shall be an integral part of every contract or order of the Buyer.

2. Placing and confirming the order

- a) Orders by the Buyer shall be valid only if they are made in writing. Requests made in any other form will only become valid by written order. The Supplier is obliged to confirm each order within 3 working days from the day of receiving the order. Additional arrangements will be valid only upon the written confirmation by the Buyer.
- b) The Supplier's general terms and conditions will be accepted only to the extent that they do not conflict with these general terms and conditions of purchase, the mutually concluded contract and if they do not limit or violate the Buyer's legal rights. This also applies in cases where the Buyer fails to express disapproval of other general conditions or accepts the shipment without objection. The execution of the order is considered acceptance of these general terms and conditions of purchase by the Supplier.
- c) The Supplier is responsible for complying with all conditions from the accepted Offer, i.e. written order, i.e. contractual obligations, including being responsible for the selection of sub-suppliers and their actions, as if they were the actions of the Supplier itself. Without the prior written approval of the Buyer, the Supplier cannot perform contractual obligations through third parties.

- d) If the Supplier does not confirm the purchase order in writing within 3 working days of receiving it, the Buyer has the right to cancel the order without incurring any adverse consequences.
- e) These terms and conditions of purchase also apply to future business transactions with the Supplier.

3. Term of delivery and delivery/receipt of goods

- a) The date of delivery of the goods specified in the order is binding. Receiving the shipment at the destination specified in the order is important for meeting the delivery deadline.
- b) If, during the execution of the order, the Supplier determines that delivery within the agreed timeframe is not possible, either partially or completely, it is obliged to immediately submit a written notification of the delay, stating the reasons and the expected duration of the delay. The Buyer's rights remain unchanged.
- c) If the Supplier does not fulfill its obligations within the agreed term of delivery, it will bear responsibility towards the Buyer in accordance with legal regulations.
- d) In case of delivery delay, the Buyer has the right to demand from the Supplier the payment of a contractual penalty in the amount of 1% of the value of the order for each week of delay, with the maximum amount of the contractual penalty not exceeding 10% of the value of the order. The Buyer retains all other legally guaranteed rights due to delivery delays. The amount of the contractual penalty will be deducted from any compensation amount. The Buyer is obliged to submit a notification about the use of the right to a contractual penalty after the payment of the first invoice that follows the late delivery at the latest.
- e) In case of delivery of goods before the agreed deadline, the Buyer reserves the right to return the shipment at the Supplier's expense. If, in case of delivery before the agreed deadline, the goods are not removed, the shipment will be stored at the risk and expense of the Supplier. In case of delivery of goods before the agreed deadline, the deadline for payment remains unchanged.
- f) Partial deliveries of goods are possible only with the express written consent of the Buyer. In case of partial delivery, the remaining delivery quantity must be specified in the delivery note.
- g)

The Supplier may refer to the absence of documentation that the Buyer should provide if the Supplier previously sent a written warning to the Buyer and did not receive the requested documentation from it within the deadline, which cannot be shorter than 5 business days.

- h) It will be considered that the Supplier has fulfilled its obligation when it delivers the ordered shipment to the Buyer in its entirety with all the necessary documentation for its normal use - operating instructions in Serbian, necessary attestations and certificates, and if the installation and commissioning of the equipment is carried out, when the record of successful installation and commissioning is signed by both parties, which will be attached to the invoice via the Electronic Invoice System (SEF) or the invoice if it is not delivered via SEF.
- i) The goods shall be delivered at the agreed parity and location, which is defined in the Buyer's Purchase Order.
- j) Insurance of the goods is defined by parity in the Buyer's purchase order or by a separate written agreement.

4. Transfer of debts and receivables

The transfer of debts and receivables from the Buyer to the Supplier to third parties can only be done in writing with the prior written consent of the Buyer.

5. Warranty

- a) The Supplier guarantees that the delivered goods have no material and legal defects, as well as hidden defects, i.e. defects that reduce the value of the goods, its usability and that it does not violate the contractual or guaranteed conditions.
- b) The obligation to check the received goods and the deadline for notification of defects in the same, in all cases - regardless of whether the shipment has previously passed into the ownership of the Buyer or has been delivered to a forwarder, carrier or other intermediary - will begin to apply only when the shipment arrives at the receiving center specified in the order. From that moment, the deadline for notification of defects begins and lasts for one month.
- c) The Supplier shall provide a guarantee for the correct functioning of the equipment and the

quality of the installed material and the works performed for 24 months, counting from the day of the handover, i.e. the commissioning of the equipment, if applicable. The Buyer can request the removal of defects or the delivery of replacement goods without defects. In urgent cases or if there is a delay in the removal of defects or the delivery of replacement goods without defects, the Buyer can - at the expense of the Supplier - independently eliminate the defects or obtain goods without defects from another supplier. In such cases, the Supplier has no right to object to the choice of another supplier, the price of the goods or works and is obliged to compensate the Buyer for those costs within 3 business days after receiving the invoice with proof of the amount of the costs.

- d) The risk and costs of disassembly and redelivery of rejected goods shall be borne by the Supplier. Replacement goods must be delivered and installed at the Supplier's risk and free of charge at the place of use. The warranty period for the replaced or repaired article or part thereof will start to run again from the day of replacement or repair.
- e) The Supplier is obliged not to violate the rights of third parties, including intellectual property rights, and is obliged to indemnify the Buyer against all possible claims of third parties, i.e. to put it in a state as if there were no such claims and to compensate it for possible damages.
- h) Unless expressly stated otherwise in these General Terms and Conditions, the Supplier shall bear responsibilities in accordance with the law.

6. Prevention of accidents

The Supplier undertakes to execute orders taking into account all applicable regulations that regulate safety and the prevention of accidents and injuries, as well as to ensure the necessary safety measures. In addition to the mentioned instructions, special instructions issued by the Buyer or its clients must be taken into account during installation. The Supplier is obliged to check whether they exist and familiarize itself with the content of such instructions before installing the items. If the total price of the order does not include possible protective devices, the Supplier must inform the Buyer about this.

7. Trademark

Regardless of the provisions of Article 5 and 6, the Supplier is obliged to refrain from infringing the patent rights, copyrights and trademarks of the Buyer and third parties both in the country and abroad during the delivery of the goods.

8. Invoicing and payment

Invoices shall not be sent with the shipment, but must be sent separately, via SEF or to e-račun@messer.rs, if the Supplier is not a VAT payer. The Buyer is obliged to make the payment according to the conditions specified in the order or contract.

Payments will not be interpreted as confirmation of receipt of the goods or that the received goods have the agreed properties and are in good condition.

9. Publication

The General Terms and Conditions of purchase will be published on the website www.messer.rs

All amendments to these General Terms and Conditions are also published on the website www.messer.rs

10. Documentation

- a) The Supplier is obliged to provide the Buyer with plans, diagrams, access codes, authorizations, etc. at the Buyer's request, which refer to the delivered article, and for the purpose of access and collection of the same by the Buyer and is obliged to deliver the same in the required quantity after verification by the Buyer. Also, at the Buyer's request, the Supplier is obliged to provide spare part charts, which refer to crucial spare parts, and which contain sufficient information to enable the Buyer to order replacement parts. The Buyer undertakes to make this documentation available to third parties only to the extent that it is necessary for obtaining replacement parts, rework, repairing or reselling the delivered item.
- b) The Buyer's documentation, models, forms and tools - even if they were produced by the Supplier for the Buyer's account - shall become i.e. remain the exclusive property of the Buyer and must be returned to the Buyer, without the need to ask for it, in a condition that allows further use, together with the last delivery. The Supplier's right to retain said items is excluded. Such items may not be made

available to third parties nor may the Supplier use them for the benefit of third parties or for its own purposes and may not be used for commercial purposes. The Supplier is obliged to inform its staff about this in writing.

- c) For the purposes of this rule, third parties are also all companies that sell the Buyer's products, except companies within the Messer Group.
- d) These rules also apply to products, models and documentation that were created as a product of the joint work of the Buyer's company and the Supplier or were changed at the suggestion or in cooperation with the Supplier.
- e) The Supplier and the Buyer shall be liable to each other for any damages resulting from the violation of any of the aforementioned rights.

11. Method of shipment

- a) The method of shipment of goods is defined by the delivery parity in the PO/Contract. Or by special written agreement, and in the absence of such, without additional costs for the Buyer. Additional costs arising from the use of faster means of transport in order to shorten the Supplier's delay shall be fully borne by the Supplier.
- b) The Supplier is obliged to indicate the reference number, order number and address of the receiving center in the transport documents (bill of lading, delivery note, shipping document, etc.). The Supplier is obliged to make delivery exclusively to the address specified for that purpose by the Buyer.

12. Packaging

The material in which the goods are packed must be adequate to the characteristics of the goods, the method of transport and legal regulations.

According to Article 18 of the Law on Packaging and Packaging Waste, the manufacturer, importer, packer/filler and supplier is obliged to collect waste from secondary or tertiary packaging free of charge at the request of the end user.

The end user who purchases goods from manufacturers, importers, packers/fillers and suppliers can leave secondary or tertiary packaging waste directly at the point of purchase or return it later free of charge.

The Supplier undertakes to comply with regulations in

the field of safety and health at work, fire protection and environmental protection, as well as internal codes of conduct of the Buyer, with the aim of preventing unwanted events and damage to people, the environment and property.

13. Protection of personal data

The Buyer and Supplier are aware that there may be a need to record or process data on the employees of both contracting parties by the other contracting party. Therefore, both contracting parties in the implementation of the contract appear as the controller or processor of personal data and undertake to act in accordance with the provisions of the Law on the Protection of Personal Data. The contracting parties undertake to record or process only the personal data of employees that is necessary, legal and appropriate, to store the data only within the stipulated period, to ensure appropriate data protection, and to enable the employees whose data is processed to view the same and the possibility to request that it be updated or deleted if recording and processing thereof are not required by law.

14. Business compliance

The seller has adopted and applies Messer's Code of Conduct, as well as Messer's Code of Conduct for Business Partners. The texts of both of these Codes are available at www.messer.rs and can be downloaded from there. Both of these Codes are based on ten principles of the global agreement of the United Nations with a focus on internationally recognized human rights, labor standards, protection of life and health of employees and safety at work, environmental protection, fair business standards and anti-corruption standards. The Buyer expects the Supplier to share and respect the same values.

15. Severability

If one provision of these Terms and Conditions of purchase or the supply contract is or becomes invalid, the other provisions shall remain valid, and the contracting parties will agree - without adversely affecting the validity of these terms in another respect - another replacement provision that reflects as much as possible the economic intent of the previous invalid provision. In addition, the latest version of INCOTERMS in effect on the date of the order will also apply.

16. Jurisdiction and applicable law

For the resolution of disputes, the local jurisdiction of the actually competent court in Belgrade and the application of Serbian material law are agreed upon. This expressly excludes the application of the Convention on the International Sale of Goods.