GENERAL COMMERCIAL TERMS AND CONDITIONS OF AIR LIQUIDE POLSKA Sp. z o.o. (AL)

For reasons of safety and the scale of sales, the offer of industrial gases is not addressed to consumers or business-consumers, that is, the entities referred to in Article 385(5) of the Civil Code (i.e., natural persons entering into an agreement directly related to their business activity, when it follows from the content of the agreement that it does not have a professional character for them, arising in particular from the subject of their business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity (CEIDG).

1. **DEFINITIONS** – The term CYLINDERS used in these terms and conditions shall be construed as cylinders, cylinder bundles, pallets, cylinder valve caps, valves and other elements regarding sales of compressed gases. PRODUCTS shall be construed as gas and services related to the sales of compressed gases.

2. **TRANSACTIONS** – Where the Agreement provides for deliveries made with the use of AL's means of transport, they shall be executed within the working hours of AL and in accordance with relevant traffic regulations. PRODUCTS shall be delivered to the CUSTOMER, whereas empty CYLINDERS shall be collected at the storing place indicated by the CUSTOMER easily accessible by AL.
   Each transaction made, regardless of whether it involves AL's means of transport, shall be supplemented by AL with a written Delivery Slip, specifying the quantity of CYLINDERS delivered or collected. The information shall be checked after the transaction is made. On the basis of the same, invoices for gas, transport, rented CYLINDERS and SERVITRAX service shall be prepared. The accuracy of the Delivery Slip specifying in particular the quantity of cylinders delivered and collected, shall be verified forthwith, confirming the actual status with a note and a signature on the document.
   Any additional services commissioned by the CUSTOMER supplementing services specified hereinabove, shall be provided at the CUSTOMER's cost.

3. **DELIVERY THROUGH THE NETWORK OF DISTRIBUTORS** – As a part of the Agreement, the CUSTOMER may also use the services provided by authorised representatives of AL.

4. **CYLINDER TRACKING SERVICE SERVITRAX** – Where the Agreement stipulates providing cylinder tracking service SERVITRAX by AL, then, AL ensures identification of each CYLINDER and allows for tracking CYLINDER circulation. AL identifies and corrects inconsistencies such as a lost CYLINDER, a CYLINDER ascribed to a specific CUSTOMER, and returned by someone else, etc. AL shall notify the CUSTOMER about identifying inconsistencies. AL shall not be obliged to disclose the identity of third persons. At the CUSTOMER's request, AL shall provide a report presenting data regarding the so far circulation of CYLINDERS.

5. **QUALITY** – AL guarantees the quality of gases delivered pursuant to Product Data Sheets where purity of particular gases is specified. At the CUSTOMER's request, AL shall provide the CUSTOMER with Product Data Sheets regarding gases delivered. Product Data Sheets do not require AL's signature.
   At the CUSTOMER's request made at the time of the order of the GAS, AL will provide the CUSTOMER with the given supply of the GAS with the certificate of quality of the GAS, confirming the appropriate quality of the supplied GAS, at the price of PLN for one certificate.

6. **SAFETY** – By signing the Agreement regarding the sales of gas, the CUSTOMER declares that AL provided him with Material Safety Data Sheet and that he shall act in accordance with recommendations included therein. Material Safety Data Sheets are also available at AL's website https://pl.airliquide.com/kartycharakterystyki
   The CLIENT is responsible for ensuring that every person who may use or handle gases or CYLINDERS has actually received the relevant documents. The CLIENT declares that the PRODUCTS purchased from AL are suitable for the intended purpose for which they were acquired. The CLIENT is obligated to meet all of the following safety requirements concerning the protection of life, individuals, and property, as well as to comply with the Detailed Safety Rules available on AL's website at the following link: https://pl.airliquide.com/zasady-bezpiecznej-pracy-z-gazami-sprezonymi, along with any applicable requirements arising from Polish law (collectively referred to as the "Safety Requirements"). Any amendment to the Safety Requirements shall not require an amendment to the Agreement and shall become effective upon its implementation and publication of the updated Safety Requirements. Any violation of the Safety Requirements shall constitute a "Hazard" within the meaning of this Agreement. AL employees and individuals performing work or providing services on behalf of AL shall have the right to refrain from performing work or rendering services if the Safety Requirements are not met. Upon refraining from work (execution of the Agreement), the AL employee or the individual performing work or providing services on behalf of AL must immediately notify the CLIENT's representative of the situation (i.e., specify the Hazard). If possible, the CLIENT shall promptly eliminate the Hazard. If immediate removal of the Hazard is not feasible, the AL driver, employee, or individual performing work or providing services on behalf of AL shall be obligated to refuse the delivery of CYLINDERS entirely. Should the CLIENT fail to ensure the safe operation of CYLINDERS, AL shall be entitled to suspend deliveries due to the CLIENT's fault until the CLIENT confirms the removal of the Hazard. A new delivery attempt shall be made within 48 hours following the CLIENT's prior confirmation of the Hazard's removal and submission of an order via email to zamowienia.pl@airliquide.com. The CLIENT is obligated to ensure that its personnel are trained in emergency procedures and occupational health and safety regulations related to AL's CYLINDERS. Upon the CLIENT's request, AL may provide training for the CLIENT's designated personnel as an additional paid service in accordance with the PRICE LIST. Upon receipt of the CYLINDERS, the CLIENT shall independently review and update its internal documentation, particularly the Fire Safety Instructions, Explosion Protection Document, Explosion Hazard Assessment, and any other documents required by law. The CLIENT further undertakes to grant access to the facility or area where AL's CYLINDERS are located for the purpose of conducting a safety audit whenever required. If the safety audit report identifies any irregularities, the CLIENT shall rectify all such irregularities within a timeframe agreed upon with AL. The CLIENT acknowledges the risks and hazards associated with the use and storage of AL's PRODUCTS and assumes full responsibility for any damages or losses resulting from the CLIENT's use of AL's PRODUCTS, particularly those arising from improper equipment configuration, use, security measures, or failure leading to product malfunction. Liability shall transfer upon the completion and acceptance of the delivery of AL's PRODUCTS by the CLIENT, which constitutes confirmation of their completeness and proper technical condition at the time of delivery, ensuring safe usage. AL shall not be liable for the manner in which the CLIENT uses AL's PRODUCTS, including any technical malfunctions caused by improper use, consequently, any remediation of damages or failures resulting from such malfunctions shall be the sole responsibility of the CLIENT.

7. **SCOPE OF RESPONSIBILITY** – AL's responsibility is strictly limited to obligations included in the Agreement. AL shall be responsible exclusively for damages resulting from deliberate action or gross negligence on the part of AL. Moreover, with regard to damages resulting from gross negligence, AL's liability shall be limited to proven, direct material damages up to a maximum amount of PLN 40000 (forty thousand zloty) Furthermore, it is expressly agreed that AL shall not be liable for any indirect or consequential losses or damages, including but not limited to loss of profits, production losses, or operational losses, that may arise in connection with this Agreement (including the performance of services specified in the PRICE LIST). Where the person signing the agreement or placing order who acts as an attorney does not hold power of attorney or exceeds the scope of authorisation, he shall be obliged to return all that he received from AL as well as to redress the damage on conditions set forth in art. 103 of the c.c. The Parties unanimously exclude the provisions of the Civil Code on statutory warranty (rękojmia).

8. **FORCE MAJEURE** AL shall not be liable in the case where events beyond its control occur such as, in particular, acts of God, acts of third parties, lockout, strike, breakage of machinery or equipment, explosion, flood, fire, earthquake, failure of the communications systems, impossibility to obtain electrical power, means of transport or essential supplies, legal provisions, cyber attacks, public health emergency, communicable disease outbreak, epidemic, pandemic, quarantine measures and other similar measures enacted, preventing it from fulfilling part or all of its contractual obligations. The performance of this Agreement will be suspended for the duration of such events and this Agreement will be extended by the same period of time.
9. **ECONOMIC EQUILIBRIUM** – Regardless of changes in prices on the basis of a valorisation formula specified in the Agreement, in the case of changes to production costs, obtaining or transportation in a way which makes valorisation based on valorisation formula not cover the increased costs of AL, as well as in the case of changes of other economic factors not included in the valorisation formula specified in the Agreement, and which affect costs or prices of gases produced and services provided, AL shall be entitled to making relevant changes in the prices of gas or services provided. AL shall be entitled to make relevant changes in the price of gas or services provided also where the Agreement does not include a valorisation formula, but where during the term of the Agreement there was a change in economic factors affecting costs or prices of gases produced by AL or services provided by AL. Where AL changes prices, AL notifies the CUSTOMER in writing about such changes (by registered mail). The CUSTOMER shall be entitled to reject suggested changes in the same mode in which he was notified about the changes within 14 days from having the notice delivered. Within 14 days from receiving the above information from the CUSTOMER, AL shall be entitled to terminate the Agreement with a 3-month termination period. Ineffective expiration of the term reserved for the CUSTOMER for submitting refusal of request regarding suggested changes shall be construed as accepting new conditions.
10. **TERMINATION OF THE AGREEMENT** – For any agreements entered into, where a Party breaches one of its obligations specified above, and where this breach is not removed within 30 days from receiving notice by registered mail from the other Party, this Party may terminate this Agreement without notice of termination, without prejudice to compensation it may claim in the case of such breach.
11. **TRANSFER OF RIGHTS** – The Agreement may not be transferred to a third person without a prior written consent of the other Party. The CUSTOMER's consent shall not be required where AL transfers the Agreement to an entity which belongs to AL capital group. Neither of the Parties may refuse to grant consent without a significant reason. The CUSTOMER agrees that AL may transfer the rights resulting from the Agreement to the factor or insurer of receivables, in connection with implementation by AL of the factoring to remuneration for PRODUCTS and services provided by AL under this Agreement.

    In the event of a merger, division or transformation of the CUSTOMER as defined in the provisions of commercial companies and partnerships code, the CUSTOMER obliges himself that AL will be notified about this event within 3 days from the date when it occurs.
12. **PREVENTION OF THE CORRUPTION:** Each Party warrants and represents to the other Party that it (i) complies with any regulation on prevention of the corruption applicable to the Party (ii) shall not (and shall ensure that none of its directors, officers, employees shall not) commit any act of corruption (including will not offer or give any advantage to third party in order to improperly or dishonestly influence the person concerned in exercise of his or her duties) (iii) maintains in place its own policies and procedures designated to ensure compliance with regulation on prevention of the corruption (iv) will provide on the request of the other Party written confirmation on compliance with regulation on prevention of the corruption, (v) it does not cooperate, directly or indirectly, with entities (i.e. legal or natural persons or other organizations) subject to restrictive measures (hereinafter collectively referred to as "sanctions") imposed by the European Union or the Republic of Poland; (vi) it does not use products purchased under the Agreement on the territory of Russia, Belarus and the nongovernment-controlled areas of the territory of Ukraine; (vii) it is not subject to the restrictive measures (sanctions) referred to in point (v).
13. **ETHICS & ANTI-CORRUPTION & CYBER-RISK** It is of paramount importance to AL that its customers and its customers' employees adhere to the principles stated in AL's Code of Conduct, available at the link: https://pl.airliquide.com/o-nas/warunki-i-zasady-wspolpracy-z-dostawcami. The CUSTOMER shall adhere to these principles when carrying out any activity in connection with this Agreement. 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 also adhere to the rules of behavior provided in the Air Liquide Group's anti-corruption code of conduct Anti-Corruption Code of Conduct available at the link: https://pl.airliquide.com/o-nas/warunki-i-zasady-wspolpracy-zdostawcami. AL set up a whistleblowing alert system (called "EthiCall") where business partners may report any event or conduct non-compliant with notably applicable laws, regulations and international treaties or with the principles of the Air Liquide Group's Code of Conduct: https://www.safecall.co.uk/en/clients/ethicall/. The CUSTOMER certifies that it has implemented and will continue to implement policies and procedures to foster compliance with the anti-corruption laws and regulations applicable to it. The change of the policies does not constitute the change hereof and shall be effective upon their execution.
14. **USE OF DATA [OTHER THAN PERSONAL DATA]** Nothing in this Agreement shall be construed as prohibiting AL from storing and using any data collected in the performance of this Agreement in a form that does not, on its own, permit direct association with any specific individual, to the extent not prohibited by applicable laws and regulations. CUSTOMER agrees that AL shall have the right to use such data to provide, develop, personalize, and improve the products and services that it offers to its customers. AL's right in this respect shall not be affected by a termination or cancellation or expiration of this Agreement.
15. **PERSONAL DATA** 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 Data Protection Act of May 10, 2018, 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 GDPR"), and (ii) Any other future applicable legislation which might complete or replace them.(Hereinafter together "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, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Each Party acknowledges acting as a controller concerning the collection and processing of such personal data carried out for the provision of the supply and related services as provided in the Agreement. Each Party undertakes therefore to comply with all the requirements of the Data Protection Regulation which are imposed on the controller. Parties undertake to comply with this article throughout the term of this Agreement and beyond when the obligations set out in this article shall survive upon termination of this Agreement according to Data Protection Regulation and notably the obligation of security and confidentiality of the personal data. AL's personal data processing notice is available here: https://pl.airliquide.com/o-nas/materialy-informacyjne/pozostaleinformacje and is attached to the Agreement. The change of the appendix shall not constitute a change hereof and shall be effective upon its execution. Pursuant to Articles 13(1) and (2) and 14 of the RODO, AL informs that the processed personal data disclosed by the CUSTOMER based on the principles described in detail in the information clauses, available on the Administrator's website: https://pl.airliquide.com/o-nas/materialy-informacyjne/pozostale-informacje. The CUSTOMER, by authorizing anyone to act on its behalf or for its benefit, undertakes to inform such persons that, in connection with the execution of the Agreement with AL, their personal data has been transferred to another Administrator, namely AL, and to acquaint them with the information on the processing of personal data on the website: https://pl.airliquide.com/o-nas/materialy-informacyjne/pozostale-informacje.
16. **JURISDICTION** – Any disputes that may arise in relation to the Agreement which cannot be settled by way of arbitration, shall be settled exclusively by the court proper for the AL's seat.