

**GENERAL TERMS AND CONDITIONS OF SALE**  
**MESSER SLOVENIJA d.o.o.**

**1. PRICES**

Unless specifically agreed between the parties, the prices of the manufacturer Messer Slovenija d.o.o., Jugova ulica 20, 2342 Ruše (hereinafter referred to as the manufacturer or Messer), as set out in the price list in force from time to time and publicly available on the premises of the manufacturer, shall apply, where Incoterms 2020 FCA (Free Carrier) are applied, with the goods being placed in the manufacturer's warehouse and loaded onto the means of transport. For deliveries under Incoterms 2020 FCA, where the goods are delivered to the Buyer's warehouse, the transport costs shall be charged at the then current prices for transport and the costs of transport of dangerous goods under ADR regulations. For liquid gases, the prices to be applied shall be those determined in accordance with the terms of Incoterms 2020 FCA, whereby the goods are collected at the Buyer's warehouse and the gas is then transferred to the storage tank.

**2. PAYMENT TERMS**

Payment must be made in cash or by wire transfer to a Messer transaction account. The Buyer is obliged to pay the invoice no later than 8 days from the date of invoice, unless otherwise specifically agreed between the parties. Any such agreement must be in writing.

In cases of default in payment of the Buyer's due obligations, further deliveries shall only be possible if advance payment or payment on delivery has been made. Messer reserves the right to charge default interest in accordance with applicable law in this case.

**3. RENTAL OF CYLINDERS AND OTHER MANUFACTURER'S PACKAGING**

Cylinders and other packaging (hereinafter referred to as cylinders), which the producer rents out to purchasers of gases at the time of the sale of the gases, are and remain the property of the producer for a period of up to 180 days as a rule. Cylinders hired out shall be hired out only for the purchase of gases filled by Messer. Any other use of the hired cylinders and other packaging of the manufacturer is prohibited, also for safety reasons. The purchaser is solely responsible for any damage to the hired cylinder. The Buyer shall not be entitled to keep the cylinders in use without refilling from the manufacturer for more than 180 days and shall not be entitled to let them out for use to a third party or otherwise dispose of them during the rental period. In the event of any loss of or damage to the rental cylinder, the Purchaser shall immediately notify the Manufacturer's sales outlet in writing. The purchaser shall be liable to the manufacturer for any loss of or damage to the hire cylinder. If, after 180 days of hire, the purchaser fails to return the hired cylinder to the manufacturer, even after written demand, the unreturned cylinder shall be deemed to be lost and the manufacturer shall be entitled to charge the hirer damages in the amount of the value and the cost of purchasing a new cylinder.

The manufacturer shall charge a daily rental fee for the hire of cylinders according to the manufacturer's price list in force from time to time. For packaging which has not been replaced ("turn-around")<sup>1</sup> in the last two months or more, the manufacturer shall charge an additional increased rental fee, according to the price list in force at the time. The rental fee shall be invoiced once a month according to the number of cylinders rented and the number of days of rental. The Buyer shall pay the invoice for the rental not later than 8 days from the date of the invoice, unless otherwise specifically agreed between the parties. The Producer may, at its discretion, upon delivery of the rental cylinder, require the Buyer to provide a bill of exchange or other appropriate security to secure the return of the rental cylinder and to compensate for damages.

**4. CUSTOMER'S CYLINDERS AND OTHER PACKAGING**

Buyer's cylinders are cylinders that are the property of the buyer or of a third party who allows the buyer to dispose of his cylinders. The Buyer's cylinders

shall be accepted for filling by Messer subject to spare capacity and the Buyer's agreement to be inspected, tested and, if necessary, repaired by Messer prior to filling, in accordance with applicable safety regulations, all at the Buyer's expense at the prices set out in Messer's current price list. The Buyer's cylinders shall be marked with the name of their owner and the Buyer shall inform the manufacturer in writing of the true owner of the cylinders delivered to be filled.

**5. QUANTITY AND QUALITY OF GASES**

The gases sold correspond to the manufacturer's specifications as published in Messer sales outlets. The declared quantities of compressed technical gas in the gas volume units refer to the gas state at a temperature of 15 °C and a pressure of 0,981 bar (1 atm) and, in the case of liquid gases, to the state at a temperature of 15 °C and a pressure of 1 bar. For safety reasons, all cylinders shall be emptied to atmospheric pressure before refilling, and any residual contents of the cylinders shall not be considered in the calculation in pricing to customers.

**6. COMPLAINTS**

In the event of a deviation in the quantity and quality of the gas delivered, the customer must report the complaint in writing to Messer's point of sale within 8 days of delivery of the gas. This deadline applies to natural and legal persons. In the case of claims for gas delivered in cylinders, the content of the claim must be indicated separately on each returned cylinder by affixing a slip to the valve under the protective cover with the exact details of the purchaser and the reasons for the claim, otherwise the claim cannot be processed. If the complaint resulting from Messer's findings is justified by a deviation in the quantity or quality of the gas delivered, a credit note shall be issued to the Buyer for the value of the quantity of gas that was not delivered.

Messer shall be liable to the Buyer for limited damages for defects in the supply of gas, up to a maximum of the price of the gas supplied. The Buyer acknowledges that technical gases are explosive and hazardous substances, the transport, storage, and use of which must comply with the applicable regulations on their handling. The Buyer assumes all risks for the compliant use of the purchased gases. Messer's liability for any consequential, indirect, or other damages in connection with the gases supplied shall be excluded.

**7. FORCE MAJEURE, WEATHER CONDITIONS**

In the event of force majeure, strikes and other unforeseen events, and if, due to weather conditions, the carriage of gas by road is not permitted by law, the time limits for the delivery of gas shall be extended accordingly for the duration of the impediments listed.

**8. PLACE OF PERFORMANCE AND TERRITORIAL JURISDICTION OF THE COURT**

The place of performance of the contractual obligation to supply goods and services by the Seller shall be deemed to be the place of delivery or performance of the service at each time. The risk of accidental destruction of the goods and liability for damage shall pass to the Buyer at the time of delivery of the gas to the Buyer. The court in Maribor shall have territorial jurisdiction in disputes which the parties are unable to resolve amicably.

**9. RESERVATION OF TITLE**

Goods sold remain the property of Messer after they have been handed over to the Buyer until the Buyer has paid the full purchase price.

**10. VALIDITY**

These General Terms and Conditions apply from 1<sup>st</sup> April 2025.

**IMPORTANT NOTICE**

For smooth and efficient operations, we kindly ask you to carefully check the number of cylinders indicated on the dispatch note and to pay attention when recording the number of cylinders.

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a certain quantity of cylinders per fixed period, whereby used cylinders are replaced by new ones.

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<sup>1</sup> The term "turn-around" is described as a concept referring to the rotation or exchange of goods or equipment under an agreement between the manufacturer and the buyer. It refers to a system whereby the parties agree on