

## General conditions of sale and delivery

### 1. Introductory provisions

**1.1 MESSER:** Messer BH Gas Ltd, ID broj: 4404147890000, VAT: 201271040008, as Seller or Lessor, seated in 14 Poslovna zona Street, Sočkovac, Municipality Petrovo, represented by Mr. Avdo Dedić.

**1.2 Buyer:** natural person, legal entity, association or organisation purchasing goods, equipment and/or services from the business assortment of the MESSER.

**1.3 Lessee:** natural person, legal entity, association or organisation leasing the equipment owned by the MESSER.

**1.4 Contracting parties:** Buyer and/or Lessee and the MESSER.

**1.5 Goods:** goods, equipment and/or services that usually, but not exclusively, pertain to: technical, medical and special gases from business assortment of the MESSER, pressure receptacles (cylinders, transportable cryogenic receptacles - dewar, tanks and bundles), pallets, cutting and welding equipment and other technical and medical goods and/or equipment from the business assortment of the MESSER. Services represent all operations, actions and processes performed by the Messer for the Buyers and/or Lessees.

**1.6 General conditions:** These General conditions of sale and delivery are applied and pertain to sale and delivery of goods and/or equipment and leasing as well as providing all other services by the MESSER to the Buyer and/or Lessee. General conditions of sale and delivery are an integral part of every Contract (bill of lading and/or an invoice) concluded between Contracting parties and it is considered that the Buyer and/or Lessee accepts these General condition upon conclusion of the Contract, that is, by the acceptance or takeover of goods from the MESSER, unless otherwise agreed in writing.

### 2. Sale and delivery of goods, complaints

**2.1** Sale of goods shall take place at the seat and subsidiaries of the MESSER and the Buyer is obliged to takeover the goods and ensure the transport, with respect of legal regulations, all in accordance with items 2.9, 2.10, 4.3 and 4.4 of the General conditions.

**2.2** The Buyer is obliged to deliver an order form in writing for each individual delivery. The contractual relation between MESSER and the Buyer shall be concluded when the Buyer's order is confirmed in writing by MESSER (fax, e-mail, order form). Should MESSER's confirmation of the Buyer's order deviate from the original Buyer's order, the Buyer shall confirm the alternative conditions given by MESSER, otherwise the contractual relation between MESSER and the Buyer is not deemed to be concluded. The acceptance of goods by the Buyer shall be considered to be a valid confirmation of such alternative conditions by the Buyer. Should the Buyer purchase goods without previously made order, the contractual relation shall be considered concluded upon takeover of goods. MESSER shall bear the risk of accidental destruction or damage until delivery of goods to the Buyer upon which the Buyer shall bear such risk.

**2.3** In case of signing of the Contract, the Buyer and/or Lessee shall deliver to the MESSER his Excerpt from the Court Registry or Decision on the Establishment with all amendments and supplements thereof and Certificate on Registration into the Single Registry of Indirect Tax Payers (VAT certificate) or Certificate on Tax Registration (ID number) if the Buyer is not a VAT payer.

**2.4** Should the Buyer and/or Lessee change the address of the seat, he shall be obliged to inform the MESSER thereof within 8 days of the change of the address. Otherwise, all deliveries shall be considered dully completed if delivered to the last known address of the Buyer's seat.

**2.5** If a contract stipulates that the MESSER shall transport the goods to the Buyer, the transport thereof shall be included in it. If a written contract is not concluded between the MESSER and the Buyer, the MESSER shall issue an invoice for the transport of goods and charge the "transport service" in accordance with the MESSER's price list.

**2.6** If it is stipulated that the MESSER shall transport the goods to the Buyer, the Buyer is obliged to provide an adequate, that is, large enough, unobstructed and safe passage of vehicles to the delivery location, appropriate space, labour force and/or mechanisation for a fast unloading and loading of goods all in accordance with valid standards and regulations pertaining to transport, handling and storage of dangerous goods. It shall be deemed that the Buyer has respected this provision of the Contract if not more than one (1) hour passes from the moment of arrival of the seller's vehicle in front of the Buyer's gate to the moment of the exit of the vehicle through it. If the vehicle is detained for longer than the above specified time, the MESSER shall calculate additional costs arising from it, upon which each started hour shall be charged BAM 100.00 per hour without VAT.

**2.7** The MESSER shall issue the Buyer with an invoice and a bill of lading for the purchased goods. The Buyer is obliged to confirm the receipt of the goods by a legible signature on the bill of lading, legible name and surname and ID card number of the person receiving goods on behalf of the Buyer, that is, if the Buyer is a legal entity, the Buyer must confirm receipt of the goods by signing and stamping the bill of lading. If the Buyer, who is a legal entity, does not hold a stamp at the moment of receipt of the goods, the Buyer shall be obliged to specify names and surnames of persons authorised to takeover the goods from the MESSER, including ID card numbers of authorised persons on a separate

certificate and authenticate it with the Buyer's stamp. At the same time, the Buyer confirms the receipt of full, pressure receptacle by the stamp and the signature.

**2.8** The MESSER is obliged to deliver the ordered goods in the agreed quantity, quality and within the deadline, in accordance with the logistics delivery schedule the Buyer has been informed about in written. The delivery deadline cannot be shorter than two (2) working days, from the day of receipt of a written order from the Buyer, not including weekends and holidays. If the Buyer, for any reason whatsoever, demands delivery of goods within a deadline shorter than two (2) working days or contrary to the logistics schedule of the MESSER, the MESSER may accept such a delivery of goods in accordance with its possibilities and available transport capacities. Unless otherwise agreed in the contract between the MESSER and the Buyer, all deliveries made within a deadline shorter than two (2) working days, that is, contrary to the logistics schedule of the MESSER, shall be considered urgent deliveries and shall be charged additionally in accordance with the MESSER's price list.

**2.9** The Buyer is obliged to respect all valid laws in BiH which regulate storage, transport and usage of purchased or leased goods. Immediately upon signing the Contract or concluding the purchase, the Buyer is obliged to undertake all activities for obtaining the approval for storage, transport, protection and usage of purchased and/or leased goods in accordance with the valid laws and other regulations in BiH pertaining to fire protection and occupational health and safety.

**2.10** The Buyer is obliged to act in accordance with the Instructions on safety measures for transporting compressed and liquified gases written on the back of a bill of lading or an invoice.

**2.11** The Buyer is obliged to inspect the goods upon handover. By taking over the goods, the Buyer confirms that the goods are without material defects.

**2.12** If the goods are delivered to the Buyer's storage, the Buyer is obliged to inspect the ordered goods and compare them to the description in the bill of lading. In the event of any inconsistency or visible, external damages on the delivered goods, the Buyer is obliged to make a record on delivery defects and inform the MESSER thereof within 3 days, that is, immediately and no later than 8 days of detection of hidden defects. After expiration of complaint deadline prescribed by this Article, complaints shall not be accepted.

**2.13** All complaints are to be filed in written with the attached complaint record, a copy of bill of lading of claimed goods and return or putting at disposal or examination the claimed goods by the MESSER. The MESSER shall inform the Buyer in written about results of the received complaint.

**2.14** In the event of justified complaint and identified defect on the claimed goods, the MESSER shall compensate the Buyer's real, documented costs of a return of a defected product by a credit note.

### 3. Manner and payment conditions

**3.1** Prices in valid price lists pertain to all Buyers and/or Lessees, unless otherwise agreed in written by the contracting parties. Retail price lists with included VAT are publicly displayed in retail shops of the MESSER.

**3.2** Prices are expressed in convertible marks (BAM).

**3.3** The MESSER is obliged to inform the Buyer and/or Lessee on changes in prices at least 7 days in advance.

**3.4** Payment of goods and/or lease is made exclusively in convertible marks (BAM), except in cases of international payments when the Buyer is making the payment on a foreign currency account of the MESSER.

**3.5** The MESSER is obliged to issue a bill/invoice to the Buyer for the delivered goods.

**3.6** The Buyer and/or Lessee is obliged to pay for the purchased goods upon takeover of goods and a bill, that is, pay the lease for the previous month until 7<sup>th</sup> day of the ongoing month, unless otherwise agreed between the contracting parties in the contract, in which case the payment deadline shall start on the day of delivery of goods.

**3.7** In the event that the Buyer has previously unpaid bills on the day of the payment, the MESSER shall satisfy its liabilities depending on the invoice date as referred to in Article 312 of the Law on Contracts and Torts.

**3.8** In the event of exceeded deadline referred to in item 3.6 of this Article, the Buyer and/or Lessee is obliged to compensate for the interest on arrears to the MESSER in accordance with the applicable law. If the Buyer is late with the payment for more than 60 days, the Buyer shall be obliged to pay a one-time liquidated damage amounting to 9% of the total amount of invoices for which the liquidated damage is paid.

**3.9** If the Buyer does not abide by the agreed terms of payment, the MESSER has the right to stop the delivery, that is, condition the Buyer upon the next orders to make the advance payment for the requested goods, by delivering a letter of credit, bill of exchange, order of acceptance or similar warranties for payment of obligations arising from contractual relations.

### 4. Lease

**4.1** MESSER shall lease the equipment to the Lessee in a proper condition and without visible defects, exclusively for the agreed purposes and his personal

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needs. The Lessee does not have the right to sublease the leased equipment to third parties or the right to allow third parties to fill or repair the equipment without explicit written consent of the MESSER. The Lessee is obliged to protect the leased equipment from any abuse, damage, unauthorised loss and/or alienation and is responsible for storage and handing of the leased equipment in a proper manner in accordance with regulations. The Lessee shall be responsible and liable for all damage caused by abuse, defects, improper use, unauthorised loss and/or alienation of the leased equipment as well as consequences of storage of the leased goods in illegal and unauthorised manner. The Lessee shall be responsible for all damaged caused to himself and the MESSER due to aforementioned reasons. The Lessee shall be also responsible for all damages caused to third parties if the lessee sublets the leased equipment or allows a third party to fill the equipment.

**4.2** The Lessee is obliged to handle the leased equipment with due care and diligence of a prudent businessman. The return of the leased equipment in damaged condition such as greasy cylinder, damaged cylinder, pallets or batteries and other damages on the equipment owned by the MESSER shall be recorded separately and the Buyer shall be charged for the repair of identified damage. The Lessee is obliged to pay for the observed damage within 15 days of receipt of the invoice. Provisions of item 4.5 shall be applied if the defects cannot be repaired.

**4.3** The Lessee is obliged to respect all regulations pertaining to the leased equipment, including safety regulations prescribed for such kind of equipment and gases to be used. The Lessee is obliged to respect all laws of BiH without any limitations thereof, that regulate storage, transport and use of goods, especially pressure receptacles (cylinders, transportable cryogenic receptacles - dewer, tanks and bundles) as well as other goods and/or equipment leased to the Lessee.

**4.4** In accordance with item 4.3 of this Article, immediately upon signing of the Lease Contract, the Lessee is obliged to obtain all necessary approvals from competent institutions of B&H pertaining to use and storage of the leased equipment, including approvals related to fire protection and occupational health and safety.

**4.5** If, within five (5) days from the termination of the Contract, either by expiration of the Contract or termination by mutual consent or termination due to breach and violation of the Contract or caused damage, the Lessee does not return the leased equipment, he shall be obliged to pay the equivalent amount for the equipment in accordance with the price list of the MESSER.

**4.6** In the event that the Lessee, contrary to the item 4.1 allows a third party to use or subleases the equipment owned by the MESSER or allows third parties to fill the leased equipment, the MESSER shall have the right to request the return of the equipment and charge the liquidated damage for each such filled or used: cylinder in the amount of BAM 500.00; bundle in the amount of BAM 2,000.00; transportable cryogenic receptacle – dewer in the amount of BAM 4,000.00; tank in the amount of 5,000.00 BAM and all other equipment in the amount of BAM 1,000.00/piece, for each started month until the return of Messer's equipment.. The charge of the liquidated damage does not reduce the right of the MESSER to request damage compensation due to violation of provisions of Article 4 of the General conditions which in the event of a concluded Contract between Messer and Buyer implies the damage compensation for loss of profit for the contracted but not delivered goods and unpaid leases for the equipment, until the expiration of the concluded contract.

**4.7** Depending on the type of goods and/or equipment, the MESSER shall charge a daily or monthly lease for usage of the leased equipment.

**4.8** The contracting parties may agree that MESSER shall install telemetry device(s) on its tank. The telemetry device is ownership of the MESSER and shall be returned to the MESSER together with the tank upon expiration of the contract or termination of business cooperation.

**4.9** The telemetry device monitors the gas quantity in the tank on which it was installed and regularly through the GPRS system informs the Buyer in defined time intervals on these parameters. This enables real-time control and double monitoring of the aforementioned parameters, thus increasing the safety of work of the gasification station and reducing the risk of untimely gas orders and supply disruptions.

**4.10** The telemetry device also alarms the contracting parties when the gas quantity in the tank decreases below the defined minimum.

**4.11** The contracting parties shall agree in written on the defined minimum gas quantity. The minimum gas quantity must be a quantity sufficient for unobstructed work of the gasification station for at least seven days of the receipt of the alarm message. Before the beginning of work and in accordance with this item, the Buyer shall deliver in written his mobile phone number to the MESSER on which the Buyer shall receive information sent by the telemetry device.

**4.12** Regardless of the above, the Buyer is obliged to physically monitor the pressure and quantity of gas in the tank and to make timely, continuous and regular gas orders from the MESSER in accordance with Article 2, item 2.2 and item 2.8 of these General conditions.

### **5. Liability for damages**

**5.1** The Messer shall not be liable for any damage caused by business

stagnation, loss of profit or incomes, interests and other costs arising from financing the Buyer. The MESSER shall not be liable for a damage caused by exclusive activities of the Buyer and/or Lessee or third parties, which MESSER could not anticipate and which consequences it could not avoid or remove. The MESSER shall not be liable in the event of business stagnation, losses such as a loss of profit or income, interests and other financing costs, such as a loss or damage on the property of the Buyer and/or Lessee if the damage is caused by an activity of the Buyer and/or Lessee or third parties, either by ordinary or gross negligence as well as any other activities of the Buyer and/or Lessee which the MESSER could not anticipate, that is, which consequences it could not avoid or remove.

**5.2** MESSER shall not be liable for a damage which might occur if the Buyer does not abide by and respect provisions of items 2.9, 2.10, 4.3, 4.4 and 4.12 of these General conditions. Should the MESSER suffer damage due to violation of items 2.9, 2.10, 4.3, 4.4 and 4.12, the Buyer and/or Lessee shall be obliged to compensate the damage to the MESSER within 30 days.

**5.3** MESSER shall not be responsible for delay in the performance or violation of contractual obligations or damage arising from it, if violation of such obligations is caused by circumstances outside the sphere of influence and control of the MESSER.

**5.4** MESSER shall not be responsible for goods and/or equipment used in air and cosmic transport and for such facilities or a construction. The Buyer shall assume the full responsibility for all purposes of the purchased goods and/or equipment in the aforementioned industries. MESSER shall absolutely be excluded from liability pertaining to this legal transaction.

**5.5** MESSER shall be liable for a damage caused intentionally or by a gross negligence. The total liability of the MESSER for material damage compensation is limited to BAM 100,000.

**5.6** A term force majeure implies external and extraordinary events which did not exist at the time of conclusion of contractual relations, events which occurred against the will and power of contracting parties and which occurrence and effects parties could not prevent by measures and means which could reasonably be requested and expected in a concrete situation by an affected party, including unpredicted shortages of raw materials or goods on the market, unpredicted increases of the purchase prices of raw materials, goods, services and utility costs, and as such absolve the affected party from liability. The party affected by force majeure shall immediately inform the other party on occurrence, type and possible duration of the force majeure, that is, other circumstances preventing fulfillment of contractual obligations.

### **6. Contractual relationship**

**6.1** If a contract has been concluded between MESSER and Buyer that specifies certain provisions differently from these General Conditions of sale and delivery, the provisions of the contract shall prevail.

**6.2** In order to fulfill, adjusted the production plan and provided an adequate logistical support and supply concept. Messer gives the Buyer its assets to use in order to supply the Buyer with the agreed quantities of gases. The Buyer is aware of the Messer's its contractual obligations and supply contracted quantities of gases to the Buyer, Messer made investment in fixed assets investment and effort to supply Buyer and accepts it, as well as fixed assets that Messer gives to the Buyer to use. The Buyer also agrees that the Messer's product is a specific and requires the application of high safety standards during handling, storage and distribution of gases and following equipment. Because of everything said above, as well as because of the general safety and product liability the Contracting parties agree that the Buyer will purchase all needed quantities of gases only from the Messer if the actual needs of the Buyer deviate than the quantities agreed in this Contract.

**6.3** In the event of a concluded contract between MESSER and Buyer for a certain period of time, according to which the agreed terms for the Buyer are more favorable than the terms defined by Messer's valid price list, and which are, not exclusively but specifically, related to more favorable prices for gas, services, goods and lease, costs and delivery costs, payment terms and obligation to deliver certain annual quantities to the Buyer, installation of the equipment at the Buyer's location, the Buyer shall compensate the damage to Messer for loss of profit in the amount of 50 % of the contracted but not delivered goods , unpaid leases for the equipment until the expiration of the concluded contract, and costs for the disassembly and transport of the equipment to the Messer's location, that, is No number Rajlovačka Street. This provision applies in the event of unilateral termination of the contract by the Buyer before its expiration for which Messer is not responsible.

### **7. Final provisions**

**7.1** Any issues not regulated by these General conditions shall be regulated by a contract between the contracting parties, that is, in the event that a written contract does not exist, by regulations pertaining to this field.

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7.2 These General conditions are an integral part of any contract and/or invoice and/or bill of lading and are available on the web site of the MESSER([www.messer.ba](http://www.messer.ba)).

7.3 Instructions on safety measures for transporting compressed and liquified gases are available on the web site of the MESSER ([www.messer.ba](http://www.messer.ba))

7.4 The contracting parties agree to amicably settle any disputes and misunderstandings that may arise from these General conditions and/or concluded contract. If the contracting parties fail to reach an amicable settlement, the Court in Sarajevo shall have jurisdiction thereof.

7.5 General conditions shall enter into force on 07 July 2020 and from which date they shall be applied.