

GENERAL CONDITIONS OF PURCHASE AND PROVISION OF SERVICES

1.- Definitions

In this document, "Supplier" shall be understood as the entity to which the order is placed and Messer Ibérica de Gases, S.A. Unipersonal (also referred to as "Messer") shall be the "Buyer" or "Customer" that acquires the goods or contracts the service, as the case may be. The general conditions specified below shall be the only ones that regulate the operations between the Supplier and Messer unless there is a written agreement to the contrary or they are reflected in the particular conditions of the order.

These General Conditions of Purchase and Provision of Services (the "General Conditions") supersede and replace the general conditions prior to this date, as well as any previous agreement in force between the parties (unless expressly agreed to be applicable) and any other general conditions of the Supplier, regardless of the date of their preparation or adoption.

2.- Offers

With regard to quantities, qualities and services, the Supplier shall adhere to the definition given in the request for quotation. In the event of any deviations from these data, this must be expressly stated. The offer shall be non-binding and free of charge for Messer. All documentation made available to the Supplier to facilitate the execution of the offer shall be returned together with the offer.

The Supplier is informed that one of the criteria followed by Messer in the evaluation for the purchase of the material or the contracting of the requested service is energy efficiency.

3.- Orders

Only orders placed in writing shall be considered valid. All other orders shall only become valid when Messer's Purchasing Department has given its written consent.

The Supplier shall return the duplicate of the order within fifteen (15) days from the date of the order, whenever required by Messer. Commencement of performance of the supply or provision of services detailed in the order before the above requirement is fulfilled shall imply automatic and unreserved acceptance of all the stipulations contained therein.

The acceptance of the order by the Supplier, whether expressly or tacitly, implies the automatic waiver by the Supplier of the application of its corresponding general conditions and the application of these general conditions of Messer, unless otherwise agreed in writing or reflected in the particular conditions of the order.

4.- Pricing

The prices indicated in the order shall be final and shall be understood to include packaging, transport, insurance and other expenses until delivery at the place of destination indicated in the order, or until the service is rendered. It shall be understood that the transport insurance, which shall be borne by the Supplier, covers at least the total amount of the goods transported, and Messer shall be exempt from any incident or cost arising from this concept.

No modification in the invoice of the prices indicated in the order will be admitted unless Messer expressly authorizes it in writing prior to the date of issue of the corresponding invoice.

The Supplier shall be liable for any difference in freight, carriage and other charges arising from failure to comply with the shipping instructions specified in the order.

5.- Delivery time

The delivery terms and deadlines shall be deemed essential and therefore binding and mandatory for the Supplier. The delivery term shall be the one indicated in the order. If the Supplier considers that it will not be able to perform the services or the supply in whole or in part within the deadline set, it shall notify this in writing immediately, stating the causes and the duration of the delay, without this exempting the Supplier from any liability.

For the duration of the delay, Messer, upon notice to the Supplier, may obtain the supplies or the performance of the services from another supplier, and shall be entitled to reduce, to the same extent, the quantity of supplies indicated in the order or the reduction of the services not performed, all this without waiving the right to claim compensation for damages incurred. The Supplier is liable for all damages resulting from a delay in time as agreed in its contractual relationship with Messer, including additional transportation costs, restart costs, or additional costs for the purchase of the products subject to the Order from third parties or for the provision of services.

In the event of failure to meet the deadline without Messer's express acceptance, Messer reserves the right, at its discretion, to:

- a) Consider the total or partial cancellation of the Order, for which the communication of this decision in writing to the Supplier shall be sufficient; and/or

- b) Apply a penalty of two percent (2%) of the amount of the Order not delivered on time for each week of delay, without this penalty exceeding ten percent (10%) of the amount of the Order.

An Order shall not be considered delivered until Messer has received the goods and all documents necessary for final acceptance of the goods or until the performance of the service has been completed to Messer's satisfaction.

In the event of early or excess deliveries by the Supplier with respect to what is consigned in the Order or program, Messer may choose between the return of the anticipated or excess quantities, or their acceptance and deposit in its warehouses. In the first case, the Supplier shall bear the risks and expenses of the return. In the second case, acceptance shall not imply any modification of Messer's payment obligations, which shall become effective in the terms and amounts provided for in the Order or program.

6.- Packing, marking and shipping

All products supplied by the Supplier shall be packed, marked and shipped subject to Messer's particular requirements, as well as in compliance with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country or countries of destination or in relation to labeling, marking and packaging. In any case, and without prejudice to any guidelines or requirements coming from Messer, the Supplier shall guarantee the integrity and safety of the goods and products to be supplied, establishing for this purpose all appropriate measures to ensure the shipment of the goods and products subject of the Order under quality conditions and in accordance with the highest market standards. The Supplier shall provide all necessary information (including written documentation and electronic transaction records) to enable Messer to comply with its customs obligations, origin marking or labeling needs and local content origin requirements, if any. Unless otherwise agreed between the Parties, or otherwise stated in the Order, export licenses or authorizations required for export shall be the responsibility of Supplier, in which case Supplier shall provide such information as may be necessary to enable Messer to obtain the necessary licenses or authorizations.

7.- Delivery of the goods

Delivery of the goods shall take place at the place indicated in the Order free of packaging and carriage paid by the Supplier. All packages must be labeled indicating their contents, order number, destination section, place and other Messer references.

The goods must be accompanied by a delivery note specifying their characteristics, order number and Messer's data, and if applicable, their detailed breakdown by boxes or any other packaging, as well as the number of packages and their gross and net weights, as well as any other document necessary to carry out the final reception.

The Supplier must guarantee the traceability of the Products, as well as their components and associated materials, if any, as well as all operations (transport, processing, maintenance, etc.) carried out during the life of the product. The goods must always be accompanied by the corresponding documents, such as drawings, certificates, guidelines, etc., requested either in the Order or in the applicable regulations. Without these documents, the reception process will not start.

8.- Reception of goods or services

Goods: They shall be received by Messer, or by the consignee designated by the latter, at the place of destination, indicating "provisional reception" on the delivery note. Subsequently, the goods and the corresponding documentation will be examined. If within fifteen (15) days from the date of provisional reception Messer has not made any express observations, it shall be considered as definitive without prejudice to the provisions of the warranty conditions.

Services: They shall be received by Messer, or by the addressee designated by Messer, at the place agreed upon once they are completed and conformed. Such conformity shall be reflected in the payment of the price by Messer to the Supplier, without prejudice to the provisions of the warranty conditions.

The supplier is aware that its performance in connection with the delivery of products and/or services will be followed up. The lack of issues of any kind will add value to its performance while special attention will be given to consistency in delivery time fulfilment, quality of the product and/or service, as well as an adequate documentation management.

9.- Transfer of ownership and risks

Ownership of the goods, products and results derived from the provision of the services covered by the Order shall pass to Messer at the time of signing the delivery note or with the payment of the price, whichever occurs first, while the risk shall pass, and except as may be

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expressly agreed by the parties, at the time of actual delivery of the goods and products, as specified in the signing of the delivery note of the same at destination.

10.- Warranties

Supplier warrants to Messer for a period of twenty-four (24) months after final receipt, that the products or services supplied under any Order:

- a) Are free from defects in workmanship, materials or workmanship.
- b) They conform to specifications and are suitable for the purpose for which they are intended.
- c) They are of first quality.

The Supplier undertakes, upon notice, to replace or correct promptly and without expense to Messer any materials or services which do not comply with the foregoing requirements. In the event of failure to comply with this obligation, Messer may correct or replace such materials or services and charge the Supplier for the costs thereof.

Supplier may not make any modifications to (i) the goods and products (including engineering, design, pricing, etc.), (ii) the manufacturing process, (iii) changes of subcontractors or suppliers, etc. without Messer's prior consent. Changes made without Messer's prior consent shall be deemed unilaterally made by the Supplier and shall not be valid and therefore not enforceable, nor may they have any impact on the Price.

11.- Invoicing and Payment

In order to be accepted without incident, invoices must meet the following requirements:

- a) All mandatory fiscal data of the Supplier and Messer must be included.
- b) They shall be sent to the following address: "Apartado de Correos nº 378, 43080 Tarragona" or, in the case of electronic invoices, to the address indicated in the Order: invoice.es@messergroup.com or signature.es@messergroup.com. It is essential that the delivery notes are valued and that the Order number is indicated both on the delivery notes and on the invoices.
- c) In order to proceed with the collection of any advance payments that may have been agreed upon, it will be necessary to send the corresponding partial invoices, together with the guarantee, if applicable.
- d) Messer reserves the right to delay, to the corresponding extent, the payment of those invoices that reach Messer more than fifteen days after the date of the invoice itself.
- e) In no case shall an invoice dated prior to the definitive reception of the supply or service be approved.
- f) The invoice must be accompanied by a copy of the delivery notes received or indicate their reference.
- g) Payments will be made on Messer's established payday.

In the event of non-compliance with any of the above requirements, Messer reserves the right to return the invoice and, as a consequence, to delay the due date of the invoice.

12.- Labor and civil liabilities

In the event that the procurement governed by these conditions entails the entry of the Supplier's personnel into Messer's premises whether they are production plants, warehouses, or customer installations, such personnel shall justify prior to entry their employment relationship with the Supplier and be up to date in the payment of Social Security contributions and tax obligations. This requirement shall be indispensable to issue the corresponding permits in the factory prior to the commencement of the work.

The Supplier shall be responsible for compliance with the current legislation on Health and Safety at Work, providing its personnel with the elements established by said legislation in each case, and adopting the measures required by each situation.

On the other hand, the supplier will fulfill Messer's documentation requirement in connection with the Coordination of Business Activities and to update Messer's document management platform to that end.

Likewise, the work carried out by the Supplier on the factory premises shall be insured by a civil liability insurance policy taken out by the Supplier, with a minimum coverage of three hundred thousand euros (300,000.00.-€).

13.- Compensation

Messer, as well as any of the companies that make up the Group to which it belongs in accordance with the provisions of art. 42 of the Commercial Code, may deduct or offset any amount owed to the Supplier by any of said companies against any amount owed by the Supplier to any of said companies. In this regard, Messer reserves the right to set off any liquid, due and payable debt against any liquid, due and payable debt that owes to the Supplier, directly offsetting the applicable amounts against the invoices payable to the Supplier.

14.- Force majeure

Neither party shall be liable for failure to comply with its obligations, provided that such failure is due to a Force Majeure event duly notified to the other party. The party affected by the Force Majeure event must notify the other party as soon as possible, indicating the facts it faces, the estimated duration of the Force Majeure event and the measures it will take to mitigate its effects. If the Force Majeure event affecting the Supplier extends beyond TWENTY (20) calendar days after Messer has been informed, it may terminate the Order, in whole or in part, by registered letter with acknowledgement of receipt and provided that it has not been possible to reach a joint solution to resolve the problems caused by the Force Majeure event. During the Force Majeure event, the parties may adopt the measures they deem appropriate to avoid the damages caused by the impossibility for the Supplier to comply with its obligations. For these purposes, the following, among others, shall be considered force majeure: wars (declared or not); serious disturbances; total strikes; lockouts; sanitary pandemics (declared by the competent international organization); embargoes, omissions or delays in the action of a governmental authority; extraordinary natural events; or any other unforeseeable or unavoidable circumstance that alters the conditions of the obligations herein reflected. Notwithstanding the foregoing, and for clarification purposes, all those events that were already known by the Parties and existing at the time of acceptance of the Order by the Supplier shall not be considered as Force Majeure events, and therefore the provisions of this Clause shall not be applicable to them.

15.- Legal requirements

All supplies and services rendered must comply with the regulations and legal provisions established for this purpose, and the corresponding documentation must be provided for their justification.

16.- Corporate social responsibility and regulatory compliance

1. Messer has a Compliance Management System ('*Compliance Management System*') that reflects its commitment to quality, socially responsible work in strict compliance with current legislation, as well as to reducing the risk of committing crimes. This commitment is implemented through its Code of Conduct and its Code of Conduct for Business Partners, as well as through the various applicable policies available on the website <https://www.messer.es/compliance>.
2. In line with these principles, Messer requires its suppliers to act in accordance with the same ethical, responsible and legal standards. The Supplier declares that it has read and expressly agrees to comply with Messer's Code of Conduct and the Code of Conduct for Business Partners by accepting these General Terms and Conditions of Purchase.
3. The relationship between Messer and the Supplier is based on high standards of integrity determined by applicable law. The Supplier undertakes to:
 - Not tolerate or participate in any form of corruption or bribery, including facilitation payments or any other type of benefit offered to public officials or third parties to unlawfully influence decisions.
 - Comply with and enforce compliance by its employees, subcontractors, agents or any third party subject to its control or influence with the principles set out in Messer's Code of Conduct and applicable legislation in the following areas:
 - Employment conditions.
 - Exports and international sanctions.
 - Environmental protection.
 - Defence of competition law and antitrust.
4. The Supplier shall provide Messer, at any time and upon request, with the information necessary to verify compliance with the Messer Code of Conduct and the Compliance Management System.
5. Messer is committed to a process of continuous improvement with its suppliers in order to achieve compliance with the key principles of its Code of Conduct. In the event of non-compliance, Messer and the Supplier shall work together to define and

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implement the necessary corrective measures, provided that the Supplier formally undertakes to correct such deficiencies within a reasonable period of time. Otherwise, Messer reserves the right to terminate the contractual relationship.

17.- Supplier's Responsibility

Messer reserves the right to cancel any Order due to a breach of the obligations and duties assumed by the Supplier under these General Conditions, as well as the right to claim compensation for direct, indirect, consequential and reputational damages suffered. The Supplier shall hold Messer harmless from all liabilities demanded of it and which originate and/or result from acts directly and/or indirectly attributable to the Supplier.

18.- Assignment

The Supplier may not assign its contractual position under these General Terms and Conditions to third parties, except with Messer's prior written consent.

Any assignment or subcontracting carried out outside the terms provided for in this Clause shall be null and void and shall not be effective against Messer.

19.- Insurance

The Supplier shall have subscribed, during the entire term of these General Conditions, a civil liability insurance policy to cover possible damages, both personal and material, deriving from its activity, with a minimum coverage of 300,000 euros per claim.

The Supplier shall send Messer a photocopy of the policy subscribed, as well as of any subsequent modifications that may be made to the same, all within fifteen (15) calendar days following the subscription of these General Conditions or the modification of the policy.

20.- Nullity or invalidity of clauses

If any of the stipulations and/or conditions of the Order should be declared null, void, voidable or ineffective, such declaration shall not invalidate the rest of the Order, which shall maintain its validity and effectiveness. The headings and titles of these General Conditions only facilitate their consultation, so they shall not affect the interpretation of the provisions contained herein.

21.- Confidentiality

Confidential Information is understood to be all information, regardless of its nature, which may be provided by a party verbally, in writing or by any other means or medium, tangible or intangible, relating to the provision of the service, as well as any information for the proper performance of the business relationship, as well as any other information to which they may have access as a result of the business relationship, or which is generated as a result thereof, and which is not available to the public. Such Confidential Information includes, but is not limited to, the following: materials, data, metrics, documents, technology, know-how, strategies, business plans, intellectual property, products, formulas, models, prototypes, compilations, devices, installations, ideas, projects, operations, techniques and any other type of information with commercial, technical and/or economic value, and identified as confidential or secret by the disclosing party, or which the receiving party has reason to believe has such consideration or should be treated as such. Likewise, any personal data to which Messer or the Supplier has access by virtue of the business relationship between the Parties shall be considered part of the Confidential Information.

Both parties acknowledge that, during their business relationship, they are likely to have access to Confidential Information of the other party. Therefore, under these Terms and Conditions, the receiving party undertakes to maintain the strictest confidentiality and secrecy with respect to the Confidential Information, which must be treated in accordance with (i) the confidentiality rules set forth herein; (ii) the specific rules on personal data transmitted to it by the other party; and (iii) the mandatory rules on the processing of personal data.

In connection with the foregoing, the parties undertake to adopt the same security measures according to the state of the art of the professional sector, also avoiding its loss, theft or subtraction. Likewise, the parties acknowledge that, by accessing the Confidential Information of the other party, they do not acquire any right or license over such Confidential Information.

The duty of confidentiality includes all information to which the receiving party, in each case, has had or could have had access during the relationship between the Parties, even prior to the issuing of this Purchase Order.

The Parties agree that the obligation of confidentiality arising from their business relationship and governed by these General Terms and Conditions shall persist both during the term of their business relationship and after its termination, without time limit.

The parties are obliged to keep all Confidential Information to which they have access as secret and confidential and shall not dispose of it for any purpose other than that permitted in these General Conditions without the prior written consent and authorization of the other party. The obligations assumed by each of the parties are extended to all personnel employed by the parties, whether managerial or not.

In particular, but without limitation, each party undertakes (except as otherwise provided in the following or as otherwise authorized by the other party or the other party's own instruction to the contrary) not to: (i) not to disclose or communicate (orally or in writing) Confidential Information that has been directly or indirectly provided by the counterparty, (ii) not to use the Confidential Information provided or fragments thereof for purposes other than those required by the collaboration with the counterparty, (iii) to keep the Confidential Information under strict secrecy and not to disclose it to any unauthorized party or person, (iv) not to make copies of the Confidential Information. In case of making copies for reasons strictly related to the proper performance of its duties, the receiving party undertakes to return them in their entirety, or if indicated, to destroy them. This obligation applies similarly to the digitally stored copies of the Confidential Information, (v) to use and file the Confidential Information with control and protection mechanisms, in accordance with the instructions of the counterparty, (vi) to treat as Confidential Information any information to which it may have access by virtue of its business relationship, and (vii) to use the Confidential Information exclusively for the performance of its functions as collaborator of the counterparty.

The above restrictions on disclosure and use shall not apply to information received, or any part thereof, provided that either party can reasonably establish beyond any doubt that: (i) the information was already in the public domain prior to its receipt, i.e., if it has already been published or has become generally available, (ii) the information was already known to the counterparty prior to disclosure, (iii) the information has become in the public domain subsequent to its receipt, without the receiving party having been responsible for its disclosure, (iv) the information has been developed independently by one of the parties without having at any time had contact or access to the Confidential Information, and (v) the information must be disclosed by express mandate of law, order of the competent authority, decree, regulation or other legal rule applicable to the receiving party, in which case each party must previously make it known to the other party.

The parties represent and acknowledge that the Confidential Information provided by each of them is the exclusive property of the disclosing party, and therefore the receiving party shall use such Confidential Information solely and exclusively for the purposes mentioned in these General Conditions.

Upon request of the party, or both parties, that provided Confidential Information, or upon termination of the business relationship, each party shall return all Confidential Information or destroy it in a secure manner, at the option of the party that provided the Confidential Information.

The parties acknowledge that any unauthorized disclosure and use of the Confidential Information may cause damages to the other party that may be difficult to quantify. The receiving party agrees to indemnify and hold the other party harmless against any direct or indirect damage or prejudice, loss, cost or any other payment obligation (including that derived from legal fees and procedural costs) that may arise from the improper use, utilization, disclosure or assignment of the Confidential Information made by the receiving party or by its representatives and/or employees.

22.- Protection of Personal Data

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 (GDPR), the Supplier authorizes Messer to process its traffic and billing data, with the personal data involved, for the purpose of performing the present contract, providing the service and performing the billing thereof. To the extent necessary to fulfill the purpose of the contract, the Supplier expressly consents to the transfer of such data to the companies of Messer Group, to the channel of agents and business partners that collaborate with Messer for the execution of its activities, as well as to the various banking and credit institutions with which Messer maintains a business relationship. The data will not be transferred to third parties other than the above, except in cases where there is a legal obligation.

Therefore, the person responsible for the processing of this data is MESSER IBÉRICA DE GASES, S.A.U. (NIF A-08255317) with address at Autovía Tarragona-Salou, km 3,800, 43480 de Vila-seca (Tarragona), with email: proteccion.datos@messergroup.com

The Supplier 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 and attaching a copy of his identification to

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proteccion.datos@messergroup.com.

In general, the data provided will be kept for as long as the business relationship is maintained, and after the same, in accordance with tax and accounting regulations for a period of 10 years.

23.- Industrial property and assignment of rights

Messer is the exclusive owner of all the results and contents delivered by the Supplier within the framework of the present provision of services or supply and of the documentation provided by the latter, and the Supplier must therefore proceed to their exclusive, free, universal and automatic transfer in favor of Messer. This extends, by way of example but not limitation, to all information, materials and contents of said services

Consequently, the Supplier acknowledges and accepts that all property rights and exploitation rights of industrial and intellectual property associated with the developments carried out by the Supplier within the framework of the provision of services or supply belong exclusively to Messer.

24.- Endorsements

When the particular conditions establish payments in advance of the delivery of the order, it will be necessary, except otherwise agreed, the presentation of a bank guarantee for the same amount and according to the model that will be provided by Messer when the order is placed. This guarantee must be enclosed with the acceptance of the order by the Supplier, and together with the corresponding invoice.

25.- 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 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 this agreement shall have the effect of an arbitration clause and in turn shall have the effects of procedural validity set forth in said 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 any of the mechanisms contemplated in the aforementioned law.

26.- Competent Jurisdiction and applicable law

Without prejudice to the provisions of the foregoing general condition, both parties expressly submit to the Courts of the city of Tarragona, waiving any other jurisdiction or domicile that may correspond to them. Likewise, they agree that the applicable law shall be Spanish law.