

## Complaints Regulations of Messer Tatragas, spol. s r.o.

### 1. SCOPE OF VALIDITY

These Complaints Regulations are binding for all deliveries of gases in steel/pressure cylinders, rental of steel/pressure cylinders, pallets and bundles of steel/pressure cylinders (hereinafter referred to as "SCs"), as well as for deliveries of other commercial goods, in particular gases in SCs or hardware (hereinafter referred to as "Goods") ("Goods" and "SCs" together hereinafter referred to as the "Subject of Performance") by Messer Tatragas, spol. s r.o., with its registered office at: Chalupkova 9, 819 44 Bratislava, Company ID: 00 685 852, registered in the Commercial Register of the City Court Bratislava III, Sec: Sro, Insert No. 278/B (hereinafter referred to as "MTa" or "Supplier"). Notwithstanding the above, this Complaints Regulations does not apply to the supply of medical gases.

### 2. TERMS, ABBREVIATIONS, SYMBOLS

- 2.1 **Complaint** - exercise of the customer's rights arising from the liability of the Supplier for defects in the Subject of Performance.
- 2.2 **Complained steel/pressure cylinders** - SCs with a technical deficiency that prevents their normal use by a customer.
- 2.3 **Complained Goods** - Goods in which a defect is suspected.
- 2.4 **Complaint note type "Z"** - a registration note of yellow colour for complaints according to clauses 3.3 or 3.4, submitted by the customer at the sales centre (consisting of 4 sheets A, B, C, D).
- 2.5 **Sales centre** - MTa sales centre or establishment or an external sales point that is a contractual partner of MTa.
- 2.6 **SC** - sealable metal pressure vessel for filling gases and liquids, which, when filled and disconnected, is moved to the point of consumption.
- 2.7 **Defect** - lack of the agreed quality or quantity of Goods or SC functionality.
- 2.8 **Guarantee for quality, warranty period** - Supplier's responsibility under which the Supplier shall make sure that the Goods have the characteristics specified in the technical conditions or agreed upon between the customer and the Supplier for a specified period of time. The warranty period for technical gases is 7 days and the warranty period for hardware is 6 months, unless otherwise stated in the Goods specification, warranty certificate or agreed upon between the customer and the Supplier.

### 3. COMPLAINT HANDLING

#### Obligations of the customer

- 3.1 The customer confirms the correctness of the number of SCs taken or rented as well as returned by his signature on the sales document (delivery note).
- 3.2 At the handover of the Subject of Performance the customer is obliged to inspect the Subject of Performance (i.e. Goods and SCs) in the presence of a person authorised by MTa to hand over the Goods, otherwise any obvious defects in the Subject of Performance shall not be taken into account. If there are defects in the Subject of Performance evident upon receipt of the Subject of Performance (visible damage to SCs, incompleteness of the Goods, etc.), the employee of the sales centre shall write reservations in the **complaint note type "V"** with a precise description of the damage, and the customer shall not take over the Goods or SCs in question.
- 3.3 If there are hidden defects in the Goods that become apparent during the warranty period, the customer is obliged to complain about such defects in writing to the Supplier in a specific and comprehensible manner without undue delay after their discovery, however, not later than before the expiry of the warranty period (see clause 2.8). The Supplier shall not be liable for any defects in the Goods which become apparent after the expiry of the warranty period (see clause 2.8).
- 3.4 As regards any defects in SCs as the leased property, the customer shall be obliged to complain about such defects in writing to the Supplier in a specific and comprehensible manner and immediately after the customer discovered such defects, however, not later than 7 days upon the acceptance of SCs by the

customer, otherwise the SC is (the SCs are) deemed to have no defects for which the Supplier would be liable. Any damage to SCs caused by unprofessional handling by the customer or a third party (mechanically damaged SCs, SCs damaged by flame, deflected valve, etc.) can in no case be considered as a subject of rightful complaint.

- 3.5 Any Goods that are a subject of complaint shall be clearly marked on return.
- 3.6 When complaining about the quality of the supplied gases in SCs, the customer is obliged to leave at least 50 % of the gas content in the SC for the purpose of quality analysis. If the customer does not leave the necessary amount of gas in the SCs, the complaint shall be considered as unjustified.
- 3.7 In the case of a telephone complaint, the customer shall immediately transport the Subject of Performance that the complaint relates to to the sales centre and complete the complaint in writing in accordance with clauses 3.3 or 3.4.

#### Filling in a complaint note type "Z"

- 3.8 When making a complaint under clauses 3.3 or 3.4, the sales centre employee shall fill in all fields of the **complaint note type "Z"**, which consists of 4 copies (A, B, C, D), according to the preprint. The Goods shall be uniquely identified by their code and description; SC shall be uniquely identified by the SC number; the customer shall be uniquely identified by the customer number, the name of the customer's employee and a legible signature. **Copy "A" shall be given to the customer**

#### Informing the customer about handling the complaint

- 3.9 The customer shall be notified of the outcome of the complaint procedure in writing within 30 days after making the complaint.
- 3.10 In the event of a complaint concerning the quality of the gas, the Supplier shall, upon written request of the customer, send a "complained product analysis record" to the customer.
- 3.11 In the event of a legitimate complaint of the Subject of Performance according to the statement of the gas filling plant or the manufacturer, a credit note shall be issued to the customer for the legitimately claimed Goods or for the Goods in the claimed SC, which the customer could not use due to a proven and acknowledged defect of the SC.
- 3.12 In the event of an unjustified complaint of the Subject of Performance according to the statement of the gas filling plant or the manufacturer, within 5 days after the receipt of the written decision stating that the claim was not justified, the customer shall decide and notify the Supplier whether he will use the Goods, if this is physically possible (it will be impossible e.g. in the case of physical damage to the SC which the Supplier is not responsible for - see clause 3.4), otherwise, if there is gas in the SC, the SC in question shall be deemed to be returned as an empty SC with residual pressure. If it is physically possible and the customer decides to use the Goods, the customer can pick up the Goods at a location notified by the Supplier or the Supplier will arrange for the transport of the Goods to the customer for a fee stated by the Supplier in the decision on the inadmissibility of the Complaint (or after) and agreed by the customer.

### 4. COMMON PROVISIONS

- 4.1 No Complaint about the Subject of Performance shall entitle the customer to avoid payment or to be delayed in payment of the relevant invoice issued by MTa.
- 4.2 MTa's costs and damages resulting from any improper, unjustified or delayed assertion of the customer's rights arising from defects in the Subject of Performance, as well as the transport to the contractual service, shall be borne in full by the customer.
- 4.3 The customer acknowledges that any defects in the Subject of Performance may be complained about only on the basis of documents proving delivery of the Subject of Performance to the customer (e.g. purchase contract, rental contract, delivery note), either in person at the sales centre or in writing at **Messer Tatragas, spol. s r.o., Chalupkova 9, 819 44 Bratislava**.
- 4.4 In the event that the customer fails to assert claims arising from defects in the Subject of Performance in a comprehensible and definite manner and within the time limits specified above, but at the latest within the warranty period, such rights shall be extinguished.
- 4.5 These Complaints Regulations entered into force on 1 August 2025.