

GENERAL PURCHASE TERMS

1. PREAMBLE

The present General Purchase Terms (hereafter referred to as "General Terms") define the terms and conditions applicable to orders, (hereafter referred to as the Order(s)), placed between Air Liquide Romania SRL (hereafter referred to as the Company) and a third party company (hereafter referred to as the Supplier), in connection with the provision of goods and/or services, as well as the price requests, sales contract and resulting subcontracting work. In the event a previous contract was signed between the Company and the Supplier, in case of conflict in the interpretation and/or in case of inconsistency with other provisions, it is hereby agreed that the present terms and conditions shall prevail.

General Terms expressed in this document refer to the attached code of conduct of the Company. The Supplier shall commit to respect to the code of conduct, and apply when it deemed necessary. The Supplier shall also apply the code of conduct on behalf of their subsidiaries, globally and/or locally comply with this code of conduct and request from their suppliers to comply as well.

2. SCOPE

The studies, the supply of products, materials, equipment, work and services (hereafter the Product(s)), are defined in the Order and the documents that may be attached thereto, including possible plans and/or specifications provided by the Company. The Products will be delivered upon signature on the delivery note or on the invoice which contains purchase order reference number with the documentation in [English] as necessary for their use, storage and maintenance, transportation.

The Products shall comply with all requirements, laws, regulations, and standards in force, as well as to any applicable provision to the Order. In particular, the Supplier together with its employees and if any, third parties, who assist the Supplier, undertakes and warrants to comply when performing the Order with any applicable labor, social security, and environmental legislation. The Supplier undertakes and warrants to compensate the Company for all the damages due to a breach of this commitment by its employees and if any, third parties, who assist the Supplier.

3. ORDER

Orders shall only be final when they have been confirmed in writing. Therefore, supplier will send the order acknowledgement/confirmation with stamp and signature after receiving the formal/written purchase order from the Company.

Acceptance of an Order shall be construed as a formal acceptance of these General Terms, as well as of all the provisions contained in the Order and undertaking by the Supplier to comply with all its provisions.

Prior to acknowledging receipt of the Order, the Supplier shall ensure acceptance of the present General Terms, and that the Supplier is actually in possession of this document. Otherwise, the Supplier shall request it from the Company. Acknowledgement of the Order shall mean acceptance by the Supplier of proper receipt of this document.

In the event of a disagreement as to the terms of the Order, the Supplier shall inform the Company thereof by indicating such disagreement on the acknowledgement of receipt by a registered mail which shall be sent within three (3) working days after issuance of the Order. All Orders for which a return receipt is not returned within three (3) working days shall be considered as accepted by the Supplier. Modifications to the terms of the Order will be notified in written with the commitment of the Parties and shall not be considered as accepted, unless the Company specifically states such acceptance in a written and prior "Amendment of the Order" sent to the Supplier.

4. PRICE

The prices mentioned in the Order are firm, definitive, and exclusive of, custom duties or other duties or fees in connection with the execution of the Agreement and due in Romania. Prices may include verification and inspection prior to packaging, packaging for Products as necessary for their proper conservation during warehousing, packaging/conditioning suitable for transportation, and transportation itself to the delivery point with the commitment of the Parties.

5. INVOICING — PAYMENT TERMS

Unless stated otherwise in the Order, the invoice shall be sent to the Company's Accounting Department. All invoices shall list the Order(s) reference number(s), all reference information for the Products, the definition and designation of the Products, the numbers and dates of the delivery notes for the Order, as well as the name of the person that placed the Order. In case of lack of above information, invoices will be returned to the Supplier as cash on delivery.

The minimum standard payment terms should be 30 (thirty) days, starting from the invoice date, except negotiated otherwise within a contract or formal agreement. The payment is subject to the Supplier fulfilling all of its contractual obligations and shall be made by means of a bank wire to the Supplier's bank account, specified on the invoice or, if not specified on the invoice, on the supplier referencing sheet filled previously signed, stamped and sent by the Supplier to Company's Procurement department.

In case the Supplier changes its bank account, it shall immediately inform the Company in writing of the new bank account details by using supplier referencing sheet which should be signed, stamped and sent to Company's Procurement department. Furthermore, in case the Supplier does not inform the Company of any change related to its bank account and the Company pays the invoiced amount to the Supplier's previous bank account, it will be considered that the Company has fulfilled its obligation to pay the related invoice.

All transfers, deductions, or assignments of debt by the Supplier to a factoring company shall be indicated to the Company in advance and in writing, otherwise the Supplier shall hold the Company harmless from any and all consequences that may arise in this regard.

In case the Supplier breaches any provision of General Terms, the Company has the right to deduct its losses and damages from the total due receivables.

6. PENALTIES

Failure to perform by the agreed-upon delivery dates shall result in late penalties without prior notice. Late penalties shall be one percent (1%) of the Order amount for the first week of delay, and two percent (2%) of the Order amount per week for the following weeks (new weeks that have commenced shall be considered as one whole week) and the accrued penalty amount will not exceed twenty percent (20%) of the total Order amount. Penalties shall not be considered as lump sum compensation for any suffered prejudice and their payment shall be without prejudice to other remedies.

7. TRANSPORTATION — DELIVERIES

The Supplier shall be solely responsible for the packaging, wrapping, and delivery of the Products. It is up to the Supplier to obtain insurance coverage for the replacement value of Products during their transportation.

Ordered Products shall be delivered with transportation paid to the address indicated on the Order. They shall be accompanied by a delivery note indicating all the information regarding the Order, the number, designation and definition of the Products delivered, the status of the Order, and all the technical and administrative documents stated in the Order and its attachments.

The date for delivery is stated on the Order. Acceptance of the Order implies the Supplier's irrevocable commitment to the contractual delivery date, which constitutes an essential clause of the Order.

The Company reserves the right to refuse all surplus deliveries related to the Order. Any returns for surplus items shall be made at the Supplier's risk and expense.

Unless special arrangements are stated in the Order, no deliveries by truck shall be received outside of the following days and times: Monday, Tuesday, Wednesday, Thursday, and Friday, from 9:00 AM to 12 noon, and from 2:00 PM to 4:00 PM.

The Supplier shall keep the Company informed of the progress of the Order in writing as soon as possible, and in particular, of any event that may compromise compliance with the contractual timetable and of any measure to minimize the consequences of a possible delay, and shall communicate to the Company the problem, its reasons and any measures taken in this written notice.

The above provisions are without prejudice to the Company's right to ask for compensation and damages as a result of an Order not being performed, or in the event of a delay in its performance.

No deliveries made prior to the date stated in the Order and/or no partial deliveries shall be accepted without the prior written approval of the Company. In the event a delivery is made in advance on the date stated on the Order, the delivery date stated on the Order shall be taken into account to calculate the issuance date of the invoice due date.

8. RECEIPT AND VERIFICATION

All deliveries shall be subject to receipt and verification procedures carried out by the Company's employees upon the initial Purchase Order. All damages or benefits related to the Products shall pass to the Company upon delivery of the Products provided that they have been handed over to an authorized employee of the Company.

The purpose of such procedures is to verify that the Products are in compliance with the Purchase Order. In the event the Products are not in compliance with the Purchase Order or delivered without any Purchase Order, the Company reserves the right to reject or refuse the Products and/or cancel the Order.

In case the Supplier shall not provide the Products in a reasonable time and shall not remedy the defects of the Products, the Company has the right to request decrease in the price of the total purchase amount.

Products that are refused or rejected shall be the subject matter of a letter by the Company indicating the quantities rejected, as well as the reasons for rejection. Products shall be returned by carriage due by the Supplier. If the Company receives the invoice of rejected products, a return invoice for an amount equals to the value of the refused or rejected Products shall

be sent to the Company by the Supplier. The Company reserves the right to have the rejected Products replaced, and this shall be indicated in the letter to the Supplier.

9. PLANS - MODELS — TOOLS

All plans, models, tools, formulas, etc. that are given to the Supplier (and/or created at the time of the Order) are and shall remain the complete and entire property of the Company and shall be returned to the Company at the Supplier's expense upon completion of the Order or at the Company's written request.

All items listed in this paragraph shall not be reproduced by the Supplier in any circumstances.

Except for the interest of the Company, use of these items by the Supplier for its own objectives and interests is strictly prohibited. In case the Supplier behaves on the contrary, it accepts, acknowledges and warrants to return to the Company any benefits obtained. All items listed in this paragraph that are not returned shall be invoiced.

In any case, plans, models, and tools belonging to the Company cannot be used for any purpose other than to perform an Order; they shall at all times be made available to the Company. Tool maintenance and refurbishing, as well as the undersigning of an appropriate insurance for damages, shall be taken out by the Supplier.

10. MODIFICATIONS

The Supplier shall make no modification to the Product without the Company's prior written acceptance of the new modified products. Modifications do not obligate/bind the Company unless it confirms the modification and officially accepts them by an amendment to the Order.

11. GUARANTEE/WARRANTY

The Supplier guarantees/warrants that the Products supplied shall be able to perform all of the specified services and functions. Otherwise, in the absence of a technical specification, they shall be fit for the use they are intended for. As part of the Product guarantee/warranty, and in case of a Product shortcoming or defect, the Supplier shall immediately take steps to replace the Product at the Company's request. Otherwise, the Supplier shall fix the Product to make it useable pursuant to the use it was intended for, without the Company incurring any expenses of any kind.

Unless otherwise specifically stipulated in the Order, Products are guaranteed by the Supplier for a period of two (2) years as of their delivery date.

12. SPARE PARTS

For a period of ten (10) years, as of the delivery date, the Supplier undertakes to provide spare parts and/or consumables related to the Product and to indicate whether the original parts are available or not. If none is available, the Supplier shall supply equivalent spare parts and carry out any necessary adaptation studies at no charge to the Company.

13. TRANSFER OF PROPERTY— TRANSFER OF RISK

The transfer of property takes place at the time of Product delivery to an authorized employee of the Company and the transfer of risk takes place upon receipt of the Products without exceptions made by the Company, as described in paragraph RECEIPT AND VERIFICATION.

14. RETENTION OF TITLE

No retention of title clause can be used against the Company. These clauses are considered as not written.

15. SUB-CONTRACTING - ASSIGNMENT

Complete sub-contracting is forbidden. The Supplier cannot partially subcontract or assign the Order without the prior written agreement of the Company. Having recourse to sub-contracting does not release the Supplier from any of its obligations to the Company.

16. LIABILITY — INSURANCE POLICIES

The Supplier is responsible for all bodily injuries, damages to property (including damages to Products), and consequential damages caused by the Products sold and shall hold the Company harmless against any legal actions that may be filed because of these damages. The Supplier undertakes to obtain insurance coverage from a first rank insurance company for coverage against all risks that it may incur or cause within the scope of the performance of its obligations, without recourse against the Company, its employees or insurers. At the Company's request, the Supplier shall give evidence of this coverage.

17. INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS

The Supplier warrants to the Company that the Products do not infringe, misappropriate or otherwise violate any patent, copyright, trademark or other intellectual property rights of a third party.

The Supplier hereby states that it holds all of the rights to use, manufacture and sell the Products that the Company will be entitled to use and resell.

The Supplier will defend the Company from any claim, demand, cause of action, liability that the Products infringe, misappropriate or otherwise violate any Intellectual Property (patent, copyright or trademark) rights of a third party. The Supplier will indemnify the Company against any liability damages or expenses which may be incurred by or on behalf of the Company as a result of the actual or alleged infringement by the Products or part thereof furnished under this Agreement of any patent or other intellectual property right arising out of the use by the Company of the Products.

In the event the Supplier's services under the Order includes studies, all of the results and industrial and/or intellectual property rights resulting from the study shall become the Company's property. Any and all technical documents, including plans lists of materials, schemas, and specifications based on the Order and prepared by the Supplier, and in general, all of the documents handed over to the Company, shall become the property of the Company, and the latter shall have the right to use them freely at its own discretion.

18. CONFIDENTIALITY

During the entire performance of the Order, and for a duration of five (5) years thereafter, the Supplier undertakes to keep strictly confidential any information, in particular, technical and commercial, that it may have received while performing the Order.

Regardless of their nature or format, all of the documents, including those downloaded from the Internet, that the Company discloses to the Supplier shall remain the Company's property. These cannot be reproduced, transmitted or revealed to any third party, totally or partially, without the Company's prior written agreement. The Supplier undertakes not to use any confidential document or information other than for purposes of performing an Order. To ensure compliance with this clause, the Supplier undertakes to take suitable steps with its employees and sub-contractors.

19. TERMINATION

The Company may terminate the Order without prejudice to any other rights or remedies in the event that:

- a) a force majeure event delays performance of an Order for more than thirty (30) days, as notified in writing within three (3) days after occurrence of the event, or
- b) the Supplier fails to fulfill or violates all or part of its contractual obligations pursuant to the Order, following the Company's formal demand sent by registered mail, effective after seven (7) working days, or
- c) the agreed-upon penalty limit for delays to the Order is exceeded.

In case of b) and c), the Company reserves the right to have the necessary work performed at the expense of the Supplier. Otherwise, the Company reserves the right to procure supplies from another supplier it chooses, and have the Supplier pay the price difference. The Supplier shall not be entitled to limit or exclude its own contractual liability based on the fact that third companies have performed part or all of the Order.

20. FORCE MAJEURE

Neither Party shall be liable for any default or delay in the performance of any or all of its obligations when such default or delay is due to any event beyond its reasonable control, including, but not limited to, any of the following events: act of God, casualty or accident, lack or failure of transportation facilities, breakdown or accident of machinery, or equipment, strike, lock-out, labor dispute, riot, war, terrorism, fire, flood, explosion, atmospheric disaster, acts of third parties except for sub-contractors, unless said sub-contractors are affected by an event of force majeure as defined in this Article, curtailment of or failure affecting each party to obtain from third parties. For avoidance of doubt, lack of funds or economic downturn shall not constitute an event of force majeure. In such a case, the Party affected by such event shall at once notify the other Party in writing within seven (7) days and take such measures as may be reasonably being required to cope with the case as quickly as possible and return to normal operation. Both Parties shall examine in common, if necessary the measures to be taken to limit its effect.

21. WAIVER

The fact that the Company or Supplier does not exercise its rights for breach of a provision of the Order shall not constitute a waiver of any right. Such failure to act on a breach cannot be interpreted as a waiver by either of the parties to exercise their rights for breach of contract if a subsequent violation of the same provision of the Order takes place.

22. APPLICABLE LAW - JURISDICTION

Due to the reason that both parties are merchant, the Orders are governed by the ICC Code of Commerce. The provisions of the laws related to the consumers' protection and provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable. Any dispute related to the interpretation or execution of Orders shall be exclusively settled by the Commercial Court of Romania