

GENERAL TERMS FOR LIQUID PRODUCTS EXW SUPPLY

1. Application of the General Terms

1.1 These General Terms for Liquid Products EXW Supply (hereunder, the "GT") apply between Air Liquid Bulgaria EOOD (AL) as a supplier, and the CUSTOMER as a purchaser (together referred to as the "Parties"), where the CUSTOMER has made an order and AL has agreed and confirmed it and no other individual agreement has been concluded between the Parties.

1.2. Under the present GT, AL may supply the CUSTOMER (ex-works) at AL's Facilities with Liquefied Gas Products (referred to as "GAS") depending on availability of the GAS, and after written confirmation of the order of the CUSTOMER and may provide the services related to such supply in accordance with the present GT.

2.Placing orders

2.1. The Gases shall be sold against the CUSTOMER's orders placed with AL by email, weekly, namely every Thursday for the following calendar week. AL will approve the order via email. An order can be valid only if it is confirmed in writing by AL. A different cycle for placing orders is only admissible with AL's prior written consent.

2.2. The order should specify the type and quantity of the Gases as well as the planned date of collection of the Gases from the AL Facilities. With respect to the delivery of the Gases, the CUSTOMER warrants that it will take over the Gases ordered on the date as agreed by the Parties with the confirmed order. CUSTOMER shall inform AL for needed changes in pick-up date with at least 3 days prior notice.

2.3. The Customer shall collect the Gases using its own means of transport during AL working hours (Monday-Friday, 09:00-18:00), subject to the exceptions confirmed in writing by AL.

2.4 The GAS supplied, the prices related to them and AL's Facilities address, are based on CUSTOMER's order and AL's availability and shall be described and confirmed by the Parties when confirming the order.

3.Prices

3.1. AL will supply GAS and related services to CUSTOMER at its current prices, with a prepayment model, which Price will be communicated to the Customer at confirming the order, before each loading. Any differences in the quantities paid in advance and the quantities loaded by the CUSTOMER will be invoiced accordingly.

3.2. Prices do not include any tax. Invoices shall include all applicable taxes in accordance with the laws in force at the time of invoicing. AL shall issue an advance payment invoice after confirmation of the order by the CUSTOMER. The loading will be done only after the advance payment invoice is paid.

3.3. CUSTOMER shall pay the advance payment invoice within 5 days after issuing the advance payment invoice, by bank transfer to the bank account of AL set forth on the invoice sent by AL before the loading.

3.4. AL shall be entitled at any time to cash out the guarantees (if any) and/or suspend the supply of the goods if at any time any sum due from CUSTOMER to AL are not been paid in accordance with these GT until all outstanding payments are paid or if AL reasonably forms the view that CUSTOMER is or is likely to become unable to pay its debts when due, without prejudice to any other rights AL may have against CUSTOMER.

3. Transfer of title to the GAS

3.1. For the Ex-Works deliveries, the transfer of the possession of the GAS, with the aim of transferring the title to the CUSTOMER, is made at the inlet flange of the vehicle of the CUSTOMER and the title to the GAS shall be transferred to CUSTOMER at the inlet flange of the Customer vehicle. As from the transfer of the possession of the GAS to the CUSTOMER, all benefits, damages and risks shall belong to the CUSTOMER.

3.2. Storage and usage of the GAS will be under the entire and sole responsibility of CUSTOMER. The CUSTOMER accepts, acknowledges and undertakes to obtain any kind of authorization, certificate and/or approval required by the laws in force and to fulfill any legal obligation including but not limited to taking out compulsory insurances.

3.3. CUSTOMER declares that the GAS is suitable for the purposes for which it is intended.

4. Measurement

The quantities of GAS delivered will be measured by the flow meter or weighbridge at AL facilities. In case these means are not available, another method for measuring such quantities, will be used by AL.

5. Documents

For each GAS supplies, AL shall provide to the CUSTOMER the following documents, that are to be considered as an integral part of these GT.

- Product Specifications (if requested)
- Product Safety Data Sheet

6. Safety

Should the CUSTOMER intervene on AL's site, AL shall provide CUSTOMER with internal safety rules applicable to its site and such rules will be complied with by CUSTOMER. Should the Customer be issued access card for AL's site, he must return them after completion of the loading. CUSTOMERS shall owe a penalty for any access card damaged or lost.

Should AL interfere on a CUSTOMER's site, CUSTOMER shall provide AL with internal safety rules applicable to its site and such rules will be complied with by AL.

7. Notification

Legal notification address of the Parties is their registered address, as stated in the respective country's commercial register. It is compulsory to notify the other party by registered mail with return receipt, any change in these addresses within seven days following the change. Otherwise, notifications made to the Party's registered address shall be deemed valid. In this case, the notified party cannot allege the invalidity of the notification made in such a way.

8. Events beyond AL's Control

Air Liquide shall in no way be responsible in the event AL fails to partially or fully perform in its contractual obligations due to events occurring beyond AL's control such as, particularly, natural disasters, actions of third persons, lock-outs, strikes, labor dispute, riot, damage to or breakdown of machinery, pipelines or equipment, explosion, flooding, fire, earthquake, atmospheric disaster, failure of communications systems, cyber-attacks, emergency related to health and safety, spread of the power of contagious disease, epidemic, pandemic, quarantine measures and other measures entered into force, war, terrorism, being unable to obtain from third parties sufficient power or raw material, impossibility to obtain or maintain permits or authorizations transport vehicles or important materials or legal provisions, acts and orders of the executive or legislative branch (such as a change in legislation), limitation or failure, affecting AL Bulgaria, and/or similar emergency situations.

The performance of AL's obligations shall be suspended during the events in question.

9. Liabilities and Insurance

9.1. AL's liability is strictly limited to the undertakings set forth in these GT. AL will not be liable for any loss or damage due to events beyond AL's control, to the fault or negligence of CUSTOMER, and/or of a third party that AL cannot control. In the event CUSTOMER can prove that it has suffered a loss or damage due to AL, AL shall only be liable for direct property damages up to the maximum sum of EUR 1.000.

9.2. CUSTOMER waives any right of recourse against AL and accepts to obtain from its insurers a waiver with respect to any third party claim and with respect to any loss or damage exceeding such amount.

9.3. AL shall not be liable for indirect and consequential losses or damage whatsoever, such as, in particular, loss of profits, loss of production and operating losses that may arise in connection with these GT and performing the CUSTOMER's order.

9.4. AL has taken an insurance covering any financial consequence of its civil liability which may arise in the performance of its obligations under these GT, and which would arise from bodily damage or direct damages caused by AL. CUSTOMER undertakes to take an appropriate insurance covering its civil liability with respect to its employees and anything located at its premises.

9.5. Each party will take appropriate insurance coverage for its property.

9.6. CUSTOMER undertakes to provide AL with a copy of the insurance policy and its extensions evidencing the existence of the insurance coverage as required hereunder. CUSTOMER further undertakes to ensure that the insurance company of CUSTOMER does not have a right of recourse against AL.

10. Tax and other liabilities

10.1. CUSTOMER shall, in addition to the prices agreed, pay to AL (i) the amount of any and all carbon, greenhouse gas emission or other environmental taxes or costs and (ii) all excise, transportation, sales, use or similar taxes or costs (

not including taxes on income or profits) now or hereafter imposed upon AL by any governmental authority or any political subdivision thereof by reason of the manufacture, transportation, sale or use of the GAS delivered hereunder and/ or (iii) costs, including capital charges on expenditures, resulting from an investment required by the relevant authorities and/ or aiming at mitigation taxes or costs as described in (i). Such costs will be allocated to, and paid for by, CUSTOMER on a pro rata basis. CUSTOMER agrees and acknowledges that it must furnish AL with satisfactory exemption certificates when exemption from any such taxes is claimed and that the CUSTOMER will be solely responsible, and reimburse AL for any such taxes paid, or owned by, AL in the absence of such certificates.

11. Compliance

11.1. It is of paramount importance to AL that its Customers and its Customer's employees and forefront subcontractors adhere to the principles stated in AL's Code of Conduct, available at the link: <https://www.airliquide.com/group/ethics>. The CUSTOMER shall adhere to these principles when carrying out any activity in connection with these GT and the CUSTOMER's order.

11.2. The CUSTOMER also agrees to comply with the laws and regulations applicable to the execution of its contractual obligations with AL, in particular as concerns anti-corruption, and to adhere to the rules of behavior provided in the Code of Conduct and certifies that it has implemented and will continue to implement policies and procedures to foster compliance with the anti-corruption and anti-bribery laws and regulations applicable to it.

11.3. The Parties agree that all transactions hereunder shall at all times comply with applicable import-export control, customs and foreign trade laws and regulations and any amendments thereto. In particular, the Customer shall observe and respect any restrictions, prohibition or import - export license requirement applicable to the Gases.

11.4. The Customer shall promptly inform in writing Air Liquide of any information and data, and any modification thereto, required by Air Liquide to comply with the export control laws and regulations applicable in the countries of export and import, as well as for re-export, and concerning the Gases. In particular, the Customer shall inform Air Liquide on the final destination, end-user and end-use of the Gases.

11.5. All discussions, negotiations and meetings between the Parties shall at all times in every respect be in accordance with all applicable laws and regulations, including the applicable antitrust laws. The Parties shall limit all data, information and documentation to be exchanged between the Parties to the minimum amount and to the persons necessary for the fulfillment of the order. Further, the Parties shall take appropriate measures to ensure that all data information and documentation exchanged is only used in compliance with the applicable antitrust laws.

11.6 No subject of these GT, no individual agreement and no action of the parties in fulfillment of an order shall constitute, or be deemed to constitute, a partnership, cooperation, joint venture or other co-operative entity. Any party shall not make an agreement on behalf of the other party or parties; or shall not represent, in any way, the other party or parties or shall not guarantee or shall not put in pledge or shall not oblige the other party or parties in any way or shall not put under obligation.

11.7. In the case of breach of these obligations, the Customer shall be liable to Air Liquide irrespective of any limitation of liability provisions that may have been agreed on.

12. Personal Data Protection

12.1. For the purposes of this article, the terms used have the meaning set out in the applicable regulations on personal data processing, including: (i) The [Include the local law on the protection of personal data], the directive 2002/58/CE of the European Parliament and of the Council of 12 July 2002, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("the General Data Protection Regulation"), and (ii) Any other future applicable legislation which might complete or replace them, hereinafter together "Data Protection Regulation").

12.2. Parties undertake to comply with their respective obligations under the Data Protection Regulation. Each Party guarantees the other Party that it complies with the Data Protection Regulation, in particular in terms of personal data security and confidentiality. Parties undertake to implement the appropriate technical and organizational measures to protect the personal data against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, taking into account the nature of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

12.3. To perform the services herein, each Party may collect and process personal data relating to the other Party's employees and/or clients, or any other categories of data subjects relevant for the performance of the services in

accordance with these GT. Each Party acknowledges acting as a controller concerning the collection and processing of such personal data carried out for the provision of the services as provided in these GT. Each Party undertakes therefore to comply with all the requirements of the Data Protection Regulation which are imposed on the controller.

12.4. Parties undertake to comply with this article throughout the completion of the order and beyond when the obligations set out in this article shall survive upon fulfillment of the order or its cancellation, in accordance to Data Protection Regulation and notably the obligation of security and confidentiality of the personal data.

13. Confidentiality and information exchange

13.1. The terms of these GT and the CUSTOMER's order will not be disclosed during its term and three (3) years thereafter to any third party by either of the parties without written consent from the other party.

13.2. If in the course of the completion of an order, the Parties, on a need to know basis and in compliance with art.11, exchange information and documents that are considered Confidential or which by nature or method of disclosure leads to the conclusion of being confidential, for the duration of the execution of the order and for 3 (three) years thereafter, the Parties undertakes not to disclose to third parties (or use for any purpose other than that in connection with the performance of obligations of the order) any Confidential Information related to the other Party, its employees and/or related persons, its activities and the performance of the order.

14. Breach of GT

14.1 In the event that the CUSTOMER breaches one of its obligations hereunder, and in case such breach is not remedied within 7 (seven) days as from the receipt of a registered letter with return receipt from the other party, such party may immediately terminate the Provision of services without prejudice to any right or warranties, including damages it may claim as result of such failure. In such a case, the Customer agrees that all unpaid debts will also become due as of the termination date.

14.2 In case one of the Parties starts liquidation, bankruptcy or any other similar legal procedure, the other Party may terminate an order with immediate effect upon a termination notice sent by registered mail with return receipt..

15. Jurisdiction

Any dispute that may arise in connection with and order of these GT that cannot be settled amicably shall be referred to the sole jurisdiction of the competent Bulgarian Court in Sofia.

16. Miscellaneous

If any provision of these GT is held by any court or other competent authority to be invalid or unenforceable, these terms and conditions shall continue to be valid as to all the remaining provisions. ■