

**GENERAL TERMS CONCERNING PURCHASE, PERFORMANCE OF WORK AND PROVISION OF SERVICES****I.****General Provisions**

Unless a sub-contract provides otherwise, these general terms (hereinafter the "General Terms") apply to all purchases of goods (hereinafter "Goods") by Messer Technogas s.r.o. (hereinafter "MTe") from third parties (hereinafter a "Supplier"), the performance of work by third parties (hereinafter a "Contractor") for MTe and the provision of services by third parties (hereinafter a "Provider") in favor of MTe, based on partial orders or offers accepted by the other party. Any other terms and conditions, oral agreements or amendments, revocation and supplementation of the existing terms are only valid and effective for MTe if they are confirmed in writing by both contracting parties.

**II.****Order and Offer**

1. A contract is concluded based on an order placed by MTe that is accepted by the relevant Supplier, Contractor or Provider or based on an offer of the relevant Supplier, Contractor or Provider that is accepted by MTe in writing.
2. Offers from Suppliers, Contractors and Providers must be drafted completely and in detail and are regarded as binding and irrevocable.
3. A mere request from MTe is not an order. The acceptance of an order does not lead to the conclusion of a contract. MTe will have its attention expressly drawn to any changes in MTe's request in the offer of the Supplier, Contractor or Provider.

**III.****Orders and Order Confirmation**

1. Only written orders of MTe and written acceptances of an offer of the relevant Supplier, Contractor or Provider are valid. Acts in law by MTe made in another form become effective and binding upon written confirmation by MTe. A person authorized to accept MTe's orders for a Supplier, Contractor or Provider shall confirm each order in writing, promptly after receiving an order. Any additional agreements or changes must be confirmed in writing by MTe for them to be binding on MTe.
2. If a Supplier, Contractor or Provider uses a third party, it undertakes to ensure that such third party complies with duties resulting from these terms.
3. These terms apply to any business relations between MTe and a Supplier, Contractor or Provider concerning a purchase, performance of work or provision of services, unless agreed otherwise in a specific case.

**IV.****Date of Performance**

1. The required date for delivery of Goods, performance of work or provision of a service stated in an order by MTe is binding. What is decisive for compliance with the date of performance is the handover of Goods to MTe, the performance of work or provision of a service in the agreed place of performance, which must be confirmed in writing by MTe.
2. In the event a Supplier expects that Goods will not be delivered to MTe on time in full or in part, or if a Contractor expects any delay with the performance of work or a Provider with the provision of service, it will promptly notify this fact to MTe, including the reasons for delay and the probable duration of the delay. MTe's rights resulting from a delay by the Supplier, Contractor or Provider are not hereby affected.
3. In the event of a delay by a Supplier handing over Goods to MTe, the Supplier undertakes to pay MTe a contractual penalty totaling 1% of the purchase price of the Goods that are the subject of the relevant delivery, for each week of delay that begins, but no more than 10% of the purchase price of the Goods. In the event of a delay by a Contractor performing work, the Contractor undertakes to pay MTe a contractual penalty totaling 1% of the price of the work for each week of delay that begins, but no more than 10% of the price of the work. In the event of a delay by a Provider providing a service, the Provider undertakes to pay MTe a contractual penalty totaling 1% of the fee for the provision of the service for each week of delay that begins, but no more than 10% of the fee. The agreement and payment of any contractual penalty shall not prejudice MTe's claim to full compensation for damage over and above the contractual penalty.
4. In the event of premature delivery, premature performance of work or provision of a service, the purchase price for the Goods, the price of the work and the fee for the provision of the service becomes payable on the agreed due date.
5. Partial deliveries of Goods are possible only following a written agreement between MTe and the Supplier. In the event of an agreed partial delivery, it is necessary to state the remaining quantity of Goods that is to be delivered on the delivery note.
6. A Supplier, Contractor or Provider can refer to the non-receipt of the necessary source documents or other non-provision of co-operation by MTe only in the event it called on MTe to deliver the necessary source documents or provide co-operation and MTe did not perform this duty.

**V.****Acceptance of Goods and Work**

1. Goods are regarded as having been handed over to MTe at the moment the Supplier enables MTe to handle the Goods at the place of performance and MTe accepts the Goods, confirming acceptance to the Supplier. In the event the handover of Goods requires their assembly at MTe's plant, the Goods are regarded as having been handed over and accepted by MTe after the completion of assembly.
2. The work is performed if it is completed and handed over. In the case of work with a tangible result, the work is completed if its fitness to serve its purpose is demonstrated. MTe will accept completed work with reservations or without reservations. In the case of work with an intangible result, it is regarded as having been handed over if it is completed and the Contractor enables MTe to use it.

**VI.****Liability for Defects and Warranty for Quality**

1. Unless the terms and/or the pertinent contract provide otherwise, a Supplier is liable to MTe for defects in Goods delivered under Section 2099 to Section 2112 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "CC" or "Civil Code") and a Contractor is liable to MTe for defects in the work under Section 2615 to Section 2618 of the Civil Code.
2. A Supplier provides MTe with a warranty for the quality of the Goods delivered. The warranty term is 12 months and runs from the handover of Goods to MTe. A Contractor provides MTe with a warranty for the quality of work. The warranty term is 12 months and runs from the handover of the work to MTe.
3. MTe will examine the Goods or work as soon as possible after accepting them. A Supplier or Contractor will deal with a complaint within one month of the day of notification of a defect to the Supplier or Contractor.
4. MTe is entitled to request, as it sees fit, the correction of a defect in Goods or work, or request the delivery of new, defect-free Goods or work. MTe is entitled, if necessary, to correct defects in Goods or work, or arrange new Goods or work itself at the expense and risk of the Supplier or Contractor. If a Supplier or Contractor does not satisfy a claim by MTe in full, MTe is entitled to withdraw from the contract.
5. A new warranty in accordance with Article VI(1) applies to exchanged, repaired or newly delivered parts or whole Goods from the day they are accepted by MTe.
6. The approval of calculations, diagrams and other documentation of a Supplier or Contractor by MTe does not affect the liability of the Supplier or Contractor under Article VI.
7. A Supplier, Contractor or Provider guarantees to MTe that, in connection with a delivery of Goods, the performance of work or the provision of a service, there will be no interference with third party rights and, in the event they are breached, it undertakes to compensate MTe for all expenses and costs of MTe concerning the settlement of third party claims made against MTe and all detriment caused to MTe.

**VII.****Safety**

A Supplier, Contractor or Provider undertakes to comply with all the relevant safety regulations and legal regulations valid for the delivery of Goods, performance of work or provision of a service, and to provide the relevant safety training. When performing work or providing a service, a Contractor and Provider are also obligated to comply with special regulations issued by the relevant MTe plant valid at the place of performance of work or provision of services and obtain information from MTe about the existence and content of such regulations before the start of performance of work or the provision of services. If the total purchase price, price of work or fee for provision of services does not contain the necessary protective products and measures, MTe's attention must expressly be drawn to this in writing by the Supplier, Contractor or Provider.

**VIII.****Terms of Payment**

1. A Supplier shall issue a tax document for Goods delivered no earlier than after the full handover of Goods and confirmation of acceptance of Goods by MTe. Tax documents cannot be attached to Goods. A Contractor is entitled to issue a tax document for the price of work no earlier than after the acceptance of the work by MTe and a Provider a tax document for a fee for the provision of services no earlier than after a written confirmation from MTe stating that the services were provided in full. Tax documents must be sent to MTe by post or e-mail, always in two counterparts bearing the number of the relevant order.
2. Tax documents of a Supplier, Contractor or Provider are payable within 30 days of their delivery to MTe. In the event of the payment of a tax document within 15 days of delivery of the tax document, a Supplier, Contractor or Provider undertakes to provide MTe with a discount totaling 3% of the billed amount.
3. MTe determines the method of payment.
4. Receivables from MTe can be assigned by a Supplier, Contractor or Provider to third parties only based on MTe's written consent.
5. By paying a tax document MTe does not confirm the acceptance of Goods, work or the provision of services.

**IX.****Documentation**

1. A Supplier, Contractor or Provider shall submit to MTe, on request for examination and for approval, documentation concerning Goods delivered, work done or services provided. After approval of their correctness, a Supplier, Contractor or Provider undertakes to leave the documentation with MTe. On request, a Supplier or Contractor is obligated to hand over to MTe diagrams for spare parts for significant spare parts for Goods delivered or work done with sufficient information about supplies of spare parts. MTe is entitled to disclose the aforementioned source documents to third parties to the extent to which it is necessary to ensure a substitute delivery, alteration or repair or for the further sale of Goods or work.
2. Any source documents, models, forms and tools of MTe, even in the event they were prepared by a Supplier, Contractor or Provider for MTe, become or remain the sole property of MTe, and the Supplier or Contractor is obligated, without being asked, to return them undamaged to MTe, no later than with the last delivery of Goods or the completion of work. Any rights of a Supplier or Contractor to such items, including the right to withhold such items, are excluded. Neither a Supplier nor a Contractor is entitled to disclose such items to third parties, use them for their own purposes or for the purposes of third parties and cannot use them even for advertising purposes. The risk of damage to such items is borne, until their return to MTe, by the Supplier or Contractor.

**X.****Delivery Terms**

1. If a Supplier is to send Goods, it undertakes to send the Goods, properly packaged, at its expense to MTe on the date and to the place of performance stated in the order.

2. The risk of damage to Goods or work done is borne, until the written confirmation of acceptance of the Goods or work by MTe, by the Supplier or Contractor.
3. In the event Goods are sent, the Supplier will state the order number and place of performance on the sending document.
4. The handover date or place of performance stated in an order is binding on a Supplier, Contractor or Provider.
5. A Supplier shall attach a delivery note to each individual consignment, specifying the order number.
6. Late remaining deliveries of Goods will be made by a Supplier at its expense and risk. Additional costs incurred to curtail a delay by a Supplier, Contractor or Provider will always be borne by the relevant Supplier, Contractor or Provider.

#### XI.

##### Other Arrangements

1. A Supplier, Contractor or Provider agrees that, as a subrogor, MTe is entitled to transfer its rights and obligations under a contractual relationship between MTe and the Supplier, Contractor or Provider in part or in full to a third party. Subrogation is effective regarding a Supplier, Contractor or Provider as of the moment MTe notifies the Supplier, Contractor or Provider of the subrogation.
2. The contractual relationship resulting from these terms and other facts not set out by these terms shall be governed by Czech law, in particular the relevant provisions of the Civil Code.
3. When or if any provision of these terms or a contract concluded between MTe and a Supplier, Contractor or Provider becomes invalid or unenforceable, it shall not affect the other provisions of these terms or a concluded contract, which shall remain in full force and effect unless the law provides otherwise.
4. If, as of the day as of which MTe makes a payment in accordance with any tax document of a Supplier, Contractor or Provider, the Supplier, Contractor or Provider is listed in the VAT Payers Register maintained at the Tax Portal of the Ministry of Finance of the Czech Republic as an unreliable payer and MTe guarantees the unpaid tax on the relevant performance in accordance with Section 109 of Act No. 235/2004 Coll., on value added tax, as amended (hereinafter the "VAT Act"), MTe is entitled to pay value added tax for the Supplier, Contractor or Provider on the relevant taxable supplies directly to the tax administrator of the Supplier, Contractor or Provider in accordance with Section 109 a) of the VAT Act, where the payment of tax directly to the tax administrator and the tax base for the Supplier, Contractor or Provider, in accordance with an agreement between the parties, is regarded as a payment on the receivable of the Supplier, Contractor or Provider in accordance with the relevant tax document. MTe shall notify a Supplier, Contractor or Provider of the payment of tax within seven days of such payment being made. MTe shall make a payment for taxable supplies accepted in accordance with tax documents issued by a Supplier, Contractor or Provider only to the bank accounts of the Supplier, Contractor or Provider published in the VAT Payers Register. If the VAT Payers Register does not have any bank account for a Supplier, Contractor or Provider or the public bank account of a Supplier, Contractor or Provider does not correspond to the account specified on a tax document, MTe is entitled to pay value added tax for the Supplier, Contractor or Provider on the relevant taxable supplies directly to the tax administrator of the Supplier, Contractor or Provider, where a payment of tax directly to the tax administrator and the tax base for the Supplier, Contractor or Provider, in accordance with an agreement between the parties, is regarded as a payment on the receivable of the Supplier, Contractor or Provider in accordance with the relevant tax document. In such case, MTe shall notify a Supplier, Contractor or Provider of the payment of tax within seven days of such payment being made.
5. The contracting parties regard the contents of these terms and all contracts concluded between them as confidential and undertake to maintain confidentiality about their content regarding third parties, even after the termination of the contractual relationship. Providing information requested by the authorized bodies is not considered a breach of confidentiality.
6. If any MTe order is accepted by a Supplier, Contractor or Provider with any amendment or deviation, including amendments or deviations that do not significantly alter the content of the order, MTe, in accordance with Section 1740 (3) CC, precludes the acceptance of the order with the amendment or deviation and concluding a contract.
7. The Information Notice regarding processing of personal data for business partners of Messer Technogas s.r.o. is provided in accordance with 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 ("GDPR") and is available at [www.messer.cz](http://www.messer.cz), ("Personal data protection" tab).

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