

General conditions of delivery and payment of Chemogas NV

Article 1. Applicability

- 1.1 The term “Chemogas” refers to Chemogas NV with its registered office and independent operating premises at Westvaardijk 85, 1850 Grimbergen, Belgium, Register of Legal Persons in Brussels - Dutch-speaking with VAT number BE0455.374.616. The term “Customer” refers to the contracting party of Chemogas for and with a view to the purchase of goods and services produced and/or sold by Chemogas for professional and commercial purposes.
- 1.2 These general conditions of delivery and payment of Chemogas NV (referred to hereinafter as “General Conditions”) apply to any sale and if applicable, associated activity (such as rental and service contracts) and all obligations under the agreement between Chemogas and the Customer and to the legal relations however referred to and of any kind between Chemogas and its Customers.
- 1.3 The quotation together with these General Conditions and the written order confirmation from Chemogas form the agreement between Chemogas and the respective Customer. In any dispute, inconsistency or contradiction between the conditions of the agreement between Chemogas and a Customer, the following priority applies: (i) these Chemogas General Conditions, (ii) the written order confirmation and (iii) the quotation.
- 1.4 Chemogas is at all times and at its sole discretion entitled to unilaterally amend these General Conditions by means of prior written notification of the possible changes to the Customer regardless of whether Chemogas has started to carry out an order or command placed by a Customer, which amendments take effect immediately from the date of notification to a Customer.
- 1.5 Derogations from and additions to these General Conditions or the agreement between Chemogas and a Customer shall only be possible if and insofar as Chemogas has validly accepted these beforehand in writing.
- 1.6 By placing and transferring an order and/or command with Chemogas, the Customer declares (i) having acquainted himself, herself or itself fully with these General Conditions in advance and (ii) that he, she or it accepts these General Conditions in full and without any reservation.
- 1.7 The Customer shall never be able to rely on derogating habits or customs.
- 1.8 Nor shall the Customer be able to rely on his, her or its own conditions of purchase, not even if the Customer has stated in advance or states in his, her or its own conditions of purchase that his, her or its own conditions of purchase apply and take precedence over other conditions of delivery and payment of his, her or its suppliers however referred to. Chemogas does not accept or recognise such a provision or conditions in its agreement with the Customer. These General Conditions take precedence at all times and in all respects and automatically over any conflicting conditions or provisions of Customers or other contractual parties. In the event of conflict, inconsistency and/or contradiction, the Chemogas General Conditions shall prevail in full and directly over any general conditions of a Customer and this Customer if necessary renounces his, her or its own general conditions directly and in full.
- 1.9 In the event of conflict, inconsistency and/or contradiction between the Dutch language and any other text of the General Conditions, the Dutch text shall prevail.

Article 2. Offers and quotations

- 2.1 All offers and quotations from Chemogas are voluntary and as such it is not bound by these unless stated otherwise. Chemogas may withdraw and/or modify its offers and quotations at any time (in full or in part) without being obliged to pay the respective Customer any compensation (of any kind). Chemogas is also not bound by any commands and orders placed by a Customer. A Customer may only accept the offers and quotations by Chemogas within their stated period of validity. The Customer may not revoke his, her or its acceptance.

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- 2.2 An agreement between Chemogas and a Customer only becomes final and binding when the order has been confirmed in writing or as soon as Chemogas has started to carry out the order or command placed by the respective Customer. The Customer must accept the written order confirmation in writing within 48 hours of its dispatch, failing which the Customer is deemed to have irrevocably and fully agreed with the written order confirmation from Chemogas. The relevant agreement between Chemogas and the respective Customer constitutes the complete agreement between the respective parties in relation to the object in question and fully replaces the prior written, verbal and/or tacit arrangements, agreements and communications concluded between the parties involved, prepared and/or sent with respect to the object concerned.
- 2.3 Offers or quotations from Chemogas that are not without obligation (as expressly stated therein) may be withdrawn or modified by Chemogas at any time (in full or in part) prior to their written acceptance by the Customer and immediately and automatically acquire a no-obligation character on the twenty-first calendar day after the date of the respective offer or quotation except in the case of their previous written acceptance by the Customer unless expressly provided for otherwise in this offer or quotation.

Article 3. Drawings and data

- 3.1 Chemogas retains all rights to the data appearing in and accompanying its offers and agreement.
- 3.2 The data contained in or on the offer are an approximation of reality and do not form part of the agreement.

Article 4. Intellectual and industrial property rights and know-how

- 4.1 Unless expressly agreed otherwise, all intellectual or industrial property rights (of any kind) including but not limited to ideas, concepts, techniques, know-how, drawings, models, graphic designs, data, texts, documents, inventions and discoveries as well as the improvements, changes and further developments thereof, on all software, equipment and/or other items, information and/or data developed and/or made available during the preparation and/or performance of the agreement such as (without any limitation) analyses, documentation (including technical documentation), drawings and models rest completely and exclusively with Chemogas.
- 4.2 The Customer must respect all Chemogas's intellectual and industrial property rights (of any kind) at all times and in all respects. Nothing in the agreement between Chemogas and the Customer may be understood or interpreted as a transfer of any intellectual or industrial property rights by Chemogas to the Customer.
- 4.3 The Customer declares and guarantees to Chemogas that he, she or it does not infringe the rights of third parties in preparing and/or carrying out the agreement. The Customer indemnifies Chemogas in full and on first request for all claims in this respect and shall compensate in full for all (direct and indirect) losses that are the direct or indirect consequence of such an infringement and are borne by Chemogas or those who rely on such a right in full and on first request from Chemogas.
- 4.4 All drawings, models, documentation (including technical documentation), computer programs or other data carriers as well as the specifications of all items provided by Chemogas to the Customer prior to or during the carrying out of the agreement (or its preparation) remain at all times the exclusive and full property of Chemogas and following the performance of the agreement shall be returned by the Customer to Chemogas at the Customer's expense and on first request of Chemogas.

Article 5. Secrecy

- 5.1 Subject to prior written permission of Chemogas, the Customer is bound to observe at all times strict secrecy regarding all data, in the widest sense, of any nature, in any

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language, on any medium, for any purpose and in any form regardless of whether their confidential nature has been stated or not, which were obtained directly or indirectly in relation to the order or command from the respective Customer, to only use these for carrying out the agreement and not to communicate these to third parties (unless and to the extents necessary for carrying out the agreement). The Customer provides the necessary security for himself, herself or itself and his, her or its organisation in order to ensure the confidentiality of these data.

Article 6. Assignments

- 6.1 An order or command to deliver the goods and services sold by Chemogas or the provision of certain services including the acceptance of an offer or quotation must always be carried out in writing and accurately providing simultaneously all the required information and documentation enabling Chemogas to start carrying out the order or command and to complete it properly. This information includes without any limitation (i) the specific quality requirements of the Customer and (ii) the application envisaged by the Customer of the goods and/or services ordered by the Customer. If the information has not been provided to Chemogas, the Customer bears the full and exclusive risk for the soundness of the products as regards these requirements.
- 6.2 The Customer provides in good time all documents and information that Chemogas deems necessary or useful for and in the context of the carrying out of the command or order placed by this Customer. Chemogas is entitled to trust in the correctness and completeness of all documents and information provided by the Customer. Chemogas cannot be held liable for the incorrect or improper carrying out of the order or command placed by the Customer if this incorrect or improper performance was due to incorrect, late and/or incomplete provision of documents and information by the Customer. Chemogas is under no obligation to investigate under the agreement with the Customer. The Customer shall provide all the necessary cooperation required for the proper carrying out of the agreement.
- 6.3 Total or partial cancellation of a command or order by the Customer is only possible as long as Chemogas and/or the third person to whom Chemogas turns for or in connection with the carrying out of the respective command or order has not yet commenced work. As soon as Chemogas and/or the third person to whom Chemogas turns for or in connection with carrying out the respective command or order has commenced work, the Customer cannot cancel or otherwise terminate a command or order (in whole or in part) other than by (i) the payment by the Customer of the full purchase price for the goods and services that form the object of the respective command or order and (ii) the payment by the Customer of a compensation for the direct and indirect costs that Chemogas has incurred with a view to or in connection with the carrying out the respective command and/or order (including, without limitation, all costs for waste processing). Some goods and/or services sold are not taken back by Chemogas or credited.
- 6.4 Chemogas is entitled without prejudice to its other rights under this agreement and/or applicable law, to dissolve the agreement with the Customer at any time without any notice period or compensation, without prior judicial intervention, without prior notice of default, with immediate effect and without payment of any compensation in any of the following cases: (1) if the Customer, despite a prior written notice of default by Chemogas whereby a period of at least seven calendar days is observed remains in default with proper and timely fulfilment of one or more of his, her or its obligations towards Chemogas under the agreement unless expressly provided otherwise in the quotation, (2) if Chemogas has reasonable grounds to doubt that the Customer shall fulfil his, her or its obligations towards Chemogas under the agreement or (3) the starting (voluntarily or not) of a procedure for bankruptcy, judicial reorganisation, dissolution, provisional

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administration and/or similar proceedings with the Customer or if the Customer finds himself, herself or itself in a situation of apparent insolvency. Chemogas shall inform the Customer by registered letter of the dissolution of the agreement based on this article, which shall be deemed to have taken place immediately and automatically two calendar days after dispatch, the postmark of which serves as proof. In the event of such dissolution, Chemogas also reserves the right to claim compensation from the Customer for the costs, interest and damage incurred by Chemogas as a result and all demands from Chemogas against the Customer become immediately and automatically due and payable in full.

Article 7. Place and delivery and risk

- 7.1 All collections and deliveries of the goods and services sold by Chemogas take place "FCA" ("Free Carrier") (Incoterms 2010) unless expressly stated otherwise in the agreement between Chemogas and the Customer. The Customer himself, herself or itself is solely and fully responsible for obtaining all permits necessary under the applicable law for the collection, delivery, import and export, transport, use and/or application of the goods and services sold by Chemogas.
- 7.2 Chemogas shall be entitled at any time to invoke the right of retention on the goods and services sold that it holds if the Customer remains indebted for any amount payable prior to collection or delivery at the moment of collection or delivery.
- 7.3 Unless Chemogas and the Customer agree otherwise from time to time, the Customer shall collect the goods and services sold within 14 calendar days after Chemogas has sent the written confirmation to the Customer that he, she or it can collect these goods and services. For all goods and services sold separately, which were not picked up in time by or on behalf of the Customer, the Customer shall automatically and without this requiring any prior notice of default, be liable to Chemogas for a penalty of EUR 250.00 (if applicable, excluding VAT) per calendar day of delay in collection without prejudice to Chemogas's right to prove and claim a higher loss actually incurred or to be incurred.
- 7.4 At the moment of collection or delivery of the goods and services sold by Chemogas, the Customer or his, her or its carrier (acting on behalf of the Customer) must sign for receipt for the goods and services sold. The Customer undertakes to immediately examine the goods and services sold at such time and to check whether the qualities, the conformity, quantity and dimensions of the goods and services sold correspond with that which has been agreed between Chemogas and the Customer. Any visible defects in the goods and services sold and/or any non-conformity of the goods and services sold must, on pain of forfeiture, without delay and, in any case, no later than within two calendar days from the date of receipt by the Customer of the goods and services sold, be transferred in writing to Chemogas whereby the Customer (i) must describe these defects and/or non-conformity in detail and (ii) provide the necessary supporting documents. The use by the Customer of the goods and services sold by Chemogas or the expiry of the above-mentioned period each individually imply an irrevocable and definitive acceptance of any visible defects and/or non-conformity by the Customer. Any complaints from the Customer in connection with any visible defects or non-conformity of the goods and services sold shall not suspend the Customer's payment obligations. In the event that any such complaints are found to be substantiated, Chemogas shall replace and/or repair the goods or services sold free of charge. The Customer has in such case no right to payment of an amount (on any grounds) or a reduction in price. The Customer undertakes to transfer a copy of all documents signed by him, her or it in connection with the collection or delivery of the goods and services sold (including but not limited to the CMR and other freight and transport documents) to and on first request of Chemogas.
- 7.5 If Chemogas is to deliver the goods elsewhere, this delivery (including but not limited to loading, transport and unloading) shall be carried out "FCA" ("Free Carrier") (Incoterms

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2010). The Customer shall bear all costs connected directly or indirectly with any deliveries by Chemogas under the agreement with the Customer in full and exclusively. The Customer shall indemnify Chemogas in full on first request against any demands flowing directly or indirectly from or relating to any deliveries by Chemogas under the agreement with the respective Customer.

- 7.6 The place of delivery shall be accessible in a normal manner for the means of transport used by or on behalf of Chemogas.

Article 8. Transfer of rights and obligations

- 8.1 The Customer is not permitted without the prior written permission of Chemogas to transfer all or part of his, her or its rights and/or obligations under the agreement with Chemogas (in any way) to third parties.
- 8.2 Chemogas is permitted subject to prior written notification to the Customer to transfer all or part of its rights and/or obligations under the agreement with the Customer (in any way) to a company affiliated with Chemogas (within the meaning of article 11 of the Belgian Company Code (as amended from time to time)).

Article 9. Prices

- 9.1 The Customer pays Chemogas the purchase price for the goods and services sold as stipulated in the agreement between Chemogas and the respective Customer. The Chemogas prices are in euros unless expressly stated otherwise. Payments to Chemogas can only be made in euros by transfer into the Chemogas bank account as stated on the relevant invoice unless Chemogas agrees otherwise in writing.
- 9.2 If discounts have been agreed, Chemogas shall only apply these if the Customer properly complies with his, her or its obligations under the agreement. If it turns out that the Customer does not properly comply with his, her or its obligations under the agreement, Chemogas shall be entitled to unilaterally withdraw the discounts granted to the Customer with immediate effect. Any discount granted shall be on a one-off basis and shall not establish any rights for the future.
- 9.3 All costs, surcharges, taxes, charges and/or government levies of whatever nature, which directly or indirectly relate to a command or order placed by the Customer shall be borne fully and exclusively by the respective Customer.
- 9.4 If after the date of the quotation or order confirmation from Chemogas or after the date on which the agreement between Chemogas and the Customer has been concluded, there is any increase in the cost for carrying out a command or order placed by the Customer (including but not limited to all increases in the costs of transport or raw materials, the operational costs and the costs due to changes in the applicable laws and regulations or in the interpretation or implementation thereof by any authority) on which the prices in the offer or agreement are based, Chemogas shall be entitled to pass these increases onto the Customer subject to prior written notification to the Customer. An increase in costs also includes (without any limitation) foreign currency changes leading to an increase in costs for Chemogas, State intervention and legal and regulatory amendments and a change to or the discontinuing of an index relevant to the sector. This increase may also be applied with retrospective effect if this also applies to Chemogas.
- 9.5 In the event that Chemogas incurs additional costs during and with regard to the carrying out of a command or order placed by the Customer, which could not reasonably have been foreseen at the time of the offer, quotation or order confirmation and/or which can be attributed to delays in performing a command or order placed by the Customer pursuant to or in response to (i) the (possibly further) wishes or indications of the Customer (including but not limited to additional work at the Customer's request) or (ii)

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whatever other circumstance for which Chemogas is not responsible, these extra costs, as stated by Chemogas, shall be fully and exclusively borne by the Customer. This may take place with retrospective effect with regard to the Customer.

Article 10. Invoicing and payment

- 10.1 Chemogas invoices must be paid in immediately available funds on collection or delivery of the goods and services sold or no later than the point expressly indicated on the Chemogas invoice. The Customer accepts that Chemogas shall invoice electronically as much as reasonably possible. Payment can only be made into the bank account number as stated on the Chemogas invoice. All costs relating directly or indirectly to or associated with the payment of Chemogas invoices (including but not limited to the exchange rate risk and all banking costs) are borne fully and exclusively by the Customer.
- 10.2 If a Customer fails to pay an invoice on the due date, all other (not yet due) demands and invoice amounts from Chemogas against the respective Customer shall become immediately and fully payable automatically and without prior reminder or notification. Chemogas also reserves the right if necessary to fully suspend the carrying out of all current commands and orders placed by the Customer with immediate effect without any prior reminder regarding or for the respective Customer. The Customer bears all the consequences of this suspension fully and exclusively.
- 10.3 Any valid protest against Chemogas invoices can only be validly made by registered mail within 14 calendar days of the relevant invoice date failing which the Customer shall be deemed to have definitively and irrevocably accepted the respective invoice. Protest by the Customer against a Chemogas invoice does not cancel or suspend the obligation to pay.
- 10.4 If the Customer has not paid or paid in full the invoice amount by the agreed date, (i) the Customer shall be deemed to be in default immediately and automatically in the proper performance of his, her or its obligations under the agreement with Chemogas without this requiring any prior reminder, (ii) the Customer shall, automatically and without this requiring any prior reminder, be liable to late payment interest on the invoice amount equal to the reference interest rate referred to in the law of 2 August 2002 on combating late payment in commercial transactions from the due date of the relevant invoice up to the date of the full payment as well as (iii) the Customer being liable to Chemogas automatically and without this requiring any prior reminder for fixed compensation equal to 15% of the outstanding invoice amount with a minimum of EUR 250.00, this lump sum being payable immediately, in full and automatically without prejudice to Chemogas's right to claim a higher loss actually incurred or to be incurred and without prejudice to Chemogas's other rights under the agreement with the Customer and/or under the applicable law.
- 10.5 Chemogas can at any time and even after bankruptcy, judicial reorganisation or other situation of concurrence with the Customer, compensate and settle the assets and liabilities (in principal, interest and/or costs) that exist between Chemogas and the respective Customer. This compensation can be carried out even in the event that these demands and debts are not yet certain, fixed and/or payable and regardless of the form, currency, cause, nature and/or object of the debts and demands. The compensation is calculated in euros according if necessary to a conversion of the foreign currencies at the exclusive and full expense of the Customer. The Customer may only compensate Chemogas's claims by offsetting them against any claim against Chemogas in the event that the latter claim is undisputed or recognised by a final judgement.

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Article 11. Reservation of title

- 11.1 The ownership of all goods and services sold by Chemogas, which constitute the object of the Chemogas invoices to a Customer, only pass to the respective Customer at the point of full payment of all Chemogas demands, for whatever reason, under or pursuant to the agreement between Chemogas and the respective Customer including but not limited to, the purchase price, interest, costs and other financial charges pursuant to the agreement between Chemogas and the respective Customer. The Customer shall nevertheless bear all risk of loss, damage or destruction of or to the goods and services sold directly and automatically from the point at which the goods and services sold are collected in accordance with article 7 above.
- 11.2 Up to the moment of the transfer of ownership of the goods and services sold in application of the preceding paragraph, the Customer is prohibited from (i) transferring, alienating or encumbering all or some of the unpaid goods or services sold in any way or (ii) relinquishing them in any way for use by third parties or (iii) imposing any act of management or act of disposal on them. If applicable, all rights of Chemogas in lieu of the price for the unpaid goods and services sold shall automatically be based on the fee or the price flowing from or resulting from this for the Customer.
- 11.3 The Customer is obliged to use the unpaid goods and services sold with due care and attention. The Customer must at all times do that which is reasonably necessary or useful to secure the rights of Chemogas regarding the unpaid goods and services sold, in all respects.

Article 12. Packaging remains the property of Chemogas

- 12.1 The collection or delivery of the goods and services sold by Chemogas takes place in bottles, cylinders (whether or not stacked), tanks, containers, transport tanks (complete with parts and accessories), pressurised and unpressurised vessels, which shall be made available by Chemogas for the legal use of the goods and services sold by Chemogas, collectively referred to hereinafter as the "Packaging". The term "Packaging" also includes the packaging forms as mentioned in the regulations concerning the transport of hazardous substances (as amended from time to time) but also any other packaging forms such as crates, boxes, pallets and other installations and equipment (including storage tanks for delivery in bulk).
- 12.2 The Packaging remains the full and exclusive property of Chemogas at all times. The Packaging is only hired to the Customer with a view to the legal use by the respective Customer of the goods and services sold by Chemogas. Any other use is strictly prohibited at all times.
- 12.3 The Packaging must be returned to Chemogas each time by or on behalf of the Customer in accordance with the regulations from the agreement between Chemogas and the respective Customer. The costs for returning the Packaging are borne fully and exclusively by the Customer at all times.
- 12.4 The Customer undertakes not to (i) transfer, alienate or encumber all or some of this Packaging in any way or (ii) relinquish it in any way for use by third parties or (iii) impose any act of management or act of disposal on the Packaging. In the event of any violation of this prohibition, the Customer is, automatically and without this requiring any prior notice of default, liable to Chemogas for a fixed compensation equal to the replacement value for new Packaging, which shall be directly, automatically and fully payable without prejudice to Chemogas's right to claim a higher loss actually incurred or to be incurred. In addition, all rights of Chemogas, in lieu of the respective Packaging shall be based on the resulting price or fee.
- 12.5 The Customer is obliged to use the Packaging with due diligence at all times and in all respects. The Customer must at all times do that which is reasonably necessary or useful

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to secure Chemogas's rights regarding the Packaging in all respects. The Customer is responsible for the good condition of the Packaging.

- 12.6 The Customer is obliged to send a transport document when returning Packaging. The Customer receives a return note from Chemogas for the specific number of empty Packagings that were effectively returned by or on behalf of the Customer in accordance with that which is stipulated in the agreement between Chemogas and the respective Customer. This return note from Chemogas does not detract from Chemogas's rights in the event of any damage and/or contamination of the returned Packagings. In the event of any conflict and/or inconsistency between the transport document from the Customer and the return note from Chemogas, this return note from Chemogas shall take precedence over the transport document from the Customer.
- 12.7 The Customer has no right of retention over the Packagings from Chemogas.

Article 13. Fee for using the Packaging

- 13.1 For the use of Packaging belonging to Chemogas, whether or not owned or otherwise, Chemogas charges the Customer a user fee in advance or in arrears according to the tariffs to be determined by Chemogas in accordance with that which is stipulated in the agreement between Chemogas and the respective Customer. This user fee is payable from the date of collection or delivery of the goods and services sold up to and including the date on which the Packaging is returned by or on behalf of the Customer at the location stipulated in the agreement between Chemogas and the respective Customer.
- 13.2 The Customer irrevocably authorises Chemogas, its appointees and/or any other representatives to enter any registered offices, business premises, factories, industrial buildings and such like that may be used by him, her or it under whatever title on the first request of Chemogas for the purpose of inspecting Packaging belonging to Chemogas (owned or otherwise) in terms of both the number and the method of use.
- 13.3 Chemogas expressly reserves the right to request any guarantee or security (of whatever nature) from the Customer for any reason whatsoever either before or when carrying out the Customer's command or order. This guarantee or surety shall be determined by the sovereign will of Chemogas.

Article 14. Returning Packaging

- 14.1 If Chemogas's administration, which shall be considered as complete and exclusive proof, shows that Packaging belonging to Chemogas has not (or not on time) been returned to Chemogas at the place stipulated in the agreement between Chemogas and the respective Customer, the Customer shall be liable to Chemogas for a fixed penalty equal to the purchase price of new identical packaging as the Packaging concerned in addition to the user fee referred to in article 13.1, being a lump sum which shall be immediately, automatically and fully payable without prejudice to Chemogas's right to claim for a higher loss actually incurred or to be incurred.
- 14.2 If Packaging is subsequently still returned after expiry of the period in which the Packaging has to be returned by or on behalf of the Customer (as stipulated in the agreement between Chemogas and the Customer), Chemogas is entitled but not obliged to take back this Packaging without prejudice to Chemogas's other rights under the agreement with the respective Customer and/or applicable law.

Article 15. Damage, contamination and loss of Packaging

- 15.1 The Customer bears the risk of damage to, contamination of or loss of Packaging from the moment the goods and services sold by Chemogas are collected in accordance with the above stipulations and until the moment they are returned to Chemogas at the location as stated in the agreement between Chemogas and the respective Customer regardless of the nature and/or cause of the damage, contamination or loss.

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- 15.2 The Customer must report any damage, contamination and/or loss of Packaging to Chemogas in writing and without prejudice to article 16 of the General Conditions.
- 15.3 In the event of loss, damage and/or contamination of Packaging, the Customer shall, automatically and without prior reminder, be liable to Chemogas for a penalty equal to the full (direct and indirect) purchase price of new identical packaging as the lost Packaging.
- 15.4 The Customer shall be exclusively and fully responsible for all direct and indirect damage of any kind (including but not limited to the consequential damage) caused by or in connection with the return of Packaging.
- 15.5 If Packaging following return causes direct or indirect damage of any kind (including but not limited to the consequential damage) to Chemogas or to a third party, the Customer shall also be fully and solely liable for this damage.

Article 16. Obligation to report harmful influences

- 16.1 If a Customer suspects or is able to reasonably suspect that Packaging after collection or delivery as a result of any incident internally is, or may have been, infected or contaminated by a foreign substance (of any kind or type), he, she or it shall inform Chemogas in writing without delay and in any case within 24 hours of the respective discovery being made or that could reasonably have been made.
- 16.2 The same applies without prejudice if Packaging has been exposed to strong heat radiation such as (without limitation) in the event of fire or to any other circumstance or influence, which the Customer suspects or could reasonably have suspected that this circumstance or influence in any way, directly or indirectly may have had any harmful effect (of any kind) on the Packaging.
- 16.3 These reports must be made to Chemogas N.V., Westvaardijk 85, 1850 Grimbergen, telephone number (+32) (0)2 251 60 87, fax (+32) (0)2 252 17 51 while at the same time, instructions are to be requested as to the conduct to be adopted further and/or the measures to be taken further regarding this Packaging. In the event of emergency, Chemogas is accessible 24/7 by telephone on (+32) (0)14 58 45 45.

Article 17. Indemnification

- 17.1 The Customer is solely and fully responsible for ensuring that he, she or it obtains in good time and retains all relevant permits and/or authorisations from the competent third parties necessary for transporting, importing and exporting, using, application and/or processing the Chemogas goods and services sold and the Packagings as well as complying strictly and fully with all current and future safety, legal or regulatory requirements including (without limitation) those relating to hazardous goods, goods under pressure and such like (and/or their transport) and shall indemnify Chemogas in full and on first request from all direct or indirect consequences of a civil and public nature (including but not limited to consequential damage), which may arise due to failure to comply or comply fully with one or more such government requirements.
- 17.2 The Customer shall indemnify Chemogas on first request and fully against all claims from third parties, which in any way, directly or indirectly, relate to or arise from (i) the order or command placed by the Customer and/or the carrying out of the order or command placed by the Customer or (ii) the use of the Packaging or the use or the reworking of the goods and services sold by Chemogas by the Customer including but not limited to the claims of product liability as a result of a defect in a product or system supplied by the Customer to a third party and which also consisted or partly consisted of goods and services sold by Chemogas and/or which came about or partly came about with the help of goods and services sold by Chemogas.
- 17.3 The Customer shall comply strictly with and follow up at all times all Chemogas's instructions in the matter, as well as duly regard all safety measures, upon the collection

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or delivery or the use of the goods and services sold by Chemogas and/or the Packagings. The Customer is considered to be fully familiar with and to fully understand the safety data sheets and instructions for the goods and services that the Customer purchases from Chemogas. The Customer irrevocably agrees to take the necessary steps to ensure that these sheets and instructions are made available to the direct or indirect actual user(s).

Article 18. Prohibition on filling

18.1 Filling Packagings of Chemogas (or having them filled) by any party other than Chemogas is strictly and completely forbidden at all times.

Article 19. Packaging belonging to the Customer

19.1 Return of Packaging belonging to the Customer to a Chemogas site or depot is deemed a tacit assignment for Chemogas to perform all repairs to the valve of the relevant Packaging and/or reinspection of the packaging concerned as deemed necessary by Chemogas as well as the order to fill the respective Packaging, all costs of which are borne exclusively and fully by the Customer.

19.2 Chemogas may trust that all Packaging belonging to the Customer or a third party that is handed over to a Chemogas site or depot is completely ready for filling. The Customer is exclusively and fully responsible for all Packaging belonging to the Customer or a third party, that is handed over to a Chemogas site or depot, to be completely ready for filling at the time of handing over. The Customer shall indemnify Chemogas fully and on first request against all third party claims in this matter.

19.3 As soon as any Packaging not belonging to Chemogas is present for more than 30 consecutive calendar days on any site or place belonging to Chemogas or used by Chemogas in any way whatsoever, and after the Customer has been reminded for that purpose in advance, is not collected within five calendar days following the date on which the above-mentioned reminder is sent, Chemogas shall be entitled, for the entire duration that the relevant Packaging is located on its premises or sites, to claim compensation from the Customer in accordance with the rates applied by Chemogas at that time.

19.4 If (i) any Packaging not belonging to Chemogas is located on the premises or sites of Chemogas, which are used by Chemogas in any way and (ii) Chemogas is not allowed (or nor longer allowed) to refill the packaging in question due to existing or future safety, legal or regulatory requirements, Chemogas is entitled after the period of five calendar days specified in article 19.3, to have the respective packaging destroyed at the exclusive and full expense of the Customer or to return these to the Customer at the exclusive and full expense of the Customer. In the event of a return, the Customer shall immediately accept the respective Packaging on first request of Chemogas, failing which the Customer shall automatically and without any prior notice of default be liable to Chemogas for a fixed penalty equal to EUR 10,000.00 per calendar day of delay in the receipt, this fixed sum being immediately and automatically due and payable in full without prejudice to Chemogas's right to claim a higher loss actually incurred or to be incurred and without prejudice to Chemogas's other rights under the agreement between Chemogas and the Customer and/or under the applicable law.

Article 20. Residue

20.1 Residue of goods and services sold by Chemogas in Packaging returned shall not give rise to the right to claim compensation or offsetting of the value of the quantity of the commodity sold that is still remaining in the respective Packaging upon return. Chemogas is entitled in the event of any residue of goods or services sold being left over on return in the Packaging being returned to charge the Customer an integral contribution to its removal.

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Article 21. Periods

21.1 If a period for collection or delivery of the goods and services sold is agreed between Chemogas and the Customer, this period is purely indicative unless expressly agreed otherwise. Chemogas shall endeavour as far as possible to adhere to the delivery period.

Article 22. Guarantees and complaints

22.1 All goods and services sold by Chemogas must be transported, used and/or applied in accordance with Chemogas's instructions, the general operating instructions and the existing or future safety, legal or regulatory requirements. In the event of doubt as to the application or use, the Customer must contact Chemogas and/or the available specialists at Chemogas without delay.

22.2 With due observance of the restrictions set out below, Chemogas guarantees the quality and soundness of the goods and services it sells and the proper carrying out of accepted orders or commands for a period of at the most three months after collection or delivery "FCA" ("Free Carrier").

22.3 The guarantee does not cover the consequences of normal wear and tear or improper or incorrect use by the Customer or third parties.

22.4 The guarantee for the goods and services sold by Chemogas is limited exclusively to material, factory and manufacturing faults in which cases Chemogas is only obliged to repair or replace defective parts under the following conditions:

- If work has to take place outside the Chemogas workshops, travel and labour costs must be charged.
- If Chemogas believes the work can take place in the Chemogas workshops, no labour costs are charged, but any shipping costs are borne exclusively and fully by the Customer.

The Customer has in such case no right to payment of an amount (on any grounds) or a reduction in price.

22.5 This guarantee obligation from Chemogas applies for three months after collection or delivery of the goods and services sold by Chemogas. Any call on this guarantee must always be made in writing and as soon as possible but no later than 14 calendar days after the respective defect has been ascertained or could reasonably be ascertained in the case of some hidden defects, but in any case no later than 14 calendar days after the expiry of the guarantee period with regard to the respective goods and services.

22.6 Any claim against Chemogas in this regard lapses on expiry of this period.

Article 23. Liability

23.1 Any liability of Chemogas (of whatever nature) under or pursuant to the agreement with the Customer is at all times limited to the amount of the insurance policies subscribed by Chemogas and always within the limits of the cover provided in respect of the relevant case. In the event that and insofar as, for whatever reason, no payment under the said insurance policies may take place, (i) any liability of Chemogas (of whatever nature) for material damage under or pursuant to the agreement with a Customer in respect of the relevant Customer is at all times limited to the amount effectively paid by the respective Customer for the goods and services sold by Chemogas and (ii) any liability of Chemogas (of any kind) for personal injury (including but not limited to death and bodily harm) arising from or as a direct consequence of carrying out the agreement shall at all times limited to a maximum of EUR 1 million per event per year on the understanding that a series of consecutive and/or related events is considered as one event.

23.2 Chemogas's liability is in any case limited to the foreseeable direct and personal damage incurred. Chemogas is under no circumstances liable for consequential or indirect damages on the part of the Customer including but not limited to the loss of data, time, turnover, income, chances, opportunities, goodwill or clients, lack of expected savings

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or benefits, cost increases, production limitations, potential damage, loss of profit, reputational damage, interruption or stagnation of activities or claims by third parties of any kind.

Article 24. Force majeure - hardship

- 24.1 For the application of the General Conditions, "Event of Force Majeure" means any event that (in whole or in part) (i) was not caused by Chemogas, (ii) was unforeseeable upon the conclusion of the agreement between Chemogas and the Customer, (iii) of which Chemogas reasonably has no control and (iv) makes the further implementation of Chemogas's obligations under the agreement between Chemogas and the Customer impossible, aggravates or negatively influences this due to the costs of implementation for Chemogas having been increased or delayed, including but not limited to natural disaster, flood, storm, hurricane, lightning, thunderstorm, snow, drought, earthquake, disease, epidemic, fire, explosion, machine breakdown, accident, war, terrorism, revolt, strike, revolution, state of emergency, lock -out, demonstration, power or telecommunication interruption, system failure, exclusion, delays in delivery, changes to transport tariffs, shortages of labour, fuels, stocks, energy supplies or raw materials, transport restrictions, delays in or lack of deliveries or any other contractual shortcomings by suppliers, errors or delays due to third parties, any government intervention (such as among other things (1) refusal or cancellation of permits or licences, (2) expropriations and (3) import and export embargoes) and any changes of an economic, financial, technical, political or legal nature (including but not limited to Brexit or any similar circumstance).
- 24.2 Chemogas shall inform the Customer as soon as reasonably possible expressly and in writing of the relevant Event of Force Majeure and of its intention to invoke this clause.
- 24.3 Chemogas shall be automatically indemnified from any liability under the agreement with the Customer from the point at which the Event of Force Majeure takes place.
- 24.4 As soon as force majeure occurs, Chemogas shall unilaterally be authorised to extend agreed periods as is reasonable in connection with the force majeure factor(s) as well as - at its choice - to fulfil agreements on a pro rata basis or to dissolve the agreement unilaterally without notice period or compensation and without payment of any other fees (of any kind), without any judicial intervention, without prior notice of default and with immediate effect.
- 24.5 The Customer is not entitled to demand dissolution of the agreement if an Event of Force Majeure takes place.

Article 25. Limitation

- 25.1 Any right of action or claim by the Customer in respect of Chemogas under or pursuant to the agreement between Chemogas and the respective Customer automatically expires following simple expiry of a period of six (6) months after the Customer becomes aware or could reasonably be expected to be aware of the events or circumstances on which the right of action or claim is based. Any right of action or claim by the Customer for which no amicable agreement has been reached within the above-mentioned period of six months and which has not been submitted for adjudication in accordance with article 26 within the above-mentioned period of six months is deemed expired and withdrawn by the Customer.

Article 26. Applicable law and disputes

- 26.1 The relationship between Chemogas and the Customer (including the Chemogas General Conditions) is governed exclusively by Belgian law. The Vienna Convention is

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excluded in relations between Chemogas and the Customer (including the Chemogas General Conditions).

- 26.2 All disputes (of whatever nature) arising from or in relation to the agreement between Chemogas and the Customer shall be definitively and exclusively settled in accordance with the current Arbitration Rules of CEPANI by an arbitration board at CEPANI consisting of three arbitrators, whereby Chemogas and the Customer each, in the request for arbitration or the answer thereto, shall nominate an arbitrator and then these two arbitrators present together a third independent arbitrator, competent in the relevant legal affairs (who shall automatically act as President). The arbitration procedure shall take place in Brussels, Belgium. In accordance with the sovereign will of Chemogas, the language of arbitration is Dutch or English. The arbitration decision is final and is made in the first and last instance, without prejudice to applicable law. The Parties undertake to implement the ruling without delay.

Article 27. Miscellaneous provisions

- 27.1 A derogation by Chemogas from these General Conditions shall never be considered as a renouncement of the latter. No abstention and/or refrainment on the part of Chemogas to exercise or enforce its rights under any provision of these General Conditions shall be considered a renouncement thereof or a renouncement of Chemogas's right to enforce any other provision of these General Conditions.
- 27.2 In the event that any provision (or part thereof) of these General Conditions is unenforceable or contrary to any provision of public order or mandatory law, this shall not affect the validity or enforceability of the remaining provisions. In such a case, Chemogas and the Customer shall negotiate in good faith to replace the unenforceable or conflicting provision (or the respective part thereof) of these Chemogas General Conditions with an enforceable and legally valid provision that is as close as possible to the purpose and the scope of the original provision (or the respective part thereof).
- 27.3 Notwithstanding Chemogas making reasonable efforts to protect its e-mails and other electronic files from viruses and any other defects that may affect computers or an IT system, it remains the Customer's sole and complete responsibility to take the necessary and appropriate measures to safeguard and protect his, her or its computers and/or IT system against these viruses or defects. Chemogas accepts no liability of any kind for any loss and/or damage as a result and/or following the receipt of or the use of electronic communication and/or files from Chemogas.
- 27.4 Pursuant to the placing of an order at Chemogas, the Customer expressly and unambiguously authorises his, her or its personal data to be processed by Chemogas in accordance with the rules in the applicable laws and regulations. The Customer's personal data that are processed are: name, address, telephone & mobile phone number, e-mail address and contact person. Chemogas shall only process these personal data from the Customer for the following purposes: the client administration, processing and following up of orders and direct marketing. The Customer expressly accepts that Chemogas is entitled to process the Customer's personal data for and in the context of the carrying out of the order or command placed by the Customer. Chemogas shall not pass on the Customer's personal data to a third party without the Customer's express permission. However, the Customer agrees that the personal data may be passed on to a third person on whom Chemogas relies for the processing and/or the carrying out of the order or command placed by the Customer and to the extent that these data are necessary or useful for this purpose. The Customer is entitled at any time to view his, her or its personal data and if necessary, to have them improved, deleted and/or transferred. The Customer can oppose the processing of his, her or its data for direct marketing purposes by informing Chemogas of this in writing. Chemogas shall not retain the Customer's personal data for longer than is legally permissible and in any case

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no longer than is necessary for the above-mentioned purposes. Chemogas takes all reasonable measures to guarantee the confidentiality of the personal data provided by the Customer. The Customer accepts that damage that the Customer, directly or indirectly, in any way, would suffer as a result of unauthorised use of the data by any third party who has not received any permission for this can never be recovered from Chemogas.

