

**A) SUPPLY****A1. Outreach**

Messer Ibérica de Gases, S.A.Unipersonal (A-08255317) (hereinafter "MESSER") is a company with registered office at Autovía Tarragona-Salou Km 3,8 E-43480 VILA-SECA (Tarragona)Spain, - registered in the Mercantile Registry of Tarragona Sheet T.6222, Folio 142, Volume 904. All gas supplies formalised in person by Messer Ibérica de Gases S.A. are subject to the following General Commercial Conditions for Gas Supplies.

Deviating conditions suggested by MESSER's contractual partners (hereinafter referred to as the "Purchaser") shall only be accepted if MESSER expressly confirms this in writing. In no case shall the fact that MESSER does not formally object to the deviating conditions or that MESSER makes deliveries without contradiction be deemed acceptance of the deviating conditions.

The intellectual and/or industrial property of the offer, in all its terms, and the information attached to the same, as well as that of the containers that are the object of the Supply and that of the elements, plans, drawings, etc., incorporated or relating to the same, belong to MESSER, and therefore their use by the BUYER for purposes other than the fulfilment of the order is expressly prohibited, as well as their total or partial copying or transfer of use in favour of third parties without the prior written consent of MESSER.

**A2. Offer, Formalisation of the contract, Prices**

Offers made by MESSER shall be non-binding unless their binding nature is expressly stated. Verbal orders and agreements as well as verbal agreements and guarantees of characteristics shall not become binding unless MESSER confirms them in writing. In the case of immediate delivery, the order confirmation may be replaced by delivery of the goods. Contractual obligations shall arise exclusively from the written and signed contractual documentation.

Unless otherwise agreed, all deliveries and services shall be provided in accordance with the latest price list of MESSER valid at the time the order is placed.

All prices shall be understood to be ex works. Energy surcharges and value added tax shall be added to the agreed prices in the amount applicable in accordance with the applicable regulations. In the event of surcharges imposed by national or international road, rail or inland waterway freight legislation, these shall be applied in accordance with the applicable tariffs. For all special measures that Messer is obliged to take by law to ensure the safe transport of the goods covered by this contract in road traffic, the statutory delivery surcharge shall apply.

Insofar as special discounts are agreed, they shall only apply on condition that the BUYER duly fulfils its contractual obligations. Failure to comply with these obligations shall entitle MESSER to cease applying the special discounts with immediate effect.

The weights, dimensions, capacities, technical specifications and configurations relating to the SUPPLIER's products contained 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 BUYER, which must form part of the order documents.

To this end, the BUYER 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. Reservation of title**

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

The risk passes to the BUYER at the time of delivery. For clarification purposes and unless expressly agreed otherwise, the risk of accidental damage or deterioration of the gas or

packaging shall pass to the BUYER upon delivery to the carrier and at the latest when the Products leave the storage depot. In the event of delay in shipment for reasons attributable to the BUYER, the risk shall pass to the BUYER upon communication by MESSER that the Products are ready for shipment to the BUYER.

**A4. Change in consumption**

If the BUYER's consumption varies significantly with respect to the contracted quantities, the SUPPLIER may adjust the economic conditions for the supply, depending on the quantities actually consumed.

**A5. Uses**

The gases may only be used for the purposes for which they have been produced. Any other use of the gases is prohibited and shall be the sole responsibility of the PURCHASER.

The products shall be used according to the guidelines set out in the safety data sheets available on the website: .

**A6. Transport and handling of gases**

The transport of the gases, including containers, dewars and pallets, from the loading platform at the place of delivery (factory or warehouse) as well as the transport of empty containers to the place of delivery shall be at the BUYER's expense. The BUYER shall be responsible for loading and unloading in accordance with the transport safety regulations, assuming responsibility for such loading and unloading as well as the corresponding obligations involved. If assistance in loading is provided, this shall be at the risk of the BUYER.

The BUYER shall comply with the relevant risk prevention regulations for the handling of gases, in particular for the storage and transport of gases. MESSER shall keep the relevant standards available for consultation at its delivery locations.

**A7. Supplies by third parties**

MESSER may fulfil its supply obligations through another company, provided that the latter complies with the safety conditions, in which case it shall inform the BUYER sufficiently in advance.

**A8. Terms of payment**

Payments are due upon receipt of the invoice according to the agreed terms and conditions.

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

In the event of inability to make payments on the part of the BUYER, MESSER shall be entitled to cease gas deliveries with immediate effect if there is reasonable doubt as to the BUYER's creditworthiness (e.g. based on repeated non-payment by the BUYER), and MESSER shall be entitled to request advance payment before proceeding with further deliveries, without prejudice to any previously agreed provisions. In the event of late payment by the BUYER, MESSER shall be entitled to withhold deliveries until the outstanding debts have been settled.

The contractual partner may only offset against MESSER's claims if the counterclaim is not in dispute or if it has been upheld by a final and binding judgement.

**A9. Orders**

Orders shall be placed sufficiently in advance and by the means made available to the BUYER by the SUPPLIER.

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

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

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

If the SUPPLIER must use a special means of transport to deliver the product, the extra cost may be invoiced to the PURCHASER.

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 in the BUYER's electronic portal, the extra cost of this service will be invoiced by the SUPPLIER to the BUYER.

#### A11. Medical gases

In order to guarantee the safety and good condition of the medical gases supplied, the PURCHASER must properly manage the reception and storage of the containers in its facilities, 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 adverse reaction related to one of the medical gases supplied, the BUYER must inform the SUPPLIER as soon as possible, so that the appropriate investigations can be carried out.

#### A12. Special gases

Requests for special gas mixtures cannot be cancelled more than 7 days after the order has been placed.

#### 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) PACKAGING

#### B1. Packaging

The BUYER shall be liable for any damage or contamination of the Packaging until it is returned to the place of delivery or until it is handed over to the carrier. If the BUYER fails to return the Packaging or parts thereof, or returns them in a condition that makes it impossible to restore them to working order by reasonable means, it shall reimburse MESSER 75 % of the purchase price of similar new Packaging or parts thereof, unless the BUYER can prove to MESSER that the resulting damage is significantly less. If the BUYER fails to pay such compensation, default interest shall be charged.

MESSER will charge the leasing costs according to the latest rates indicated in the price lists available and published at MESSER's business premises. Lease charges may be invoiced on a rolling monthly basis.

In order to protect against loss, damage and contamination of the Packaging, MESSER may require the BUYER to pay, at the time of the order or subsequently, a security deposit as a precautionary measure in the amount of 75 % of the purchase price of similar new Packaging.

In the event of doubt as to the location of the Containers and in order to avoid having to pay additional rental fees, the BUYER may leave the security deposit with MESSER until the location of the Containers has been determined. Insofar as the deposit for the containers has already been paid, it shall be sufficient for the BUYER to issue a written declaration of ignorance as to the location of the containers.

Upon return of the Packaging to the place of delivery, the security deposit shall be returned to the BUYER free of interest, less the amount of the costs incurred by MESSER in obtaining replacement packaging and removing the damage or contamination. If the BUYER does not return the packaging for which the security deposit has been paid within one year after payment of the security deposit, MESSER shall be entitled to retain the security deposit permanently by way of compensation for damages. If the amount of the deposit is less than 75% of the cost of purchasing similar new containers or pallets, MESSER shall be entitled to demand the difference.

There is no right of retention of MESSER Packaging.

#### B2. Leased containers, bottles, dewars and pallets

The containers, cylinders and pallets leased from MESSER (hereinafter referred to as "Containers") are made available to the BUYER for lease exclusively for the use of the gases purchased from MESSER. Any other use is prohibited for safety reasons. After emptying, the Containers shall be returned to the respective place of delivery, even if they have been delivered to the BUYER by motor vehicles.

The BUYER shall immediately report any damage, internal contamination or loss of Containers at the place of delivery. For the actual quantity of empty containers returned, the BUYER shall receive a return delivery note, without reference to the ownership situation. Empty containers shall be classified under the corresponding BUYER number until the delivery notes have been entered into the computer system.

### C) LIABILITY, WARRANTY AND CLAIMS

#### C1. Responsibility

MESSER shall be liable in accordance with the provisions of the law for damages caused by intent or gross negligence.

Any other liability of MESSER for negligence not qualified as gross negligence shall be limited to liability for material damage caused to the delivered item itself as well as for physical injury. In particular, MESSER shall not be liable for loss of use, loss of profit or other financial losses.

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

MESSER expressly declares that its product liability insurance policy excludes coverage for products intended for safety-relevant purposes in the aviation, aeronautical and nuclear sector (exclusion of coverage). Therefore, all uses of MESSER gases in the aforementioned sectors shall be at the risk of the BUYER. MESSER's liability in this respect is completely excluded. Insofar as liability is limited or excluded, the same shall apply to all legal representatives, employees and auxiliary personnel working on behalf of MESSER.

#### C2. Limitation of Liability

The liability of the parties to each other, irrespective of the legal basis of such liability, whether in contract or in tort, shall be limited to damages up to the sum of the net turnover under the contract for the 12 months preceding the date of the event for all claims occurring during that annuity. In no event shall the parties be liable for business interruptions and financial losses such as loss of profit 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) breach of guarantees, and
- c) any other mandatory liability towards third parties, which cannot be excluded by contractual agreement.

#### C3. Unavoidable events

In the event of unforeseeable circumstances that cannot reasonably be avoided by MESSER or its suppliers, the delivery and acceptance obligations shall be suspended for the duration of such impediments.

Force majeure shall be understood to mean 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, traffic disruptions affecting transport or any other event 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.

Liability for the aforementioned events is excluded, even if they occur during a period of non-performance. However, this shall not affect outstanding payment obligations.

In the aforementioned cases, the CLIENT and MESSER shall take measures 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 PURCHASER shall examine the quantities of leased Containers shown on the invoice to ensure that they are accurate. Objections must be made in writing within one month after receipt of the invoice. Failure to challenge shall be deemed acknowledgement of the quantities stated on the invoice. MESSER shall inform the BUYER of the consequences of the omission to dispute by express reference thereto in the text of the invoice.

The BUYER shall report defects in writing. Complained deliveries shall be returned immediately to the place of delivery. Packages must be clearly labelled.

The provisions of the preceding paragraphs shall apply mutatis mutandum in respect of liability in connection with the delivery of defective Leased Containers.

#### C5. Guarantee

If a gas delivery is defective, or deviates from the type or quantity ordered, MESSER shall either supply the BUYER with a substitute for the quantity of the delivery which does not comply with the contract, or release the BUYER from the obligation to pay the purchase price. In the event of failure to deliver a substitute delivery in accordance with the contract, the BUYER may cancel the delivery or request an appropriate reduction of the purchase price.

Any claim under the guarantee is subject to the examination of the supply by the PURCHASER upon receipt, as well as to the reliable notification to MESSER of the 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 free of defects has a regular stability period of at least 12 months. Otherwise, and without prejudice to the above paragraphs, MESSER shall provide a guarantee for the regular stability period of the gases.

If the PURCHASER is considered a consumer, the guarantee is for two years.

### D) LEGAL

#### D1. Amendments to the contract. Partial nullity

Written form is required for any revocation, amendment and supplementation of the agreed contractual conditions. The written form shall also be required to prove revocation or waiver of the written form.

The invalidity of a provision of these general terms and conditions or any other wording of the contractual relationship shall not affect the validity of the remaining provisions. MESSER and the CUSTOMER shall replace such invalid provisions with the valid provision that comes closest to the economic purpose desired by the parties.

#### D2. Termination.

Without prejudice to any other right or remedy that the parties may have, MESSER may terminate the contract concluded in accordance with these General Terms and Conditions without any liability whatsoever to the BUYER, after giving notice of

termination of the contract, if it incurs in one of the following events:

(a) The PURCHASER fails to pay any amount due and remains in default for more than seven (7) business days after being notified in writing to make such payment; or

(b) The BUYER commits a material breach of the terms set out in these General Terms and Conditions or the terms agreed with MESSER in writing, except where the breach can be remedied and is remedied within thirty (30) working days from the date of the notice requiring the BUYER to remedy it in writing. Once this period has elapsed without the non-compliance having been remedied, the notifying party may terminate the contract by notifying the BUYER in writing, and claim any damages that may correspond to it. If it is not possible to remedy the breach, the contract will be terminated from the reception of the written notification stating the desire to terminate the contract; or

(c) The PURCHASER repeatedly fails to comply with any of the terms of these General Conditions in such a manner as to reasonably justify the opinion that his conduct is inconsistent with the intention or ability to give effect to the terms of the General Conditions; or

(d) The PURCHASER enters into liquidation, or a third party has been requested to open liquidation proceedings against it, enters into an agreement with its creditors, or becomes insolvent, or other equivalent situations.

In the event of termination of the contract due to the occurrence of one of the above causes, the BUYER shall immediately pay MESSER all outstanding invoices and interest in respect of the services or Products supplied by MESSER.

#### D3. Protection of Personal Data

##### Representatives of the parties

In compliance 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 (hereinafter referred to as "GDPR"), the parties undertake to inform, respectively, the signatories and those persons who may be listed as contact persons of MESSER and the PURCHASER of the processing of personal data as set out in these General Terms and Conditions of Business and in the Contract for the Transfer of Use of the Facility, in particular, that their personal data will be processed by the parties, as independent data controllers respectively, for the purpose of managing the maintenance, compliance, development, control and execution of the provisions of the Contract, on the legitimate basis of the execution of these General Terms and Conditions of Business that accompany it and the Contract for the Assignment of Use of the Installation.

The data will not be transferred to third parties other than the above, except in cases where there is a legal obligation. In any case, personal data may be accessed by 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 party responsible for the processing of this data is MESSER IBERICA DE GASES, S.A. Unipersonal, (NIF: A-08255317) with address in Vila-Seca (Tarragona), Autovía Tarragona-Salou, Km. 3,8, Telephone 977 309 500.

In view of the above, the PURCHASER is entitled to exercise the rights of access, rectification, suppression, cancellation, portability and opposition, as well as the right not to be subject to a decision based solely on automated processing, by writing to Vila-Seca (Tarragona), Autovía Tarragona-Salou, Km. 3,8, or via the e-mail address: [proteccion.datos@messengergroup.com](mailto:proteccion.datos@messengergroup.com).

with proof of identity being required in certain cases. In processing based on the legitimate interest of the parties, and without prejudice to the above, the parties have the right to request information on the weighting carried out. Likewise, if it is considered that personal data have not been processed in accordance with data protection regulations, they may lodge a complaint with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

In general, the data provided will be kept for as long as the contractual relationship is maintained, and after the contractual relationship, in accordance with tax and accounting regulations for a period of 5 years. Once the legal limitation periods have elapsed, the Personal Data will be destroyed.

Further information on how Messer treats personal data can be found in our Privacy Policy [Privacy Policy - Messer Iberica de Gases S.A.](#)

#### Contract for the commissioning of processing

In compliance with the provisions of the RGPD, as well as any applicable national legislation, the PURCHASER (hereinafter, the "RESPONSIBLE PARTY") and MESSER IBERICA DE GASES, S.A.U. (hereinafter, the "PRINCIPAL") shall be responsible for complying with their obligations regarding data protection during the execution of these General Terms and Conditions of Business and the Contract for the Assignment of Use of the Facility.

Likewise, the CARRIER will carry out the processing of personal data that is necessary to comply with the provisions of these General Terms and Conditions of Business and the Contract for the Transfer of Use of the Facility, in accordance with the provisions of article 28 of the RGPD, and the applicable national data protection regulations.

The conditions under which the CARRIER undertakes to carry out the processing of personal data on behalf of the RESPONSIBLE PARTY are as follows:

- a) The CARRIER shall process the personal data only on the documented instructions of the CONTROLLER, including with regard to transfers of personal data to a third country or an international organisation, unless obliged to do so under Union or Member State law applicable to the CARRIER; in such a case, the CARRIER shall inform the CONTROLLER of any such transfer, including with regard to transfers of personal data to a third country or an international organisation, unless the CARRIER is obliged to do so under Union or Member State law applicable to the CARRIER; in such a case, the CARRIER shall inform the CONTROLLER of any such transfer.  
RESPONSIBLE for such a legal requirement prior to processing, unless such a law prohibits it for important reasons of public interest.
- b) the CARRIER shall ensure that persons authorised to process personal data have undertaken to respect confidentiality or are subject to a confidentiality obligation of a statutory nature.
- c) The CARRIER shall take all necessary technical and organisational measures in accordance with Article 32 of the GDPR.
- d) the CAREGIVER shall not use another processor without the prior written authorisation, specific or general, of the RESPONSIBLE. In the latter case, the PRINCIPAL shall inform the RESPONSIBLE of any intended change in the addition or replacement of other processors, thereby giving the RESPONSIBLE the opportunity to object to such changes. Where the PRINCIPAL uses another processor to carry out certain processing activities on behalf of the RESPONSIBLE, the same data protection obligations shall be imposed on this other processor, by contract or other legal act established in accordance with Union law and/or applicable

national law, as those stipulated in these General Business Terms and Conditions accompanying it and the Facility Transfer Agreement, in particular the provision of sufficient guarantees of implementation of appropriate technical and organisational measures so that the processing is in accordance with the provisions of the GDPR.

- e) The CONTROLLER will assist the CONTROLLER, taking into account the nature of the processing, through appropriate technical and organisational measures, where possible, to fulfil its obligation to respond to requests aiming at the exercise of data subjects' rights (access, rectification, erasure, objection, portability, restriction of processing, and the right not to be subject to automated individual decisions, including profiling).
- f) The CARRIER shall assist and cooperate with the RESPONSIBLE PARTY to ensure compliance with the obligations set out in Articles 32 to 36 of the GDPR (security of processing, notification of personal data security breaches to the supervisory authority and, where appropriate, to data subjects; data protection impact assessments), taking into account the nature of the processing and the information available to the CARRIER.
- g) The CARRIER undertakes to delete or return, at the option of the CONTROLLER, all personal data upon termination of the provision of the processing services, and will delete existing copies unless the retention of personal data is required by Union law or applicable national law.
- h) the PRINCIPAL shall make available to the RESPONSIBLE PARTY all information necessary to demonstrate compliance with the obligations set out in these General Business Terms and Conditions accompanying it and the Facility Licensing Agreement, as well as to enable and assist audits, including inspections, by the RESPONSIBLE PARTY or another auditor authorised by the Controller. For this purpose, adherence by the CARRIER to a code of conduct approved pursuant to Article 40 of the GDPR or to a certification mechanism approved pursuant to Article 42 may be used as an element to demonstrate the existence of sufficient safeguards, in particular with regard to the implementation of appropriate technical and organisational measures.
- i) The CARRIER shall immediately inform the RESPONSIBLE if, in its opinion, an instruction infringes the GDPR or other provisions of national data protection law that apply.

#### **D4. Conflict resolution**

In accordance with the provisions of Organic Law 1/2025 of 2 January, on measures for the efficiency of the Public Justice Service, any differences that may arise between the parties shall be resolved beforehand by any of the appropriate means for the resolution of disputes contemplated in said legal text, such that the present agreement shall have the effect of an arbitration clause and shall in turn have the effects of procedurality set out in said legal text.

In this respect, any dispute, controversy or claim arising out of or relating to these General Terms and Conditions, and if either party decides that the dispute cannot be resolved through direct discussion, the parties shall endeavour to settle the dispute amicably through the systems referred to in the preceding paragraph. If this does not lead to a solution, then the provisions of the following General Condition shall apply.

#### **D5. Legislation and Jurisdiction**

The contractual relationship is governed by the applicable Spanish common law, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict of law rules. The exclusive place of jurisdiction for all claims arising from the contract between the parties shall be Tarragona, Spain. However, MESSER shall also be entitled to bring proceedings against the BUYER at the place

corresponding to its registered office. If the BUYER is considered to be a consumer, the applicable jurisdiction shall be the latter's domicile

### **D6. 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 set out in their Codes of Conduct, which list the key elements that each PARTY considers most important in their business relationships. In this regard, the BUYER undertakes to support and actively respect the values and principles of MESSER as set out in the Messer Code of Conduct, as well as in the Business Partner Code of Conduct, which lists those key elements that MESSER considers most relevant in its business relationships and which appear on its website: [MESSER'S COMPLIANCE MANAGEMENT SYSTEM - Messer Iberica de Gases S.A.](#)

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 further undertake to comply with all relevant regulations on the import, export and re-export of the products, goods, software or technology that are the subject of this Agreement.

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