

GENERAL COMMERCIAL CONDITIONS FOR THE SALE OF MACHINERY, EQUIPMENT AND SERVICES

A) GENERAL ISSUES

1. Outreach

Messer Ibérica de Gases, S.A. Unipersonal (A-08255317) (hereinafter "MESSER") with registered office at Autovía Tarragona-Salou Km 3,8 E-43480 VILA-SECA (Tarragona), Spain, registered in the Mercantile Register of Tarragona Sheet T.6222, Folio 142, Volume 904, has established the present general conditions applicable to the sale of MACHINERY AND EQUIPMENT, as well as to the PROVISION OF SERVICES related to the installation, commissioning, maintenance and repair of the same

The sale and supply of SERVICES are governed exclusively by these general conditions of sale (hereinafter the "General Conditions") and apply to all sales of MACHINERY, EQUIPMENT AND SERVICE PROVISION, installation, maintenance and repair ordered through the Website, by telephone or email.

The CUSTOMER's own General Terms and Conditions shall only be deemed to be accepted in all respects insofar as they do not contradict the following clauses. The same shall apply if MESSER does not expressly reject the CUSTOMER's General Terms and Conditions. In the event of a conflict, the CUSTOMER acknowledges that MESSER's General Terms and Conditions shall prevail over the CUSTOMER's General Terms and Conditions in all respects in which they are not compatible.

The placing of an Order (whether on-line, by telephone or by e-mail) with MESSER shall constitute implicit acceptance of these General Terms and Conditions, which are available on the Website in updated form. Unless the Company expressly agrees otherwise in writing, any general terms and conditions of the CUSTOMER that conflict with, contradict or are not defined in these General Terms and Conditions shall not be recognised. Deviating conditions may only be agreed when both parties expressly do so in writing. In the event that these general conditions of sale are modified, they will be binding for all purchases made after their publication on the website.

The intellectual and/or industrial property of the offer, in all its terms, and the information attached to it, as well as the machinery, equipment and services object of the sale and purchase and that of the elements, plans, drawings, etc., incorporated or related to the same, belong to MESSER, and therefore their use by the CLIENT for purposes other than the completion of the order is expressly prohibited, as well as their total or partial copy or transfer of use in favour of third parties without the prior written consent of MESSER.

2. Offer. Formalisation of the contract. Prices

In order to be considered effective, the order must be accepted expressly and in writing by MESSER.

Acceptance of the offer, whether expressly or tacitly, implies the automatic waiver by the CUSTOMER of the application of its corresponding general conditions and the application of these General Conditions of Messer.

Unless otherwise agreed, all machinery, equipment and services shall be provided in accordance with MESSER's latest price list in force at the time the order is placed. With regard to quantities, qualities and services, the CUSTOMER shall abide by the definition given in the request for quotation.

All prices are 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 transport legislation, these shall be applied in accordance with the applicable tariffs. For all special measures that MESSER is obliged to take by law for the safe transport of the goods covered by this contract in road traffic, the established delivery surcharge shall apply.

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

The weights, dimensions, capacities, technical specifications and configurations relating to MESSER products included in catalogues, brochures, leaflets and technical literature are for guidance only and are not binding, with the exception of cases where MESSER accepts a closed specification from the CUSTOMER, which must form part of the order documents. For this purpose, the CUSTOMER shall comply with the specifications in the Safety Data Sheets for the machinery and equipment requested in the order document, which are provided to the CUSTOMER at the beginning of the contractual relationship.

3. Reservation of title

Ownership of the MACHINERY AND EQUIPMENT shall be transferred to the Client at the time of signing the delivery note (in the event of deferred payment and delivery of security by the Client) or upon payment of the price, whichever occurs first. In the event that the goods owned by MESSER become an essential part of other goods which are deemed to be the main goods, MESSER shall be co-owner of such main goods on a pro rata basis. The co-ownership share shall be the same ratio between the outstanding invoice of the Client compared to the market value of the main asset.

Delivery shall take place at the place indicated in the offer.

The risk passes to the CUSTOMER upon delivery or signature of the delivery note. For clarification purposes and unless expressly agreed otherwise, the risk of accidental damage or deterioration of the MACHINERY AND EQUIPMENT shall pass to the CUSTOMER 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 CUSTOMER, the risk shall be transferred to the CUSTOMER upon communication by MESSER that the Products are ready for shipment to the CUSTOMER.

4. Uses

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

The products shall be used in accordance with the guidelines set out in the safety data sheets.

GENERAL COMMERCIAL CONDITIONS FOR THE SALE OF MACHINERY, EQUIPMENT AND SERVICES

5. Assembly, installation and commissioning of MACHINERY AND EQUIPMENT

Unless otherwise agreed, the assembly and installation of MACHINERY AND EQUIPMENT at the customer's premises does not form part of MESSER's contractual obligations.

Damage caused by incorrect installation and/or installation contrary to the installation instructions shall exclude any warranty on the MACHINERY AND EQUIPMENT.

If it is agreed that MESSER shall be responsible for the supervision of the commissioning of MACHINERY AND EQUIPMENT at the customer's premises, MESSER's responsibility shall be limited to the following actions:

- a) Check for obvious assembly and installation errors;
- b) Check whether the installation of MACHINERY complies with the minimum specifications required for such MACHINERY;
- c) Supervision of the first start-up of machinery; and
- d) Initial training of the responsible personnel in the use of the machinery, regular supervision, maintenance and periodic checks of the correct performance of the machinery.

6. Sale of MACHINERY AND EQUIPMENT by third parties

MESSER may fulfil its obligations to deliver MACHINERY AND EQUIPMENT through third parties, provided that the latter comply with the security conditions, in which case it shall inform the CUSTOMER sufficiently in advance.

7. 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 non-payment.

If the CUSTOMER does not fulfil its obligation to pay for the goods purchased and, where applicable, the PROVISION OF SERVICES, MESSER shall be entitled not to deliver the MACHINERY AND EQUIPMENT and not to provide the service, with immediate effect. Likewise, the above shall also apply if there are reasonable doubts as to the solvency of the CUSTOMER (by way of example, repeated non-payment by the CUSTOMER), and MESSER shall be entitled to request advance payment before proceeding to make further deliveries, without prejudice to any previously agreed provision. In the event of late payment by the CUSTOMER, MESSER shall be entitled to withhold deliveries until the outstanding debts have been settled.

The CUSTOMER is only entitled to offset invoices owed to MESSER or other claims if there is no discrepancy or if the offset has been upheld by a final and binding court decision.

8. Orders

Orders shall be placed sufficiently in advance and by the means made available to the CUSTOMER by MESSER.

If the CUSTOMER places an order, and the order is cancelled by the CUSTOMER prior to delivery, MESSER may apply an extraordinary charge.

If the CUSTOMER places an urgent order, MESSER shall apply a surcharge for urgent service.

If MESSER has to use a special means of transport for the delivery of the product, the CUSTOMER may be charged for the extra cost of the special transport.

MESSER may impose a surcharge in the event of significant variations in transport costs.

9. Invoicing

If MESSER agrees to enter the invoices in the CUSTOMER's electronic portal, the extra cost of this service shall be invoiced by MESSER to the CUSTOMER

Invoices issued by MESSER shall contain the tax data of both parties.

The payment to be made by the Customer for the purchase of MACHINERY AND EQUIPMENT shall be due upon receipt of the corresponding invoice.

In the event of unpaid delivery of goods or PERFORMANCE OF SERVICES, MESSER shall be entitled to request the provision of payment guarantees, such as a confirmed and irrevocable letter of credit or a bank guarantee issued by an internationally recognised bank. In such a case, MESSER shall not be obliged to deliver the goods or provide the services to the Client if such guarantees have not been received.

10. Other services

If MESSER provides services not included in the contract, these shall be invoiced at the price according to the tariff in force at the time the service is provided.

B) LIABILITY, CLAIMS AND WARRANTIES

MESSER shall be liable, if required by mandatory regulations, 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, if regulated by mandatory regulations. In particular, MESSER shall not be liable in any case 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 that are 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 materials and equipment in the aforementioned sectors shall be at the risk and expense of the CUSTOMER, and MESSER's liability in this respect shall be excluded in its entirety.

Insofar as liability is limited or excluded, the same shall apply to all legal representatives, employees and auxiliary personnel working on behalf of MESSER.

GENERAL COMMERCIAL CONDITIONS FOR THE SALE OF MACHINERY, EQUIPMENT AND SERVICES

1. Limitation of Liability

The liability of the parties to each other, irrespective of the legal basis of such liability, whether contractual or non-contractual, shall be governed by the provisions of mandatory law and shall be limited to damages up to the amount corresponding to the value of the MACHINERY AND EQUIPMENT covered by the contract and, where applicable, the PROVISION OF SERVICES involved in the performance of the contract. 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 or consequential damages.

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

- a) fraud, willful misconduct or gross negligence where required by mandatory law;
- b) breach of guarantees;
- c) any other mandatory liability towards third parties, which cannot be excluded by contractual agreement.

In the case of installations, the CUSTOMER acknowledges that the use of the installation involves inherent risks, of which the CUSTOMER is fully aware. In this regard, the CUSTOMER assumes the obligation to adequately inform its employees and any person who may be exposed to such risks, ensuring compliance with current safety regulations and limiting the use of the installation to the purposes described in the applicable technical documentation. The CUSTOMER also undertakes to hold MESSER harmless against any liability that may arise as a result of its failure to comply with these obligations, assuming all risks and liability for any damage or harm, both to persons and property, that may arise from the use of the installation. In this regard, the CUSTOMER shall defend, indemnify and hold MESSER harmless against any claim, loss, damage, injury or harm, direct or indirect, that may result from the use of the installation.

In the event that the installation is owned by the CUSTOMER, the CUSTOMER shall also assume all liability arising from its use and any damages it may cause.

2. Unavoidable events

In the event of unforeseeable events which cannot be reasonably avoided by MESSER or its suppliers, such as pandemics, strikes, lockouts, work stoppages, acts of God or other similar circumstances, delivery and acceptance obligations shall be suspended for the duration of such hindrances. Liability for the aforementioned events is excluded even if they occur during a period of default. However, this shall not affect outstanding payment obligations.

3. Complaints

The CUSTOMER shall examine the quantities of materials and equipment shown on the invoice. Complaints must be made in writing within one month after receipt of the invoice. Failure by the CUSTOMER to notify any discrepancies that may exist shall be deemed acknowledgement of the quantities stated on the invoice. The CUSTOMER shall notify any claim in writing. Deliveries subject to complaint shall be returned immediately to the place of delivery.

The materials and equipment to be returned must be clearly labelled.

In the event that the CLIENT is considered a consumer in accordance with Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users, the CLIENT shall have the right of withdrawal in accordance with the following conditions:

- The CUSTOMER has 14 calendar days to cancel the purchase without the need for any justification. The period of 14 days shall start to run from the moment the CUSTOMER receives the materials and equipment.
- To exercise the right of withdrawal, the CUSTOMER must notify MESSER of its decision to cancel the contract by e-mail to the following address: atencion.cliente@messergroup.com and must return the goods to any MESSER branch in Spain.
- You may use the model withdrawal form which can be accessed via the following link: www.messer.es/condiciones but its use is not compulsory.
- In the event of withdrawal, MESSER shall refund the payments received, excluding the cost of returning materials and equipment, without undue delay and, in any event, within 14 days from the date on which MESSER receives the notice of withdrawal, and once it has received and verified that the Material box meets the conditions of withdrawal. The CUSTOMER shall only be liable for any diminution in the value of the Material and equipment as a result of its use or handling other than that which would be necessary to establish the nature, characteristics and proper functioning. MESSER will proceed to make the corresponding refund by bank transfer to the account indicated by the CUSTOMER and under no circumstances will the CUSTOMER incur any expenses as a result of the refund, except for the total cost of the return.

4. Guarantee

If a delivery of material and equipment is defective, or deviates from the kind or quantity ordered, MESSER shall either deliver a substitute to the CUSTOMER, repair the defective MACHINERY or EQUIPMENT or release the CUSTOMER from the obligation to pay the price thereof. In this case the CUSTOMER shall be entitled to cancel the delivery or request an appropriate reduction corresponding to the purchase price.

Any claim arising from the warranty clause is subject to examination of the delivery by the CUSTOMER upon receipt, reliable notification to MESSER of the non-conformity in accordance with the applicable regulations and subsequent review of the defect by MESSER. The warranty remains in force for a period of 12 months from the date of delivery of the material and equipment in question.

It is at MESSER's discretion to determine whether defective parts will be repaired or replaced. Replaced parts shall become the property of MESSER after replacement, unless otherwise agreed. Shipping costs shall be borne by MESSER, unless the returned goods prove not to be defective. If subsequent improvements fail in whole or in part, the Customer may claim a reasonable reduction of the price or declare the contract terminated.

GENERAL COMMERCIAL CONDITIONS FOR THE SALE OF MACHINERY, EQUIPMENT AND SERVICES

In the event that the CUSTOMER is considered a consumer, the guarantee would be for two years.

C) OTHER ASPECTS: MODIFICATIONS, TERMINATION, DATA PROTECTION, COMPLIANCE.

1. Modifications to the contract. Partial nullity

Written form is required for any revocation, amendment and supplementation of the agreed contractual conditions. The written form is also 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.

2. Extinction

Without prejudice to any other rights of the parties, MESSER may terminate the contract without incurring any liability to the CUSTOMER, after giving notice of termination of the contract, if it incurs in any of the following events:

- (a) The CUSTOMER 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;
- (b) The CUSTOMER breaches any obligation of these General Terms and Conditions or the terms agreed with MESSER in writing by means of the contract or its annexes, except when the breach can be remedied and is corrected within thirty (30) days following the date of the notification requiring the CUSTOMER to remedy it in writing. Once this period has elapsed without the non-compliance having been remedied, MESSER may terminate the contract by notifying the CUSTOMER in writing, and shall be entitled to claim any damages that may correspond to the CUSTOMER. If it is not possible to remedy the breach, the contract shall be terminated upon receipt of the written notification stating the desire to terminate the contract; or
- (c) The CUSTOMER repeatedly fails to comply with any of the terms set out in these General Conditions or in the main contract or its annexes, in such a way that its conduct is reasonably justified as being inconsistent with the intention or ability to enforce the terms of the General Conditions; or
- (d) The CUSTOMER enters into liquidation, or the opening of liquidation proceedings by a third party has been requested against it, it reaches an agreement with its creditors, or it becomes insolvent, or other equivalent situations.

In the event of termination of the contract for incurring one of the above causes, the CUSTOMER shall immediately pay MESSER all outstanding invoices and interest in respect of the material, equipment and services provided by MESSER.

3. 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, specifically, 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 for in order to fulfil the purposes expressed above in connection with the execution of the contract. 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 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, deletion, 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@messergroup.com, in certain cases requiring proof of identity. 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).

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 documented instructions from the RESPONSIBLE PARTY, 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 RESPONSIBLE PARTY of this legal requirement prior to processing, unless such 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 changes 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 Conditions and the accompanying Facility Assignment Agreement, in particular the provision of sufficient guarantees of the implementation of appropriate technical and organisational measures so that the processing is in compliance with the provisions of the GDPR.
- e) the CONTROLLER shall assist the CONTROLLER, taking into account the nature of the processing, by appropriate technical and organisational measures, where possible, to fulfil its obligation to respond to requests for 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.

4. Confidentiality

Each party undertakes to maintain the strictest confidentiality of all information to which it has access as a result of the relationship between the parties, including, but not limited to, technical, commercial, strategic, contractual, financial, personal data and any other information identified as confidential or which should reasonably be understood as such, whether disclosed verbally, in writing or by any other means, and undertakes not to disclose it or use it for purposes other than those established in these General Conditions without the prior written consent of the other party, extending this obligation to its personnel and collaborators, and remaining in force even after the termination of the commercial relationship.

5. 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.

6. Applicable law. Jurisdiction

The contractual relationship is governed by the Spanish legislation in force, and specifically, by the common law in force, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), and the rules on conflicts of

GENERAL COMMERCIAL CONDITIONS FOR THE SALE OF MACHINERY, EQUIPMENT AND SERVICES

law. 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 CUSTOMER in the place corresponding to its registered office. If the CUSTOMER is considered a consumer for the purposes contemplated in consumer and user legislation, the applicable jurisdiction shall be the domicile of the CUSTOMER.

7. Contractual Assignment

The CUSTOMER may not assign its rights arising from the contract and the general terms and conditions to a third party without the prior written approval of MESSER. Any assignment or subcontracting carried out outside of the terms provided shall be considered null and void and shall not be effective against MESSER.

8. Compliance

It is agreed that the relationship between the parties is based on high standards of integrity as determined by applicable laws and regulations. MESSER is committed to high standards of integrity and has defined its values and principles in the Messer Code of Conduct and the Business Partner Code of Conduct, and to this end requires all its customers and business partners to contribute to this commitment by actively supporting and respecting its values and principles. Accordingly, the CUSTOMER undertakes to comply with the MESSER Business Partner Code of Conduct, which can be found in the "Messer Codex" section of the Messer Compliance Management System on the Messer website: <https://www.messer.es/compliance>.

Both the MESSER Code of Conduct and the Code of Conduct for MESSER Business Partners describe the key elements that the organisation considers particularly important for business relations and form an integral part of this contract.