

GENERAL COMMERCIAL CONDITIONS FOR SUPPLY OF LIQUID GASES IN TANKS

1. Scope of validity

All deliveries are based on our General Terms and Conditions of Business.

2. Supply

Supplies are made according to MESSER's route plan, in accordance with the CUSTOMER's needs, considering that the contracted consumption will be made on a regular basis throughout the year. In the event of variations in the forecast anticipated by the BUYER, the latter shall inform MESSER in writing as soon as they become known, with a minimum of one week's notice. The BUYER grants MESSER complete freedom of schedule to carry out product downloads and to adapt them to its distribution system.

The PURCHASER shall be responsible for the legal obligations of the downloads according to the legal regulations in force.

3. Handling of gas cylinders or gas containers

The BUYER shall observe the applicable regulations when handling the packaged gases, in particular the provisions on occupational safety and accident prevention, as well as the generally recognized safety rules specified by MESSER and accepted by the BUYER. To this effect, safety data sheets on the product covered by the contract are available to the BUYER on Messer's website via the following link:

[Product Data Sheets.](#)

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. Terms of payment

- a) MESSER reserves the right to suspend deliveries in the event that payments are overdue and unsatisfied by the PURCHASER.
- b) In the event of late payment, MESSER may charge the PURCHASER interest for late payment, which shall be charged on the basis of three points above the average one-month EURIBOR (or substitute) for the days of delay in payment. MESSER may claim the expenses incurred for returns or other similar expenses. It may also claim compensation for demonstrable damages.
- c) The BUYER may only offset its payments against firm and legally recognized debts of MESSER by prior agreement with MESSER.

6. Transfer of ownership of gas

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

7. Price revisions

The prices mentioned in the preceding clauses shall be reviewed at least annually every January. In the event of significant changes in energy and/or transport costs, MESSER may revise the prices in an extraordinary manner.

8. Warranty

Any complaints regarding the delivery must be addressed by the BUYER to MESSER in writing. If the gases delivered are defective or if they do not comply with the specified type or quantity, the BUYER may choose whether he prefers to have the gases replenished at with the volume agreed for the delivery or to be released from his obligation to pay for them. If the replacement delivery does not comply with the Contract, the BUYER may cancel the order

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and the full purchase price shall be payable to the BUYER. Notwithstanding the foregoing, if the PURCHASER consumes such gases supplied in spite of their being defective or not complying with the specified type or quantity, they shall be deemed to have been accepted as if they had been supplied in perfect condition.

Damage caused by failure to follow the installation instructions provided by MESSER will result in the non-application of the warranties described on the product.

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

MESSER shall only be liable for claims of the BUYER for: a) deliveries or services which do not comply with the provisions of the Contract; b) lack of due care and/or diligence on the part of MESSER, also applicable to remedial measures or supplementary deliveries; in both cases to the extent of MESSER's liability insurance coverage. This limitation does not apply in cases in which the applicable legal regulations in accordance with item 12 bind MESSER to an extensive liability of MESSER.

10. Delivery time of supplies

The delivery period for supplies is agreed according to the needs of the BUYER specified in section 2 (Supply), and must always be complied with except in the case of acts of God or force majeure. The following are understood, among others, as causes of force majeure or fortuitous events: general or sectoral strikes, impossibility of supplying energy and/or raw materials, lack of essential supplies, situations of interruption of traffic affecting transport, cases of war or rebellion, epidemics, hurricanes, earthquakes, fires, lightning, floods, etc.

In the aforementioned cases, the BUYER and MESSER shall take measures by mutual agreement to resolve

these situations, notifying the other party as soon as possible after the occurrence of the fortuitous event or force majeure.

11. Third-party supplies

MESSER may fulfill its supply obligations through another company and may supply through third parties if it is unable to supply the PURCHASER.

12. Conflict resolution

Pursuant to the provisions of Organic Law 1/2025 of January 2, regarding measures for the efficiency of the Public Justice Service, any dispute that may arise between the parties shall be resolved beforehand by any of the appropriate means for the settlement of disputes contemplated in said legal text, such that this agreement shall have the effect of an arbitration clause and shall in turn have the procedural effects set forth in the aforementioned legal text.

In this regard, any dispute, controversy or claim arising out of or relating to these General Conditions, and if either party decides that the dispute cannot be resolved through direct discussion, the parties shall attempt to resolve the dispute in an amicable manner 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.

13. Applicable law and jurisdiction

This Agreement is governed by the laws of Spain, excluding all conditions of treaties on the international sale of goods (CISG). The Courts of Tarragona shall have jurisdiction.

14. Contract Modifications

The contracting parties have not reached any agreements other than those contained in this Supply Agreement, these General Terms and

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Conditions of Business accompanying it and the Contract for the Assignment of Use of the Facility to which it is attached. Suspension, modification and supplementation of the agreed clauses shall require the written form and its subscription by both parties. The waiver of this written form clause must also be made in writing.

15. 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 appear 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 and the Contract for the Assignment of Use of the Facility.

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 accessible by suppliers providing services to the parties in order to fulfill the purposes expressed above linked to the contractual performance. In certain cases, personal data may be processed on servers located inside or outside the European Union. Possible international transfers of personal data will

always be carried out in accordance with Chapter V of the GDPR.

Therefore, the person responsible for the treatment 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 BUYER is entitled to exercise the rights of access, rectification, deletion, cancellation, portability and opposition, as well as 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 through the email address: proteccion.datos@messergroup.com, being in certain cases necessary to prove identity. In treatments based on the legitimate interest of the parties, and without prejudice to the foregoing, the parties have the right to request information on the weighting carried out. Likewise, if it is considered that the personal data has not been processed in accordance with the data protection regulations, they may file a complaint with the Spanish Data Protection Agency (www.aepd.es).

In general, the data provided will be kept for as long as the contractual relationship is maintained, and after the same, in accordance with tax and accounting regulations for a period of 5 years. After 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.

Processing order contract

In compliance with the provisions of the RGPD, as well as any applicable national legislation, the PURCHASER (hereinafter, the "RESPONSIBLE

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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 shall carry out the processing of personal data necessary to comply with the provisions of these General Terms and Conditions of Business and the Contract for the Assignment 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 are as follows:

- a) The CARRIER shall process the personal data only upon documented instructions from the RESPONSIBLE PARTY, including with respect to transfers of personal data to a third country or an international organization, unless obliged to do so under Union or Member State law applicable to the CARRIER; in such a case, the CARRIER shall inform the RESPONSIBLE PARTY of such legal requirement prior to processing, unless such law prohibits it for important reasons of public interest.
- b) The PRINCIPAL shall ensure that the persons authorized to process personal data have undertaken to respect confidentiality or are subject to a confidentiality obligation of a statutory nature.
- c) The CONTROLLER shall take all necessary technical and organizational measures in accordance with Article 32 of the GDPR.
- d) The PRINCIPAL shall not use another processor without the prior written authorization, specific or general, of the RESPONSIBLE. In the latter case, the

PRINCIPAL shall inform the RESPONSIBLE of any planned change in the incorporation or replacement of other processors, thus 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 regulations, as those stipulated in these General Business Conditions accompanying it and the Contract of Assignment of use of Facility, in particular the provision of sufficient guarantees of implementation of appropriate technical and organizational measures so that the processing is in compliance with the provisions of the GDPR.

- e) The CARRIER shall assist the CONTROLLER, taking into account the nature of the processing, through appropriate technical and organizational measures, whenever possible, to enable it to fulfill its obligation to respond to requests aimed at exercising the 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 to ensure compliance with the obligations set forth 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; impact assessments relating to data protection), taking into account the nature of the processing and the information at the CARRIER's disposal.

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- g) The PROCESSOR undertakes to delete or return, at the option of the CONTROLLER, all personal data upon termination of the provision of the processing services, and shall delete existing copies unless the retention of personal data is required by Union law or applicable national regulations.
- 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 Assignment Agreement, as well as to allow and contribute to the performance of audits, including inspections, by the RESPONSIBLE PARTY or another auditor authorized by the Responsible Party. For these purposes, the RESPONSIBLE PARTY's adherence 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 guarantees, in particular with regard to the implementation of appropriate technical and organizational measures.
- i) The CARRIER shall immediately inform the RESPONSIBLE if, in its opinion, an instruction violates the GDPR or other provisions of the applicable national data protection law.

16. Limitation of Liability

MESSER's liability, regardless of the legal basis for such liability, whether in contract or 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 such annuity. In no event shall MESSER be liable for business interruptions and financial losses, such as

loss of profits or revenues, payment of interest and other financing costs or loss of use.

The limitations of liability set forth in this Clause 15 shall not apply to claims arising out of or in connection with:

- a) fraud, willful misconduct or gross negligence;
- b) breach of warranties, and
- c) any other obligatory liability towards third parties, which cannot be excluded by contractual agreement.

The PURCHASER is aware that the use of the installation involves inherent risks. In this regard, he undertakes to inform his employees and any collaborators, ensuring compliance with the safety regulations in force and limiting the use of the installation to the purposes described in the applicable technical documentation. Likewise, the PURCHASER shall hold MESSER harmless against any liability that may arise as a result of its failure to comply with these obligations, taking full responsibility for all risks and liabilities for damages, both to persons and property, that may arise from the use of the installation.

In the case of installations owned by the PURCHASER, the PURCHASER shall also be responsible for their use and for any damages they may cause.

17. Measuring system

The BUYER shall check at least once a day the level of gases in the tank, regardless of the auxiliary measurement system installed by MESSER as it is a monitoring system for the purpose of controlling the filling level of the tank, the purpose of which is for MESSER to plan gas deliveries.

The metering system does not release the BUYER from the obligation to regularly check the gas level in

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the tank. The BUYER shall not allow a situation in which the tank remains completely empty and shall ensure that the amount of gas in the tank is always sufficient to meet the ongoing gas requirements of the tank. The PURCHASER shall also be bound by the above if it places orders for the gases on the basis of indications from the telemetry system or if it relies on deliveries made by MESSER.

The BUYER shall immediately inform MESSER if the BUYER's gas demand changes and, in particular, if the average gas demand increases by 10% compared to the previous month. Furthermore, the BUYER shall inform MESSER immediately, via telephone and at the same time via email, of any irregularities in the proper functioning or gas level of the equipment.

18. 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 fulfillment of this commitment by actively supporting and respecting the values and principles of the PARTIES as set forth 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 forth 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 labor, 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 or 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 business 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.