

**General Trading Terms and Conditions of Messer Tatragas, spol. s r.o.**  
**effective from April 1, 2026**

## 1 Opening clause

**MT:** Messer Tatragas, spol. s r.o., Identification-No.: 00 685 852, with its registered seat at: Chalupkova 9, 819 44 Bratislava, registered in the business register of the City Court Bratislava III, section: Sro, insert No. 278/B, operating in legal relationships as the Seller and/or Lessor

**Purchaser:** person, purchasing Goods from the Seller based on a special purchase contract or delivery note

**Lessee:** person leasing the leased property from MT

**Customer:** Purchaser or Lessee

**Contracting Parties:** MT and Customer (Purchaser/Lessee)

**PC:** pressure (steel) cylinder(s)

**Item (leased property):** PC, palettes, Bundles, Mobile Containers, valves, its component parts and accessory

**Bundle:** bundle or megapack

**Mobile Container:** barrel, minitank, eurocylinder or palette tank

**SC:** sales centre of MT, i.e. warehouse, establishment, place, where MT provides Goods to be sold and services

**Goods:** technical, medical, special gasses, supplied in the gaseous state in PC and in bundles, or gases in the liquid state in Mobile Containers, cisterns, and other vessels intended for such purpose, off-take systems, accessories for welding, medical technique and other goods

**GTTC:** These General Trading Terms and Conditions of MT valid and binding for the sale of Goods and provision of services (incl. lease) by MT to the Customers. GTTC form an integral part of contracts concluded between Contracting Parties and part of delivery notes. The Customer **agrees with GTTC** by signing a contract concluded between the Contracting Parties or a delivery note which shall also be considered a contract, content of which is stated in GTTC.

## 2 Delivery of Goods, Payment Terms

2.1 The place of the sale/delivery of Goods shall be the handling area of SC (e.g., loading ramp, pallet presented for loading). MT shall fulfil its obligation to deliver Goods to the Purchaser by allowing the Purchaser to take over the Goods at SC. The Purchaser shall be obliged to accept the Goods and load them for transportation from SC.

2.2 If Contracting Parties agreed that MT should provide for transport of Goods to the Purchaser, MT shall fulfil its obligation to deliver Goods to the Purchaser by delivering the Goods to the place of delivery and allowing the Purchaser to handle the Goods; MT does not unload or carry the Goods/leased property – for transportation of Goods the Purchaser shall be obliged to pay to MT „transportation fee“, the amount of which shall be stated according to the price list of MT (and depending on the kind and quantity of Items, in which the Customer accepted the Goods) valid at the time of delivery of Goods. If MT provides for transport of Items from the Customer, the Customer shall be obliged to pay to MT „transportation fee“, the amount of which shall be stated according to the price list of MT (and depending on the kind and quantity of transported Items) valid at the time of acceptance of transported Items from the Customer. If Contracting Parties agreed that MT shall provide for transport of Goods to the Purchaser, MT may deliver the Goods at any hour of the delivery date in accordance with law and transport limits applicable in the Slovak Republic.

2.3 When handling and transporting gases, the Purchaser shall be obliged to observe generally binding legal regulations related to such activity and thereby prevent the incurrance of damage. In case of a breach of this obligation, the Purchaser shall be liable for any damage incurred thereby in full.

2.4 The Purchaser shall acquire legal title to the Goods upon the payment of the purchase price in full.

2.5 MT may fulfil its obligation, i.e. deliver the Goods to the Purchaser, also through third persons.

2.6 The Customer is obliged to pay an invoice within fourteen days upon the issuance thereof.

2.7 The day, when the bank account of MT is credited with the sum of funds, shall be considered to be the day of the invoice payment.

2.8 If the Purchaser is in delay with the payment for the Goods/services incl. rent and any particular fees or surcharges, the Purchaser shall be obliged to pay to MT a default interest in the amount of 0.05 % of the sum, with the payment of which the Purchaser is in delay, for each day of delay.

2.9 If the Lessee is in delay with the payment of the rent, the Lessee shall be obliged to pay to MT a contractual penalty in the amount of 0.05 % of the sum, with the payment of which the Lessee is in delay, for each day of delay.

2.10 If the Customer in delay with payment of an invoice, MT shall be entitled to require, for each next delivery of Goods / performance of a service, payment in cash / in advance and charge, to the Customer, a fee for each issued reminder, the amount of which shall be stated according to the price list of MT valid at the time of delay.

2.11 Irrespective of Article 2, Sections 2.8 and 2.9 of GTTC, if the Customer is in delay with the payment of the rent or price for the Goods/services and such delay lasts longer than 60 calendar days, the Customer shall be obliged to pay to MT a single-shot contractual penalty in the amount of 9 % of the sum, with the payment of which the Customer is in delay for longer than 60 calendar days.

2.12 The Purchaser shall be obliged to pay to MT an additional fee „TRF“ for every

takeover/supply of Goods, the amount of which shall be stated according to the price list of MT (and depending on the kind and quantity of Goods/Items, in which the Customer accepted the Goods) valid at the time of delivery of Goods.

2.13 The Purchaser shall be obliged to pay to MT an additional fee „express fee“ for delivery of Goods in cistern (liquid gases) or in PC if such delivery is performed within 24 or 48 hours after the receipt of order from the Purchaser (the aforementioned period of time covers working days only, on weekends and holidays the period of time shall be interrupted and shall resume on the following working day) – provided that the order was confirmed by MT – in the amount that shall be stated according to the price list of MT valid at the time of delivery of Goods, whereas the amount of the fee is specified in the price list according to the kind of Goods and/or its quantity.

2.14 If the price of Brent oil published as per calendar months on <https://www.investing.com/commodities/brent-oil-historical-data> is higher than USD 70.00 per barrel in the month which precedes the respective month in which MT delivers Goods to the Purchaser (e.g. for Goods delivered in March, the oil price as of February shall be decisive), the Purchaser shall be obliged to pay to MT a fuel fee (for transportation of Goods to SC or place of delivery agreed with the Purchaser), amount of which shall be stated according to the price list of MT valid at the time of delivery of Goods. If the aforementioned website ceases to exist or becomes non-functional in such extent that it will not be possible to determine the oil price as stated above, other similar source shall be used to determine the oil price in the above stated extent.

2.15 The Purchaser shall be obliged to pay to MT „ADR fee“ (for transportation of dangerous item) in case of each takeover/delivery of Goods, amount of which shall be stated according to the price list of MT (and depending on the kind and quantity of Items, in which the Purchaser accepted the Goods) valid at the time of delivery of Goods.

2.16 If the Customer orders from or asks MT to issue any certificate regarding Goods or operation of MT, the Customer shall pay MT the respective fee for certificate issuance in the amount stated according to the price list of MT (depending on the type of certificate) valid at the time of certificate order.

2.17 Prices of Goods and prices / fees for services provided by MT are determined by the price list of MT, valid on the day of the delivery of the Goods or provision of the service, unless the GTTC state otherwise.

2.18 The Customer agrees to issuance (issue and sending) of invoices in electronic form according to respective provisions of the Act No. 222/2004 Coll. on Value Added Tax as amended. The Customer is obliged to inform MT within 3 working days after agreeing to GTTC about the email address to which MT shall send electronic invoices. If the Customer is in delay with fulfilment of the aforementioned obligation and MT will have to send any invoice in paper form to the Customer by mail or if the Customer asks MT to issue an invoice in paper form, the Customer shall pay MT the fee for dispatch and issuance of paper invoice in the amount that shall be stated according to the price list of MT valid at the time of issuance of the respective invoice.

2.19 If the Purchaser defines a specific period of day time (interval) in which the Goods are to be supplied, the Purchaser is obliged to pay to MT a dead-line surcharge, amount of which shall be stated according to the price list of MT valid at the time of delivery of Goods to the Purchaser, whereas the amount of the dead-line surcharge may be specified in the price list according to the kind of Goods and/or its quantity.

2.20 The Purchaser shall be obliged to pay to MT the “recycling contribution” (for delivery of Goods in returnable Items, i.e. the leased property) for every takeover/supply of Goods, the amount of which shall be stated according to the price list of MT (and depending on the kind and quantity of Items, in which the Purchaser accepted the Goods) valid at the time of delivery of Goods.

2.21 The Purchaser shall be obliged to pay to MT „handling fee“ for each takeover/delivery of Goods, amount of which shall be stated according to the price list of MT (and depending on the kind and quantity of Items, in which the Purchaser accepted the Goods) valid at the time of takeover/delivery of Goods (acceptance of Goods by Purchaser).

2.22 If the Contracting Parties have agreed that MT shall organize the transport of the Goods to the Buyer, the Customer is obliged to ensure unhindered access to the place of delivery itself, e.g. to the supply facility to which MT is to transfer the Goods. If MT is prevented/unable to deliver the Goods to the place of delivery (e.g. to transfer the Goods to the supply facility at the place of delivery) for reasons for which MT is not responsible – e.g. it will not be possible to drive to the place of delivery (supply facility) itself because access is blocked, e.g. by other vehicles – it shall be implied that the Customer has prevented/did not allow for the receipt of the Goods by not ensuring access to the place of delivery (e.g. supply facility), which causes the Customer to be in default, and at the same time the Customer shall be obliged to pay MT a contractual penalty in the amount according to the price list of MT valid at the time of granting consent of the Customer with the GTTC – stated in the price list as the “contractual penalty for not allowing access during delivery of the Goods (zmluvná pokuta za neumožnenie prístupu pri dodaní tovaru)”. The right of MT to claim compensation of damage in full shall not be thereby affected. This provision shall remain in force even after withdrawal from the contract.

## 3 Lease (Lease agreement)

3.1 Items are in the exclusive ownership of MT / contractual partners of MT. MT as the Lessor shall lease the leased property (Items) to the Lessee without any apparent defects and in the operable condition for a temporary use for consideration, exclusively for the agreed purpose and own need of the Lessee. The Lessee shall not be entitled to

- give the leased property for use, to cede or to hand the leased property over to a third person, nor to allow a third person to fill the leased property up or to give the leased property to a third person for filling. If the Lessee breaches its obligations, it shall be liable towards MT in full for any damage thereby incurred. Upon a termination of the lease, the Lessee shall be obliged to return the leased property in a condition corresponding to the agreed manner of the use of the thing. Mainly the vent of PC is considered to be a component part of PC. Mainly the hut/cap of PC is considered to be an accessory of PC. If the Lessee violates its duties, the Lessee shall be liable towards MT for any damages caused because of the violation of its duties. The leased property shall be identified as an individual item on the basis of a bar/numeric code attached to the leased property, except for leased property intended for filling with propane/butane.
- 3.2 The Lessee shall be obliged to protect the leased property against any misuse, illegal use, loss, and/or alienation, including, without limitation by storing in locked, fenced, and otherwise suitably protected premises in order to prevent any damage. The Lessee shall be liable for any damage caused to the Lessor by any misuse, illegal use, and/or alienation of the leased property, as well as for any damage suffered by the Lessee itself, or caused to a third person in a manner other than as a result of a defect of the leased property.
- 3.3 If the Lessee fails, within 5 days upon the termination of the validity of the lease agreement (e.g., by a withdrawal from the agreement pursuant to the provision of Art. 4, Section 4.1 of GTTC), to return the leased property or its part (component part, accessory) to MT as the Lessor, or in case of a loss/alienation, or destruction of the leased property or its part (component part, accessory), the Lessee shall be obliged, regardless of the fault, to pay a contractual penalty to MT for the failure to return the leased property or its part (component part, accessory), loss/alienation, or destruction thereof, specifically, in the amount according to the price list of MT valid at the time of granting consent of the Lessee with the GTTC – stated in the price list as the “loss statement (vyúčtovanie straty)”. The right of MT to claim compensation of damage in full (Art. 3, Section 3.6 of GTTC shall apply accordingly) shall not be thereby affected. This provision shall remain in force even after withdrawal from the contract.
- 3.4 Upon emptying the leased property, the Customer shall be obliged to return it without undue delay to SC. The remaining gas content in the leased property returned by the Customer to MT shall not be taken into account in the price.
- 3.5 Any damage, internal contamination, destruction, or loss of the leased property shall be immediately reported by the Customer in the respective SC. The Customer shall be liable for any damage thereby incurred.
- 3.6 If the Customer returns the leased property or a part thereof in a condition hindering a further use thereof, the Customer shall compensate MT for any costs related to the repair of the leased property in full. If no repair is possible or purposeful (i.e., costs for the repair exceed the value of the leased property), the provision of Art. 3, Section 3.3 of GTTC shall apply accordingly.
- 3.7 MT shall charge daily rent for the use (lease) of the leased property (depending on the type of leased property) for every commenced day (hereinafter referred to as the “D rent”), however, rent for a valve is charged for every commenced week of lease. MT shall charge with the D rent an additional (long-term) daily rent (hereinafter referred to as the “DD rent”), except for a valve, for every commenced day and for each leased property depending on the type of leased property and the duration of the term, in which the Customer holds to / uses the leased property without returning it to MT (hereinafter referred to as the “Decisive Period”): (i) primary DD rent shall be charged for each leased property after the primary Decisive Period is reached, duration of which is defined in the price list of MT valid at the time when the Customer holds to / uses the leased property; and (ii) secondary DD rent shall be charged for each leased property after the secondary Decisive Period is reached, duration of which is defined in the price list of MT valid at the time when the Customer holds to / uses the leased property. Primary DD rent and secondary DD rent shall both be charged concurrently if the secondary Decisive Period as per item (ii) above is reached. If the amount of D rent / DD rent fails to be determined in a written contract concluded between the Contracting Parties, MT shall charge D rent / DD rent in the amount according to the valid price list of MT, in which the rate of D rent and DD rent depends on the type of leased property and the length of the (primary and secondary) Decisive Period. The purpose of DD rent is to motivate the Customer to return the leased property to MT in appropriate period.
- 3.8 If the leased property is returned to MT by a third person or other Lessee than the one who accepted the leased property from MT, the Lessee who accepted the leased property from MT shall pay MT a contractual penalty in the amount as specified in the price list of MT valid as of the day when the Lessee agreed with the GTTC – in the price list titled as „fee - return by unauthorised person (poplatok - vrátenie neoprávnenou osobou)“. If the Lessee returns MT any leased property that was accepted from MT by another Lessee, the Lessee returning the leased property is obliged to pay MT a contractual penalty in the amount as specified in the price list of MT valid as of the day when the Lessee agreed with the GTTC – in the price list titled as „fee - return of leased to another (poplatok - vrátenie prenajatého inému)“. Payment of contractual penalty according to the first sentence of this provision does not mean that MT shall not be entitled to the payment of contractual penalty according to second sentence of this provision and vice versa. The right of MT to claim compensation of damage in full shall not be thereby affected.
- 3.9 The Customer or a person charged/authorised by it shall be obliged to (legibly) state its name, surname and identity card number in the delivery note, and sign it.
- 3.10 The Lessee declares that it is aware of the fact that the leased property is a reserved pressure/gas/technical equipment and is, pursuant to applicable legal regulations, liable for the fulfilment of obligations arising out of the operation thereof. The Lessee takes into account that MT shall not intervene in case of an emergency situation and the Lessee shall in such a case be obliged to proceed according to its own emergency plan or contact the relevant public protective/intervention bodies. MT shall be liable exclusively for defects of the leased property pursuant to the GTTC and applicable legal regulations.
- 3.11 MT shall charge the rent in regular intervals based on invoices payable pursuant to the provision of Art. 2, Section 2.6 of GTTC until the return of the leased property to MT as the Lessor.
- 3.12 The Lessee shall not deliver PC to MT for or without exchange, which are not the ownership of MT and have not been provided to the Lessee in the form of the lease (i.e., PC are not being returned to MT as the owner), unless the Contracting Parties concluded a separate written contract for the aforementioned purpose.
- 3.13 Upon a loss, alienation, or destruction of the leased property, the lease agreement shall be terminated.
- 3.14 Provisions of Art. 3 of GTTC shall accordingly apply also to the borrowing of Items.
- 3.15 Upon request MT shall issue the list of rental history to the Lessee (i.e., chronology of takeover, return and balance of leased property within particular period of time). For such list the Lessee shall pay MT a fee according to the price list of MT valid at the time of issuance of such list.
- 3.16 If the Lessee gives the leased property for use, cedes or hands the leased property over to a third person, or allows a third person to fill the leased property up, or gives the leased property to a third person for filling, the Lessee is obliged to pay MT a contractual penalty in the amount as specified in the price list of MT valid as of the day when the Lessee agreed with the GTTC – in the price list titled as „fee for violation of lease rules (poplatok za porušenie pravidiel nájmu)“. The right of MT to claim compensation of damage in full shall not be thereby affected.
- 3.17 If the Contracting Parties conclude a contract on prepayment of rent (so-called ABO) in paper form, the Lessee shall be obliged to pay to MT a fee for issuance of contract in paper form, amount of which shall be stated according to the price list of MT valid at the time of conclusion of the contract, because the Lessee has the option to conclude the contract in electronic form without paying the aforementioned fee.
- 3.18 These GTTC shall also apply to legal relation between Contracting Parties subject of which is the lease of leased property taken over from MT before the Lessee agreed to these GTTC.
- 3.19 The fact that the duration of the individual (framework) purchase agreement concluded between the Contracting Parties has ended does not affect the applicability of this GTTC and the duration of the rental agreement according to Art. 3 of GTTC lasts until the items are returned to MT, unless it is expressly terminated, e.g. according to Art. 4, Section 4.1 of GTTC.at
- #### 4 Other Provisions
- 4.1 If the Customer gets into delay with the payment of the rent and/or payment for the Goods/services, or if the Customer violates provision of the third sentence of Art. 3, Section 3.1 of GTTC, or winding-up (liquidation) of the Customer begins, or if a proposal for the declaration of bankruptcy over the assets of the Customer or restructuring of the Customer has been filed, MT shall be entitled to withdraw from the contract immediately. A notice of withdrawal from the contract shall be considered to be delivered on the day, when the Customer accepts the consignment containing a notice of withdrawal and if the withdrawal from the contract has been rejected to be accepted by the Customer or has failed to be delivered to it for another reason, the notice of the withdrawal from the contract shall be considered to be delivered on the day, when the consignment was returned to MT, provided that it has been sent to the address of the Customer stated in the contract or confirmation of the acceptance of the Goods/leased property or in the relevant public register (i.e. in the relevant commercial register or trade register). The above-stated provision on the delivery of the notice of withdrawal from the contract shall equally apply to the delivery of any calls, reminders, notices, and other written demonstrations of will of MT in relationship to the Customer, except for the notice on change of address.
- 4.2 When handling claims, MT shall proceed according to the valid [Complaints Regulations](#) of MT (available in every SC).
- 4.3 At the acceptance of the Goods, the Purchaser shall be obliged to inspect the Goods for the purpose of the ascertainment of apparent defects. If the Purchaser finds any defect, it shall be obliged to immediately notify MT of such defect. The Purchaser shall, upon the inspection of the Goods, by which it shall ascertain the quantity, type, and condition of the Goods, confirm the acceptance of the Goods by signing the delivery note. The Purchaser shall be obliged to exercise its right towards MT from hidden defects of the Goods without undue delay after it finds them, no later than 7 days upon the acceptance of the Goods. The Lessee is obliged to exercise its claims against MT arising from a defect in the Item (defect in the leased property) without undue delay after discovering it, no later than 7 days upon Item takeover, otherwise it is assumed that the Item does not have any defects for which MT as the Lessor would be liable. The periods according to the previous two sentences are shortened to 1 day for the Goods delivered in eurocylinder and a eurocylinder as the leased property since the Customer is obliged to immediately connect the eurocylinder filled with the Goods for consumption, otherwise pressurization occurs and the Goods may leak through the safety valve. The

- Customer shall claim its rights arising from defects in the Goods or Items (leased property) in SC, where it has purchased the Goods.
- 4.4 The Customer shall claim an incorrectness of an invoice or file another administrative claim within 17 days upon the issuance of the respective invoice. The claim of the invoice shall not release the Customer from the obligation to pay such invoice.
- 4.5 According to applicable law MT shall only be liable for foreseeable damage that MT is culpable for. MT shall not be liable for damage, the incurrance of which could have been prevented by the Customer. If admissible according to applicable law, (i) the liability of MT for actual damage shall be limited up to the amount of the Customer's annual turnover in relation to MT for each liability case and for all liability cases within one calendar year, but not more than EUR 100,000.00 (for each liability case and for all liability cases within one calendar year), and (ii) the liability of MT for the lost profits, interruption of production, as well as for products used in air and space vehicles shall be fully excluded.
- 4.6 MT shall not be liable for any delay or another breach of its contractual obligation and damage incurred thereby, which have been caused by circumstances outside the sphere of influence/control of MT, including industrial accidents, emergencies, unexpected production or distribution failures, outages of supplies of power and/or raw materials and any failure in plants of MT, which may not be affected (provided that MT has kept professional care for the purpose of the avoidance of the incurrance of such event) and/or on the side of (sub)contractors of MT.
- 4.7 None of the Contracting Parties shall be liable for the impossibility to perform in case of the occurrence of a force majeure event, provided that they have mutually fulfilled their notification duty without undue delay. A force majeure event shall release MT from the agreed obligations.
- 4.8 Any event, which could not have been foreseen by the Contracting Parties, and which could not have been prevented by them even when taking the highest possible care, and being independent from their will, including without limitation, war, riot, strike, fire, and natural disasters, shall be considered to be the force majeure events.
- 4.9 The information about the quantity, "m<sup>3</sup>", shall relate to the gaseous state at the temperature of 15°C and pressure of 0.1 MPa. The information about the quantity, "kg", shall relate to the liquid state of gas.
- 4.10 If any of the provisions of the GTTC becomes invalid or is in conflict with applicable law, the Contracting Parties will search for a valid provision, when solving the dispute, which shall correspond by its content and scope best to the provision, which has become invalid or has got into a conflict with the applicable laws.
- 4.11 The Customer's order shall not be considered as a change of contract concluded by and between the Customer and MT, and the provisions in the Customer's order which differ from such contract shall be null and void.
- 4.12 The Customer declares that he read and accepts the price list valid in the time of agreeing to GTTC. The Customer acknowledges and agrees that MT is entitled to change the price list unilaterally. MT is not obliged to inform the Customer on the change of price list. The valid price list is available at every SC.
- 4.13 The relationship between Contracting Parties is based on high standards of integrity determined by the applicable laws and regulations. MT expects all Customers helping to fulfil this commitment by actively supporting and respecting Messer's values and principles laid down in [Messer's Code of Conduct](#). In addition, the Customer undertakes to comply with [Messer's Code of Conduct for Business Partners](#). Messer's Code of Conduct and Messer's Code of Conduct for Business Partners are available at [www.messer.sk](http://www.messer.sk) and outline the key elements that MT and the entire Messer Group deem to be the most relevant in their business relations and form an integral part of the contractual relationship between Contracting Parties.
- 4.14 Any legal relationships, which are not provided for in detail in the GTTC and/or special written contract, shall be governed by applicable provisions of the Act No. 513/1991 Coll., Commercial Code in its latest wording. If the Customer is a foreign person, the legal relation shall be governed by Slovak law.
- 4.15 [Safety information cards](#) for Goods are also available at [www.messer.sk](http://www.messer.sk).