

GENERAL TERMS & CONDITIONS OF PURCHASE (GTCP) - VITALAIRE NEDERLAND BV

1. PREAMBLE

- These General Terms & Conditions of Purchase (hereinafter referred to as "GTCP") set out the terms and conditions applicable to every order (hereinafter the "Order(s)") placed between one of the companies of Air Liquide of the organization VITALAIRE NEDERLAND BV (hereinafter referred to as VITALAIRE NEDERLAND BV) and an outside company (hereinafter referred to as the "Supplier").

- These GTCP apply to each Order for supplies and/or services and to price requests, purchase contracts and subcontracted activities which result from them.

- Where no exception is made in the Order, the GTCP has priority over all the other conditions, and, over the Supplier's general terms and conditions of sale, regardless of the circumstances. However, if an agreement is signed in advance between VITALAIRE NEDERLAND BV and the Supplier, this agreement has priority.

2. DETERMINATION OF THE CONTRACTUAL SERVICES

- The studies, supplies of products, materials and equipment, the activities and the services (hereinafter referred to as the "Product(s)") are defined in the Order and any enclosed documents, such as for example the drawings and/or specifications supplied by VITALAIRE NEDERLAND BV.

- The Products must be accompanied by the documentation required for their proper use, their storage and their maintenance.

- The Products must comply with best practice and the laws, prescriptions, standards and particular provisions in force that apply to the corresponding countries for the execution of the Order. The Supplier undertakes in particular to comply with the regulations in force regarding labour, safety and environmental matters, when executing the Order.

3. ORDER

- Acceptance of each Order is deemed to be formal acceptance of these GTCP as well as all the provisions stated in the Order.

- Before confirming receipt of these GTCP, the Supplier must ensure that it really has them. If this is not the case, it must request them promptly from VITALAIRE NEDERLAND BV. By the acknowledgement of receipt of the Order, the Supplier acknowledges having received the GTCP.

- In the event of a disagreement with the terms and conditions of the Order, the Supplier must inform VITALAIRE NEDERLAND BV by stating this fact on the acknowledgement of receipt that VITALAIRE NEDERLAND BV must receive within 8 working days of dispatch of the Order.

- Any Order for which the acknowledgement of receipt has not been received within 8 working days, shall be deemed to have been accepted by the Supplier.

- Changes to the provisions of the Order, may only be considered as agreed, when they have undergone a "rectification of the Order" sent by VITALAIRE NEDERLAND BV to the Supplier.

4. PRICES

- The prices stated in the Order are fixed and final, except for value added tax.

- They include the initial check during packaging, the packaging of the Products required for their proper conservation during storage, the packaging of the Products suited to the

shipment and carriage of the Products to the place of delivery.

5. INVOICING - PAYMENT DEADLINES AND METHODS

- Unless otherwise stated in the Order, invoices must be produced in 1 copy and issued in the name of the company which are part of the organization VITALAIRE NEDERLAND BV that established the Order.

- In addition to the legal requirements, each invoice must include the following indications: the number(s) of the Order(s), the complete Product references, the Product name, the numbers and dates of the delivery notes to which they refer, and the name of the person who placed the Order. In the absence of this information, VITALAIRE NEDERLAND BV has the right to refuse the invoice and ask the Supplier to issue a new invoice.

- Invoices must be sent to VITALAIRE NEDERLAND BV 's accounts payable department;

- Invoices must be paid by bank transfer within 60 days after the date of the invoice, provided that the Supplier has met all its contractual obligations. Payment by offsetting is authorised.

- The invoice must accompany the Product or be supplied shortly after delivery of the Product.

- When the Supplier transfers or transmits its receivables or its invoices to a factoring company, he must imperatively notify this in advance to VITALAIRE NEDERLAND BV . In the opposite case, the Supplier must release VITALAIRE NEDERLAND BV from all the damaging consequences that may result.

- Except in case of a provision to the contrary, VITALAIRE NEDERLAND BV shall accept no partial invoicing. Any partial payment by VITALAIRE NEDERLAND BV does not mean in any way that VITALAIRE NEDERLAND BV accepts the delivery in question.

- If a price change has been agreed, this shall be stated on a separate invoice, to which evidence of the elements used for the calculation shall be enclosed.

- VITALAIRE NEDERLAND BV reserves the right to deduct any penalties which are applicable when paying an invoice.

6. FORCE MAJEURE

- Force majeure means any unforeseen and inevitable event, independent of the will of both parties, preventing the execution of the Order. A strike is only a case of force majeure if there is no way to remedy the delay (changing subcontractor, etc.) or to make up the lost time (overtime, etc.).

- To be taken into consideration, cases of force majeure must immediately be made known to VITALAIRE NEDERLAND BV, and confirmed in writing within 5 days, with the details and the full particulars in connection therewith and the expected duration of the event.

- The Supplier that, due to force majeure, is prevented from respecting all or some of the obligations of the Order, must take all reasonable steps to resume the execution of the contractual obligations promptly. .

7. PENALTIES

- Except in case of force majeure duly justified, non-compliance with delivery deadlines shall result in the application of a penalty, without notice. Except for particular provisions shown in the Order, late-delivery penalties amount to 2% of the total amount of the Order, including VAT, per week of delay, with any week started being due in full and without the total, including VAT, exceeding 20% of the total amount of the Order. - Penalties shall not be deemed to be fixed compensation for the harm suffered and their payment shall have no discharging effect.

8. CARRIAGE - DELIVERIES

- The Products are prepared, packaged, carried and delivered under the Supplier's entire responsibility.

- It is the Supplier's responsibility to take out at its expense insurance covering, in particular the carriage and the carried Products, these Products being insured for their replacement value.

- According to the DDP Incoterms, the Products ordered must be delivered to the address stated on the Order, for the attention of the indicated contact person. They must be accompanied by a delivery note stating the complete reference of the Order, the number and the description of the delivered Products and the status of the Order, as well as all the technical and administrative documents referred to in the Order and its annexes.

- The delivery date set is indicated in the Order. Acceptance of the Order is deemed to be an irrevocable undertaking, by the Supplier, regarding the contractual delivery date, which constitutes an essential element of the Order.

- VITALAIRE NEDERLAND BV reserves the right to refuse a delivery not included in an Order. Any return of excess goods is carried out at the Supplier's risk and expense.

- Deliveries by lorry are accepted only on the following days and times: Monday, Tuesday, Wednesday, Thursday and Friday from 8:30 to 16:30, unless otherwise stated in the Purchase Order.

- The Supplier must keep VITALAIRE NEDERLAND BV informed of the status of the Order and, in particular, of any fact that may jeopardise the contractual lead time, as well as measures taken to reduce the consequences of this possible delay to a strict minimum.

The preceding provisions are without prejudice to damages and interest and penalties that may be demanded by VITALAIRE NEDERLAND BV for the non-execution or delayed execution of the Order.

- Except for particular instructions from VITALAIRE NEDERLAND BV, Products cannot be dispatched without a shipment order from VITALAIRE NEDERLAND BV.

- Deliveries in advance of the date set out in the Order and/or partial deliveries cannot be accepted without VITALAIRE NEDERLAND BV's previous agreement. Where the delivery is made too early in comparison with the provisions of the Order and in the absence of a previous agreement with VITALAIRE NEDERLAND BV, only the delivery date indicated on the Purchase Order is taken into account for the calculation of the invoice due date.

9. TAKING DELIVERY

- All deliveries undergo a certain number of reception actions by VITALAIRE NEDERLAND BV's services. On delivery, the correspondence between the Products and the Order is checked. If the Products do not correspond to the Order, VITALAIRE NEDERLAND BV reserves the right to refuse or to reject the Products and/or to cancel the Order.

- All Products delivered without a Purchase Order are refused, except in the event of an emergency.

- When Products are refused or rejected, VITALAIRE NEDERLAND BV sends a letter, necessarily stating the quantity of refused or rejected Products, as well as the reason for the refusal or rejection. These Products are sent back to the Supplier at its expense, unless the latter requests to collect them itself. A credit note for an amount equal to the value of the refused or rejected Products must then be sent to VITALAIRE NEDERLAND BV.

- VITALAIRE NEDERLAND BV reserves the right to

replace, or otherwise, refused or rejected Products; this is stated in the letter sent to the Supplier.

10 DRAWINGS- MODELS- TOOLING

- The drawings, models, tools, formulae, etc... entrusted to the Supplier (and/or enclosed with the Order) are and remain owned by VITALAIRE NEDERLAND BV in full and must be returned to VITALAIRE NEDERLAND BV, at the Supplier's expense, after the execution of the Order or on simple request in writing from VITALAIRE NEDERLAND BV. In all cases, VITALAIRE NEDERLAND BV's drawings, models and tools may be used only for the execution of its Orders; they must be able to be made available to it at any time.

- The Supplier is responsible for the maintenance and repair of the tools, as well as for taking out insurance covering any damage to which they may be exposed.

11. MODIFICATIONS

- The Product may not undergo any modification without acceptance in writing of the new, modified Products from VITALAIRE NEDERLAND BV.

- Any modification shall only bind VITALAIRE NEDERLAND BV when it confirms the modification and formalises it in an appendix to the Order.

12. GUARANTEE

- The Supplier guarantees that the Products delivered can provide all the specified services and functions or, in the absence of specifications, that they are suitable for use.

- Except for provisions to the contrary in the Order, Products are guaranteed by the Supplier for a period of three (3) years, as of their delivery.

- The Supplier guarantees that the Products are free of errors of design, construction and materials. It certifies that the Products delivered are new and comply with the specifications of the Order. The Supplier also guarantees the proper performance of its services.

13. INTERVENTION ON SITE

- Any intervention on any Air Liquide site shall be carried out by competent persons, in accordance with the regulations in force (e.g. VCA, ATEX and respect the conditions of ISO 14001 or comparable environmental management system) and the Air Liquide rules (f.i Life Savings Rules), unless otherwise stated in writing by VITALAIRE NEDERLAND BV .

- In the event of on-site intervention, the Supplier must comply with the legal and regulatory prescriptions applicable on the date and at the place of the establishment indicated in the Order, as well as the general and specific provisions with regard to discipline, control and safety applied to the site. It must accordingly, ensure that the persons designated by it and/or the persons that work for it comply strictly and follow the instructions and indications given before and during the work, in particular by the work authorisations.

- The Supplier shall carefully read the Air Liquide " [General Safety, Health and Environment Guidelines](#)" and on yearly basis complete, sign and upload in the application [eSafety](#) the "Statement of Approval". In case of issues in uploading please contact the Procurement or the SHEQ department.

- Should the provisions, instructions or indications not be followed, the Supplier exposes itself, notwithstanding the possible damage, to the members of the personnel working on the site being excluded, at VITALAIRE NEDERLAND BV 's initiative, without the Supplier being able to claim damages and interest from VITALAIRE NEDERLAND BV for this fact.

- Neither any control by VITALAIRE NEDERLAND BV 's employees, nor instructions aimed at guaranteeing the safety or normal course of the work or installation, release the Supplier from its responsibility. The Supplier is responsible for all the actions of the persons designated by it (and/or persons working on its behalf), as well as any risks linked to the materials made available by the Supplier for the work.

14. SPARE PARTS

- These GTCP are applicable in full to any later Order for spare parts, linked to the Order of the main Product.

- Unless otherwise specified in the Order, the Supplier undertakes to deliver the spare parts and/or consumables for the Product, for a period of 10 years as of the delivery date, and, if the original spare parts are no longer available, to indicate what the comparable parts are and how they may be obtained.

15. OWNERSHIP TRANSFER - TRANSFER OF THE RISK

- The transfer of ownership is made on delivery of the Product and the transfer of the risk on reception without reservation of the Products by VITALAIRE NEDERLAND BV , as described in the TAKING DELIVERY section.

16. RETENTION OF TITLE

- Any retention of title clause not expressly accepted by VITALAIRE NEDERLAND BV is deemed unwritten.

17. SUBCONTRACTING - TRANSFER

- The Supplier may not – even partially - subcontract the Order nor transfer it to a third party without VITALAIRE

NEDERLAND BV 's previous authorisation in writing. Subcontracting does not release the Supplier from its obligations with respect to VITALAIRE NEDERLAND BV.

- Once VITALAIRE NEDERLAND BV 's authorisation has been obtained, the Supplier must inform the subcontractor of all the safety instructions applicable to the Order.

- The Supplier must assume responsibility for the work carried out by the subcontractor and must ensure that the latter complies with all the conditions of the Order. The Supplier represents the subcontractor and imposes its own obligations on it. The Supplier indemnifies VITALAIRE NEDERLAND BV against any remedy by the subcontractor against VITALAIRE NEDERLAND BV .

18. LIABILITY - INSURANCE

- The Supplier is liable for all damages and/or losses, whether direct and/or indirect, sustained by VITALAIRE NEDERLAND BV and resulting from its act or fault and/or that of its employees, agents or subcontractors and indemnifies VITALAIRE NEDERLAND BV against any action which could be taken against it following this loss.

- The Supplier undertakes to take out insurance, from a company widely-known to be solvent, that covers it against all the risks to which it is exposed within the context of the performance of its obligations, without action for recovery against Air Liquide, its personnel and/or its insurers. The Supplier must submit the corresponding documentary proof, at any time, if requested by VITALAIRE NEDERLAND BV.

19. INDUSTRIAL OR INTELLECTUAL PROPERTY

- The Supplier guarantees to VITALAIRE NEDERLAND BV that the Products are not counterfeit nor infringe third parties' intellectual or industrial property rights.

- The Supplier states that it has all rights to use, manufacture and sell the Products and that VITALAIRE NEDERLAND BV has the right to use and resell the Products.

- It undertakes to indemnify both VITALAIRE NEDERLAND BV and its customers, following the execution of the Order or the use of the Product, against any complaint, action or opposition by a third-party invoking any intellectual or industrial property right, and to compensate VITALAIRE NEDERLAND BV and/or its customers for the expenses and damages and interest that may, accordingly, be imposed on them in one way or another. - If the Supplier's services set out in the Order include studies, all the results and industrial and/or intellectual property rights that arise from them, belong to VITALAIRE NEDERLAND BV .

- All types of technical documents, such as plans, lists of materials, sketches and specifications resulting from the Order and prepared by the Supplier, and generally all the documents transmitted to VITALAIRE NEDERLAND BV , become VITALAIRE NEDERLAND BV 's property, that is entitled to use them as it sees fit.

20. RECORDS RETENTION AND SITE INSPECTION.

- Supplier agrees to maintain, in accordance with generally accepted accounting principles and practices, such records as may be necessary to adequately reflect the accuracy of Supplier's charges and invoices under the Order, and to maintain such other additional records VITALAIRE NEDERLAND BV may from time to time reasonably require. Supplier shall preserve such records for a minimum period of three (3) years from the date of last payment by VITALAIRE NEDERLAND BV.

- Upon notice from VITALAIRE NEDERLAND BV, Supplier shall provide VITALAIRE NEDERLAND BV, its agents

and any of its accountants and auditors (collectively, the "Auditors") with access to its site and to any information that they may require for purposes of auditing Supplier's compliance with the Order.

21. CONFIDENTIALITY

- The Supplier undertakes to keep confidential, both during the execution of the Order and for the 5 subsequent years, all information of whatever kind, and in particular all technical and commercial information, about which it could have become aware due to the execution of the Order.
- All the documents transmitted by VITALAIRE NEDERLAND BV to the Supplier, whatever their medium or their nature, including the internet, remain VITALAIRE NEDERLAND BV 's property. They may not be reproduced, either in full or in part, or transferred to third parties, or broadcast without VITALAIRE NEDERLAND BV 's previous written authorisation.
- The Supplier undertakes to use all the confidential documents or information for the execution of the Order only.
- This confidentiality undertaking also applies if the Order is not notified or has been refused.
- The Supplier undertakes to take the necessary measures against its personnel and its subcontractors, to guarantee observance of this clause.

22. ACCREDITATION

- The Supplier shall ensure that its plant and/or workshop, the welding procedures, the welders and the materials, the control procedures and everything that is necessary for the execution of the Order, are accredited at its expense by a competent person. It must also guarantee that this clause also applies to any subcontractors. A certificate may constitute an element of evidence.

23. CANCELLATION

- Where the Products are intended to be sold or produced within the context of a contract between VITALAIRE NEDERLAND BV and a customer, the termination of this contract results in the cancellation of the Order, without any compensation for the Supplier other than that laid down in the contract binding VITALAIRE NEDERLAND BV and its customer.
- Where the Order is not executed, in all or in part, by the Supplier, VITALAIRE NEDERLAND BV is entitled, without prejudice to its rights regarding damages and interest and after formal notice:
 - o either to have the work carried out by another company at the Supplier's expense, or to acquire the Products from another company of its choice, with, in this case, the additional cost being borne by the Supplier. The Supplier may not give the reason of the intervention of another company to limit or to exclude its liability linked to the contractual guarantees.
 - o or to cancel the Order automatically, by registered letter with acknowledgement of receipt, if the formal notice has remained without effect, and to demand the reimbursement of the amounts already paid in advance.
- VITALAIRE NEDERLAND BV may in addition cancel the Order in the event of legal or transactional liquidation proceedings, judicial administration and/or bankruptcy of the Supplier, and if the administrator or the receiver does not make his answer known within one month, where he has been requested to take a decision regarding the continuation or otherwise of the contract.
- Without prejudice to its rights to damages and interest, VITALAIRE NEDERLAND BV may cancel the Order if a force majeure event occurs delaying the execution of the Order by

more than 30 days.

24. DATA PROTECTION

- 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 Belgian law related to data protection, 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").
- Supplier undertakes to comply with its obligations under the Data Protection Regulation.
- Supplier guarantees to VITALAIRE NEDERLAND BV that it complies with the Data Protection Regulation, in particular in terms of personal data security and confidentiality.
- Supplier undertakes 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.
- To perform the Order, Supplier may collect and process personal data relating to VITALAIRE NEDERLAND BV' employees and/or clients, or any other categories of data subjects relevant for the performance of the Order.
- Supplier acknowledges acting as a controller concerning the collection and processing of such personal data carried out for the provision of the Order. Supplier undertakes therefore to comply with all the requirements of the Data Protection Regulation which are imposed on the controller.
- Supplier undertake to comply with this article throughout the term of the Order and beyond when the obligations set out in this article shall survive upon termination of this Order according to Data Protection Regulation and notably the obligation of security and confidentiality of the personal data.

25. SUPPLY AND USE OF HAZARDOUS CHEMICALS OR ARTICLES CONTAINING THEM

- Supplier undertakes to ensure that Products and articles as defined in REACH (hereinafter "Articles") supplied or used in connection with the Order are in conformity with the provisions of the REACH regulation (Regulation (EC) No 1907/2006 of the European Parliament and of the Council, hereafter "REACH") as well as provisions of the Waste Framework Directive (Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste, hereafter "WFD") and to send VITALAIRE NEDERLAND BV proof thereof.

- For Products supplied to VITALAIRE NEDERLAND BV pure or in a mixture, the Supplier undertakes, in accordance with article 31 of REACH, to provide VITALAIRE NEDERLAND BV with the safety data sheet (SDS) and inform VITALAIRE NEDERLAND BV about the presence of Substances of Very High Concern (SVHC), as listed in the most recent "Candidate List" as established under REACH art 59(1) and communicate all the necessary information according to article 33(2), including name, numerical identifiers, such as EINECS number and CAS number, concentration of the SVHC substance and instructions for safe use. This applies no later than one (1) month after publication by the European Chemicals Agency (ECHA) of the inclusion of the substance concerned in the Candidate List.

- For Products subject to Restriction as defined under REACH, the Supplier will indicate the covered uses for which the supply is intended and propose an alternative product to VITALAIRE NEDERLAND BV in writing within three (3) months. VITALAIRE NEDERLAND BV may accept or refuse it. If no alternative product is proposed by the Supplier and/or approved by the VITALAIRE NEDERLAND BV, VITALAIRE NEDERLAND BV may cancel the Order without incurring any cost or liability.

- For Articles, either the Supplier shall certify to VITALAIRE NEDERLAND BV that no article or parts thereof which are joined or assembled together, that are covered by the Order, contain above a concentration of 0.1% weight by weight any substances included on the list of Substances of Very High Concern (SVHC) as established under REACH art 59(1) or the Supplier shall name the SVHC concerned and all the relevant information, including its location and integration, concentration expressed in w/w % and safe use information and shall justify its presence.

- For Articles, Supplier will also indicate to VITALAIRE NEDERLAND BV if, according to Article 9(1)(i) of the WFD, the Article has been notified to the SCIP database. If so, he will communicate to VITALAIRE NEDERLAND BV at least the mandatory information elements that allow the identification of the (concerned) Article as such or in a complex object, the identification of the Candidate List substance present in the concerned Article and the safe use of the Article. Such detailed mandatory information refers to Section 3 of ECHA guidance "Detailed information requirements for the SCIP database, September 2019" and includes:

- Article name
- Primary Article Identifier;: European Article Number (EAN); Global Trade Item Number (GTIN); Universal Product Code (GPC); Catalogue number; ECHA Article ID, part number
- Article category
- Production in European Union (Y/N)
- Safe use instruction(s)
- Linked article - link to an existing article or a complex object
- Candidate List version
- Candidate List Substance
- concentration range, referring to limits set out in Annex III of the Waste Framework Directive

- material category
- mixture category
- For Articles Supplier will also provide the alphanumeric SCIP identifier he has received from ECHA after SCIP notification.
- The above provisions apply no later than one (1) month after publication by the European Chemicals Agency (ECHA) of the inclusion of the substance concerned in the Candidate List.

26. SUPPLIERS' CODE OF CONDUCT

The Supplier's Code of Conduct aims to promote and enforce practices relating to human rights, ethics, the protection of the environment and safety. Air Liquide expects each of its suppliers to respect the Group's ethical principles and to ensure that this Code of Conduct is

respected by all their employees and subcontractors: <https://www.airliquide.com/group/sustainable-procurement>.

27. APPLICABLE LAW - JURISDICTION

- The applicable law is the law of the VITALAIRE NEDERLAND BV company which has signed the Order. Therefore only Belgian, Dutch or Luxembourg law shall apply to any Order concluded between VITALAIRE NEDERLAND BV and the Supplier.
- Any dispute that arise between VITALAIRE NEDERLAND BV and the Supplier that cannot be resolved by mutual consultation, will be submitted to the court with jurisdiction, depending on the nature of the dispute:
 - in Brussels (Belgium), if Belgian law applies;
 - in 's-Hertogenbosch (the Netherlands), if Dutch law applies;
 - in Luxembourg, if Luxembourg law applies.
- VITALAIRE NEDERLAND BV and the Supplier may agree on a different form of dispute resolution, such as arbitration or mediation.