



# General terms and conditions of Linde GmbH, Gases Division (hereinafter referred to as "Linde")

## 1 Conditions applicable to all types of delivery and services

### 1.1 Scope

1.1.1 Unless individually agreed otherwise, goods and services are provided by Linde solely on the basis of the following General Terms and Conditions ("GTC").

1.1.2 The validity of any general terms and conditions (in particular, conditions of purchase) of the Customer is hereby expressly rejected, irrespective of whether these are part of the scope of orders, order confirmations, specifications or similar documents. The Customer waives all other rights which would enable it to invoke these terms and conditions.

1.1.3 This document, together with all other documents agreed between Linde and the Customer, constitutes the undivided and sole agreement between the Parties with respect to the delivery of goods and/or services by Linde to the Customer. This version of the General Terms and Conditions replaces all previous versions that have been made known to the Customer by Linde.

1.1.4 Within the meaning of the following provisions, a Consumer shall be considered any natural person who enters into a legal transaction for the purposes which cannot be attributable primarily to its commercial or independent professional activity ("Consumer").

1.1.5 An Entrepreneur is any natural or legal person or a partnership with legal capacity who or which, when entering into his or its legal transaction, acts in exercise of his or its trade, business or profession ("Entrepreneur").

### 1.2 Quotations/Conclusion of contract

Quotations by Linde are subject to confirmation. A contract shall only be concluded if Linde accepts the Customer's order by means of an order confirmation in text form (incl. e-mail, fax) or by delivery.

### 1.3 Prices/Price variations

1.3.1 Unless individually agreed otherwise, all prices and conditions are based on the Linde Price and Condition List in force at the time of supply and exclude VAT and any other statutory taxes and duties.

1.3.2 Linde shall be entitled to adjust the prices to take account of cost changes; in particular, these include changes in costs relating to energy, fuel or raw materials, transport (including tolls), emissions trading systems (e.g. BEHG), environmental regulations, legal safety regulations, network shutdown/conversion and product shortages.

1.3.3 Linde shall also be entitled to charge costs and expenses for the installation/assembly, de-installation/dismantling and commissioning of the containers, trailers, pallets and storage tanks (including any software and hardware) on the Customer's premises, including all related services.

1.3.4 Linde buys some gases from other suppliers ("gases from third-party producers"). Linde may adjust the price of gases from third-party producers if its suppliers change the price that they charge Linde.

### 1.4 Payment terms/Invoices/Account statements

1.4.1 Payments are due immediately, unless a separate due date is shown on the invoice. Prompt payment means that the payment must be received by Linde by the appointed date.

1.4.2 Linde shall be entitled, without prejudice to any further claims, to suspend further delivery in the event of payment arrears until all due claims from the business relationship have been settled. In the event of payment arrears, Linde shall be entitled to charge default interest to the amount stipulated by law as well as reminder fees. If the Customer continues not to pay for goods or services even after being served appropriate payment reminders, Linde shall be entitled to terminate the contract without notice. At this point, all outstanding amounts as well as accrued interest and all costs incurred by Linde in connection with the termination of the contract and the return of all containers and installations shall be due immediately.

1.4.3 Linde shall be entitled, in particular in the event of a one-time delay in payment by the Customer, to make further deliveries only against advance payment.

1.4.4 The Customer may only offset payments against any money owed by Linde if its claims are undisputed or legally valid.

1.4.5 Linde shall be entitled to offset with and against due and non-due, even future claims which Linde or a company in which it holds a direct or indirect stake of at least 50 % has against the Customer or which the Customer has against one of the designated companies. If necessary, the Customer will receive information on the status of these stakes on request.

1.4.6 The Customer agrees to receive invoices electronically. Electronic invoices shall be sent to the Customer by e-mail in a PDF format or shall be made available in the SAP system by agreement.

1.4.7 The Customer must check that invoices and container account statements are correct. Objections must be raised with Linde within 14 days of receipt of the invoice/statement, otherwise the prices and stocks shown will be deemed to have been accepted by the Customer. The invoice or container account statement shall act as a balance confirmation. Linde shall indicate this deadline expiration effect to the Customer in the invoice or in the container account statement.

1.4.8 Checks and bills of exchange shall not be accepted as means of payment.

### 1.5 Delivery

1.5.1 Unless expressly agreed otherwise, delivery shall be made EXW to the respective delivery point by Linde or the Linde sales partner (Incoterms® 2020).

1.5.2 For delivery to North Sea and Baltic Sea islands, a surcharge of EUR 70 per delivery shall be levied, unless otherwise contractually agreed.

1.5.3 Insofar as Linde, in addition to its contractual and legal obligations, assists with loading or unloading, transportation or connection of the products, this is just a courtesy and no liability shall be assumed. The Customer shall indemnify Linde from all claims in this respect.

1.5.4 Unless expressly agreed otherwise, all delivery dates are provided for planning purposes only and are not binding.

1.5.5 If delivery planning is carried out via remote data transmission or automatic delivery by pre-scheduled tour, the Customer must inform Linde at the earliest opportunity about any planned future events that could change the normal delivery quantities or patterns (for example, additional shifts, factory holidays, etc.).

1.5.6 The Customer shall also be responsible for ensuring that the power supply to and telephone services of the Linde telemetry system are functional, including in the case of automatic delivery via route planning or scheduling via remote data transmission from a Linde telemetry system. In the event that this system fails, the Customer shall be responsible for monitoring the inventory and order notification for product deliveries.

1.5.7 The start of the delivery period given by Linde shall require all technical questions to have been clarified. Compliance with the delivery period shall also require the fulfillment of all obligations of the Customer. Linde shall be entitled to make partial deliveries. Linde shall also be entitled to have another company meet its delivery obligation.

1.5.8 Subject to the following Clause 1.5.9, the delivery/collection note from Linde shall be conclusive evidence of delivery and the quantity of the goods supplied.

1.5.9 Linde shall not be responsible for delivery defects unless Linde has been informed of this in text form (including e-mail, fax) without undue delay, at the latest within five working days of receipt of the delivery by the Customer. This exclusion of liability shall not apply if the Customer proves that it was not possible or reasonable to notify Linde within this time period and that such notification was given as soon as was practicable and in any event within five working days after the Customer became aware or could reasonably be expected to have become aware of the claim. If a formal acceptance test for deliveries has been agreed in the contract, this Clause 1.5.9 shall not apply to such deliveries and the Customer shall be deemed to have accepted such delivery upon successful completion of the acceptance test. This provision in Clause 1.5.9. shall not apply if the Customer is a Consumer.

1.5.10 If Linde has been notified of any deficiencies, losses, damages or other discrepancies in the deliveries in accordance with Clause 1.5.9, Linde may, at its own discretion, remedy the deficiencies, losses, damages or discrepancies by making subsequent deliveries free of charge or by reimbursing the costs or by granting an appropriate price reduction for the delivery.

1.5.11 If full delivery cannot be made due to the Customer's act or omission, such deliveries shall be deemed to have been delivered and Linde may charge for abortive journeys or partial deliveries and for storage of goods until delivered.

1.5.12 If full collection cannot be made due to the Customer's act or omission, Linde may charge for unnecessary journeys or part collection.

1.5.13 For the delivery of gases, the volume specification "m<sup>3</sup>" refers to a gas condition of 15° Celsius and 1 bar. With the delivery of dry ice, the dispatch weight from the production plant shall be decisive and binding. Any losses due to transportation and/or cutting shall be borne by the Customer. A specific size of individual dry ice blocks cannot be guaranteed.

## 1.6 Warranty rights

1.6.1 Unless otherwise agreed, Linde shall deliver goods of merchantable quality which comply with the respective production specifications.

1.6.2 If the Customer is not a Consumer: The goods are in conformity with the contract if they do not deviate or deviate only insignificantly from the agreed specification at the time of the passing of risk. All further warranties and assurances concerning the quality, condition or the conventional or agreed use are excluded to the extent permitted by law.

1.6.3 If the Customer is not a Consumer, claims for defects shall become statute-barred 12 months after the passing of risk. For Customers who are Consumers, the statutory warranty periods of

Section 475e (3) of the German Civil Code (BGB) shall generally apply. If gases delivered in a defect-free condition exhibit a regular stability of a period shorter than the limitation period for defect rights, Linde shall, in deviation from sentences 1 and 2 of this Clause, only provide a warranty for the period of regular stability of the gas.

1.6.4 If the above provisions of this section 1.6 restrict the statutory warranty rights, they shall not be applied if Linde has maliciously concealed the defect or has given a guarantee of quality.

1.6.5 The Customer shall only have a right of recourse against Linde under Section 445a of the German Civil Code if the Customer has not admitted contractually to its buyer any warranty rights above and beyond the statutory warranty rights.

1.6.6 The Customer's right to make damage claims resulting from defects in the delivery and service shall be subject to the restrictions in the following Clause 1.7.

1.6.7 Linde does not warrant that the delivered goods are suitable for the Customer's intended use or process.

1.6.8 In addition to Clause 1.6.1, the following shall apply to Customers who are not Consumers: insofar as the goods are used equipment, any rights relating to defects shall be excluded.

## 1.7 Damage claims

1.7.1 The liability of Linde – irrespective of the legal ground – shall be limited to damages which Linde or its vicarious agents have caused intentionally, through gross negligence or through the slightly negligent breach of obligations essential for the performance of the contractual purpose. The essential obligations for the fulfillment of the purpose of the contract shall be obligations which, if breached, would endanger the purpose of the contract, and whose fulfillment the Customer can rely on.

1.7.2 In cases of gross negligence or a slightly negligent breach of essential obligations for the fulfillment of the contractual purpose, the liability of Linde shall be limited to the foreseeable, typically occurring damage. Liability for consequential damages and financial losses as well as for lost profits shall not be included in the foreseeable, typically occurring damage. The limitation of liability according to sentence 1 for gross negligence and according to sentence 2 shall not apply if the Customer is a Consumer.

1.7.3 The occurrence of the delay in delivery shall be determined in accordance with the statutory provisions. For the occurrence of the delay in delivery, a prior reminder by the Customer is required in any case. If Linde is in delay of delivery, the Customer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 1 % of the net delivery value for each completed calendar week of the delay, but in total not more than 5 % of the delivery value of the delayed goods. Linde reserves the right to prove that the Customer has not suffered any damage at all or that the damage is significantly less than the aforementioned lump sum. Any further liability for delayed delivery is excluded. Clause 1.7.3 shall not apply if the Customer is a Consumer.

1.7.4 Any further liability for damages than specified in 1.7.1, 1.7.2 and 1.7.3 shall be excluded – irrespective of the legal ground.

1.7.5 Damage claims due to the Product Liability Act, due to the absence of a guarantee of quality and due to injury to life, body or health or due to other mandatory statutory provisions shall remain unaffected.

1.7.6 Any change in the burden of proof to the detriment of Linde shall not be linked to the above provision.

## 1.8 Force majeure

1.8.1 All events of force majeure shall exempt Linde from the contractual obligations for the duration and extent of their effects.

Events of force majeure are all events that prevent Linde from fulfilling its contractual obligations in whole or in part and which are beyond the control of Linde. Events of force majeure are in particular war, unrest, mobilization, natural disasters, fire, explosion, lightning strike, epidemics, pandemics, orders from higher authorities, strike/lock-out, disturbances in the supply of energy or raw materials, embargoes, machine damage that is not due to improper maintenance, shortage of resources, cyberattacks, as well as operational, traffic or transport faults.

1.8.2 Clause 1.8.1 shall also apply if subcontractors are affected by such circumstances.

1.8.3 Where one or more force majeure events have occurred during the term of the contract, Linde shall be entitled to extend the term of the contract for a period equal to the cumulative number of days during which force majeure occurred during the original term of the contract.

1.8.4 If Linde is unable to supply the Customer with a product from the normal supplier source due to force majeure, Linde shall be entitled to supply the Customer via another source. The Customer may be invoiced for any additional justified costs, unless the Customer notifies Linde in text form (including e-mail, fax) that the product is not required during the period of force majeure.

1.8.5 If Linde is unable to supply the product, the Customer may use Linde bulk storage containers for handling equivalent gas obtained from another source until Linde can resume supply, provided that the Customer notifies Linde in text form (incl. e-mail, fax) in advance and Linde consents to this in text form (incl. e-mail, fax). Linde shall have no liability whatever in relation to any such supply and the Customer shall indemnify Linde against all claims, costs, expenses or liabilities resulting from such supply and use.

1.8.6 If, due to mandatory regulatory requirements (in particular for medicinal products, medical devices, food), a re-qualification of the storage tank by Linde is necessary after supply by a third party, the Customer shall reimburse Linde for all costs incurred in this respect. Furthermore, the Customer shall release Linde from any delivery obligations for the period of such re-qualification. Prior to such successful re-qualification and release of the storage tank in writing, the use of the storage tank for Linde gases is not permissible.

## **1.9 Retention of ownership**

1.9.1 The delivered goods shall remain the property of Linde until the respective claim from the respective contractual relationship has been paid in full. If the delivered goods are mixed or combined with other goods, Linde shall acquire co-ownership of the new item at a proportion equal to the value of the goods delivered by Linde in relation to the value of the new item. The same shall apply in the case of processing of the delivered goods during the production of the new item. If the Customer violates the contract and especially if it defaults on payment, Linde is entitled to set an appropriate deadline and to take back the goods if this expires without result. If Linde takes back the goods this is not regarded as withdrawal from the contract unless the Customer is the Consumer.

1.9.2 The Customer is not allowed to pledge the goods in which ownership is retained or to offer them as security.

1.9.3 In the event of any attachment, confiscation or any other impairment by third parties of goods supplied by Linde with retention of ownership or any systems or objects provided by Linde to the Customer on a rental basis, Linde must be informed immediately so that it can take action under Section 771 of the Code of Civil Procedure. If the third party is unable to reimburse Linde for the court and out-of-court costs of an action under Section 771 Code of Civil Procedure, the Customer shall be liable for the loss suffered by Linde.

1.9.4 Linde retains all intellectual property rights in its drawings, specifications, data and all other information and documents prepared by Linde for the Customer in whatever medium.

## **1.10 Supply of other gas products**

If, during the course of the contract, the Customer wishes to replace the gases to be delivered under the contract by other gases, gas mixtures or other forms of supply, Linde shall, as far as is possible and reasonable, undertake to supply the Customer with these gases, gas mixtures or other forms of supply at the relevant market prices.

## **1.11 Regulations/Technical advice and training/Safety regulations**

1.11.1 When the gases are delivered, the Customer must comply with all of the regulations relating to the handling of gases, especially the provisions relating to health and safety at work and accident prevention, the provisions of food and drugs legislation including the corresponding implementation provisions and state-of-the-art technology. The delivery points shall keep corresponding information material at hand.

1.11.2 Technical advice or training provided by Linde to the Customer shall be prepared and carried out in good faith and in accordance with the prevailing laws on the day of preparation on the basis of the information provided by the Customer to Linde. Linde accepts no responsibility for subsequent changes in law which may affect technical advice or training, nor for any loss or damage incurred or suffered by the Customer arising out of a failure by the Customer to disclose facts or circumstances necessary for the preparation of technical advice or training.

1.11.3 In cases where Linde comes to the conclusion that the delivery of goods and services to the Customer would be unsafe, Linde may suspend its obligation to deliver goods and services under this contract until the Customer rectifies the safety issue.

## **1.12 Batch traceability/Proof of use/Entitlement for purchase**

1.12.1 If the Customer does not use the gases itself, it undertakes, for gases which are covered by compulsory batch traceability under the law (such as medical gases or food gases, for example), to document the use of the gases with the complete batch number per cylinder or container, to keep the proofs of use with the complete batch number per cylinder or container and to hand these over to Linde immediately when asked to do so.

1.12.2 If proof of use or entitlement to purchase is required by law, Linde shall be entitled to request such proof of use or entitlement to purchase from the Customer at any time and to refuse delivery until such proof is provided.

## **1.13 Written or text form/Dismissal**

All amendments and supplements to this contract shall require text form (incl. e-mail, fax) to be effective. The dismissal of the contract by an Entrepreneur or Linde shall require written form according to Section 126 of the German Civil Code. Dismissal of the contract by a Consumer shall require text form (incl. e-mail, fax).

## **1.14 Data protection**

Information on the processing of personal data can be found in Linde's data protection declaration.

[www.linde-gas.de/shop/de/de-ig/Datenschutz](http://www.linde-gas.de/shop/de/de-ig/Datenschutz)

## **1.15 Confidentiality**

The contractual partners are obliged to maintain silence as regards the content of this contract and all commercial (in particular terms and

ancillary terms) and technical details related thereto and to refrain from passing on information of this nature to third parties.

### 1.16 Prohibition of transfer/Legal successor

1.16.1 The Customer is not entitled to transfer or assign to third parties any rights or liabilities arising from the contractual relationship. Clause 1.16.1 shall not apply if the Customer is a Consumer.

1.16.2 The rights and obligations arising from the contractual relationship shall pass to the legal successors of the contractual partners in each case. The Customer is obliged to inform Linde voluntarily and without delay of any changes, especially changes in the legal form or name of the company.

### 1.17 Invalidity

If any provision of this contract or any provision included in it later is or becomes null or invalid in whole or in part or if there is any omission in this contract, this shall not affect the validity of the other provisions.

### 1.18 Guarantees

Guarantees may only be provided by executive bodies or authorized agents of Linde.

### 1.19 Legal venue/Applicable law/Consumer dispute settlement/ Translation

1.19.1 The legal venue shall be Munich or the Customer's registered address, as Linde chooses, if the Customer is a registered trade, a legal entity under public law or a special asset under public law.

1.19.2 The law of the Federal Republic of Germany shall apply, excluding the United Nations Agreement on contracts covering the international sale of goods (UN Purchase Law).

1.19.3 The European Commission provides an online dispute resolution platform, which can be found at <https://ec.europa.eu/consumers/odr>. Linde prefers to clarify the concerns of its Customers in direct consultation with them and therefore does not participate in consumer arbitration procedures. Please contact Linde directly if you have any questions or problems. The responsible consumer arbitration board is: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de). However, Linde declares that it is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

1.19.4 In the event of any deviations between the German version of these General Terms and Conditions and an English translation, the German version shall prevail.

### 1.20 Amendments to the General Terms and Conditions

1.20.1 Linde shall be entitled to unilaterally amend these General Terms and Conditions for important reasons, such as due to new technical developments, changes in the case law or laws or other equivalent reasons. Linde shall inform Customers of any changes in text form (including e-mail, fax), stating the content of the amended provisions. It shall form part of the contract if the Customer does not object to its inclusion in the contractual relationship with Linde in text form (incl. e-mail, fax) within six weeks after the notification of the amendment has been sent.

1.20.2 The objection to the inclusion of the amended General Terms and Conditions does not constitute a termination by the Customer with regard to the underlying contractual relationship. Linde has the right to terminate the contractual relationship in the event of a Customer objection.

## 2 Special regulations for the provision of transportable containers, trailers and pallets

### 2.1 Payment of rental

2.1.1 Containers, trailers and pallets that Linde provides to the Customer are rented exclusively and not sold. The Customer's signature on the delivery note is also an acknowledgment of the conclusion of the lease agreement for the containers, trailers and pallets. The containers, trailers and pallets are only provided to the Customer for the removal of the gas filling supplied by Linde. Any other use is strictly forbidden for safety reasons in particular. Subject to clause 2.1.2, they may not be passed on to third parties or refilled by any supplier other than by Linde.

2.1.2 If by arrangement with the Customer, gas, Linde containers, equipment or services are supplied to any person who is not a party to this contract, the Customer shall ensure that such person agrees to be bound by the terms of this contract as though a party to this contract. If the Customer fails to do so or the contractual obligations are not met by this person, the Customer shall indemnify Linde from all consequences (including any claims that such person could make if such person were a contractual partner).

2.1.3 The initial amount of the rental charges (excluding long-term rental, cylinder stand charges and other rental arrangements) is based on the rates applicable at the time of handover, which are displayed at Linde's delivery points or can be viewed in the webshop ([www.lindegas.de/shop/de/de-ig/gase-kaufen](http://www.lindegas.de/shop/de/de-ig/gase-kaufen)). The Customer must return the containers, trailers and pallets provided for rental to the Linde delivery point during normal opening hours at its own expense and risk. Containers, trailers and pallets which the Customer keeps for longer than three months will, in addition, be subject to a long-term rental charge. This is increased by an additional cylinder stand fee if the Customer has the containers, trailers and pallets in its possession for more than six months. All rental relationships end at the latest with the return of the containers, trailers and pallets or the payment of the replacement value or compensation for loss. Linde is entitled to charge the Customer for the costs of the replacement of the containers and pallets in accordance with clause 2.2.3 if the Customer does not return the containers and pallets to Linde or a Linde delivery point at the end of the rental term, at the latest 24 months after receipt. From the time of termination of the rental relationship, the rent shall be based on the currently applicable rates, which are displayed at Linde's delivery points or can be viewed in the webshop ([www.linde-gas.de/shop/de/de-ig/gase-kaufen](http://www.linde-gas.de/shop/de/de-ig/gase-kaufen)). From the time the replacement costs have been reimbursed to Linde in accordance with clause 2.2.3, Linde's claim for rent, long-term rental and the cylinder stand fee for the corresponding containers and pallets shall be waived.

2.1.4 The return shall be acknowledged. The Customer can only provide proof of the return by presenting an acknowledgment in text form (incl. e-mail, fax). Returned containers, trailers and pallets will only be credited to the account of the Customer that obtained the containers, trailers and pallets. This also applies if they are returned via third parties.

2.1.5 The Customer has no right of retention to the containers, trailers and pallets.

### 2.2 Loss/Damage/Contamination/Liability

2.2.1 The Customer is liable in the event of loss of or any damage to or contamination of the containers, trailers and pallets handed over to same above and beyond normal wear and tear and shall reimburse Linde the costs of any required repairs. If the containers, trailers and pallets are lost, destroyed or irreparably damaged or in the event of damage for which the likely repair costs would exceed the replacement

costs, Linde is entitled to charge the Customer for the additional repair costs. Dry ice containers must always be returned to Linde immediately after emptying with all accessories in a cleaned condition or kept ready for return at the next new delivery and handed over to our representative. The Customer shall be liable for loss, damage or contamination up to the time of return, irrespective of whether this is due to its own fault or that of third parties, or to coincidence or force majeure. In the event of damage or contamination, the Customer shall bear the costs of repair. In the event of loss, it shall provide compensation by paying the replacement value. The Customer may not attach any labels to the provided containers, trailers and pallets. For each case of attaching labels, the Customer will be charged 25 euros per container for the removal of the labels. The Customer shall also be liable for all damage and costs caused by the removal or damage of the container labeling.

2.2.2 Containers and trailers equipped with residual pressure valves must be returned with residual pressure. In the event of non-compliance, Linde may charge a safety fee to compensate for the costs necessary to safely refill the container. Any residual gas left in returned containers, trailers and pallets will not be credited back to the Customer unless agreed to otherwise. The Customer is liable for all damages and costs caused by the removal of or damage to labels and markings.

2.2.3 In principle, the following prices apply to the replacement of containers and pallets:

Linde cylinder for technical, medical and food gases as well as per bundle cylinder	EUR 385.00	per cylinder
Linde cylinder for propane	EUR 150.00	per cylinder
Linde pallet	EUR 550.00	per cylinder
Linde dry ice box	EUR 2,200.00	per box

Prices are valid from December 2022, subject to change. The price for the replacement of containers and pallets not listed here, in particular combination valve cylinders, GENIE® cylinders, aluminum/special cylinders as well as CRYO containers and containers of the healthcare segment (such as, for example, GOX cylinders, LIV® etc.) is based on the current replacement value. The Customer is permitted to show that the damage has not occurred or is substantially less than the lump sum.

### 2.3 Security deposits

Linde is entitled to demand interest-bearing security deposits at its discretion prior to the rental of containers, trailers and pallets at the rates shown in the notices displayed at the delivery points, if

- such a security deposit – especially for new customers – is agreed on contract conclusion,
- the Customer is in default of payment of the rental charges by a minimum of two months,
- after cancellation of the contract by Linde, the Customer fails to return any containers, trailers and pallets,
- the Customer violated its essential contractual obligations by other means.

Any security deposits shall be repaid net of any charges detailed in clause 2.2 above after the containers, trailers and pallets have been returned to the Linde delivery point.

### 2.4 Safety

2.4.1 Linde keeps the containers, trailers and pallets in a condition that complies with the applicable safety regulations. If this requires interruption of gas supply, this will be by arrangement with the Customer whenever possible. If the Customer causes undue delay to

Linde's maintenance service, Linde may charge for its time spent and for traveling time and other expenses incurred.

2.4.2 If containers, trailers and pallets appear to be faulty, they may not be used. Linde must be informed immediately of the nature of the apparent fault and the faulty containers, trailers and pallets must be returned to the delivery point as soon as possible.

### 2.5 Customer-owned containers

2.5.1 Customer-owned containers received at the Linde delivery points will be filled in accordance with the Customer's order. If Linde is obliged under the provisions of the law to carry out TÜV acceptance tests or other tests on the containers or to make changes to the container, the Customer is obliged to pay Linde for the services provided even without any corresponding purchase order.

2.5.2 The filling order comes into force when the empty goods delivery note is signed by the Customer. Linde is entitled to charge for its services when the filling order has been fulfilled.

2.5.3 The Customer warrants that Customer containers delivered to Linde for filling comply with all relevant legal and regulatory requirements and are suitable for filling.

## 3 Special regulations for deliveries by tanker and provision of storage tanks

### 3.1 Delivery

3.1.1 Deliveries can be planned either on the basis of individual Customer orders or by Linde. In this case, the delivery will be determined with regard to the Customer's average consumption based on historical data held by Linde and the Customer's storage capacity. Deliveries will be made on the basis of Linde's route plan. The Customer shall ensure that the storage tank and fenced compound is free from all obstructions and that deliveries can be made for the largest possible delivery vehicles/tankers without impediment at all times.

3.1.2 The delivery will take place at the Customer's site and the risk in the delivered product passes to the Customer upon delivery when the product passes the filling flange of the storage vessel.

### 3.2 Determining the supply volume

The supply volume is determined by a calibrated quantity measuring device mounted on the delivery vehicle/tanker. Alternatively, supply volumes can also be determined by weighing the delivery vehicle immediately before and after the delivery on a calibrated Linde, Customer or public weighing device. Additional charges will be levied for this service.

### 3.3 Storage Tank

3.3.1 If necessary, Linde shall provide the Customer with a storage container and, if necessary, a vaporizer for the use of the delivered gases, including any software and hardware ("Storage Tank"). The size of the Storage Tank is designed in particular on the basis of Linde's estimated monthly gas consumption and Customer draw-off profile, with piping, components and additional equipment designed by Linde (based on an hourly offtake volume specified by the Customer). For regulatory, safety and liability reasons, the Storage Tank may only be used for storage and for use with gases supplied by Linde, unless Linde is unable to supply gas. If Linde is unable to supply the gas, Clauses 1.8.5 and 1.8.6 shall apply.

3.3.2 Linde shall arrange for the maintenance of the Storage Tank, if contractually agreed.



3.3.3 The Customer is employer and user with regard to the Storage Tank within the meaning of the public law regulations. The Customer operates the Storage Tank for its own economic benefit, bears the economic risk of its use and exercises the actual and legal control according to the following contractual conditions. The Customer is responsible for complying with the legal regulations, including, among other things, the necessary inspections at the specified inspection intervals, for example, in accordance with the German Ordinance on Industrial Safety and Health (BetrSichV), and for meeting the official requirements demanded in the context of operation. The Customer shall keep the Storage Tank in perfect condition and guarantee proper and intended use. In particular, the Customer is also responsible for carrying out the pre-commissioning test and the necessary periodic tests at the specified test intervals. Periodic tests shall be carried out on the Customer's initiative and at the Customer's expense, unless otherwise agreed in the contract. The Customer shall inform Linde in text form (incl. e-mail, fax) if the necessary periodic tests are not carried out or if the inspection intervals are not observed. If, after unsuccessful request to the Customer in text form (incl. e-mail, fax), Linde becomes aware of the non-performance, Linde shall have the right, but not the obligation, to initiate the necessary periodic tests on behalf and for the account of the Customer. The costs shall be invoiced to the Customer directly by ZÜS or by Linde. Linde is entitled to additionally demand an appropriate flat fee for the work done.

3.3.4 Linde shall arrange for the installation and dismantling of the Storage Tank. The Customer will provide a safe location for the erection of the Storage Tank complete with foundations along with safe and adequate access for tankers. The Customer is responsible for obtaining the necessary official approvals for the erection and operation of the Storage Tank. Linde will assist with details of the relevant specifications for the installation site and foundations as appropriate.

3.3.5 Upon handover, Linde shall instruct the operating personnel of the Customer with regard to the orderly and intended operation of the Storage Tank. Further training courses can be offered at the Customer's request. The cost of these training courses will be charged to the Customer. The Customer shall operate the Storage Tank with the necessary care and observe all applicable regulations, in particular the accident prevention regulations in their respective valid version. The Customer operates the Storage Tank at its own risk, and is liable for all damages, including those resulting from fire and explosion.

3.3.6 In the event of downtimes of the Storage Tank, for example because of necessary maintenance work or due to the activation of safety devices (e.g. cryogenic protection), the Customer shall have no claim for compensation.

3.3.7 External irregularities, malfunctions and damage must be reported to Linde immediately. The Customer shall only place orders to carry out repairs with Linde. The Customer undertakes to carry out an inspection of the Storage Tank by a trained person at least once a week and to check it for external irregularities and for proper and intended use. If the Customer wishes the Storage Tank to be set up in a different place, it must have this done by Linde at the Customer's own expense. If, due to an increase or reduction in purchase quantities, a replacement or modification of the Storage Tank becomes necessary during the term of the contract, Linde will undertake this replacement at the expense of the Customer following prior announcement of the work to be done.

3.3.8 The Customer is responsible for ensuring that the supply limit for pressure devices located downstream is designed for at least the maximum pressure that may arise at the supply limit. For gases that are stored cryogenically, these pressure devices must also be designed for or safeguarded against the lowest temperature that may occur in the event of unforeseeable interruption to operation.

3.3.9 The Customer shall ensure accessibility of the Storage Tank, adequate lighting and the clearing of snow and ice. The Customer will take early and regular action to prevent excessive ice formation according to the operating instructions. Redundant atmospheric vaporizers must be switched over regularly for regeneration. An inappropriate mechanical effect during de-icing must be avoided. Linde has the right, but not the obligation, to commission a specialist company for de-icing on behalf and for the account of the Customer.

3.3.10 Following due notification of the Customer, access to the premises and the Storage Tank shall be granted to Linde staff at any time. The Storage Tank shall be protected from access by unauthorized persons.

3.3.11 The Storage Tank is only provided for a temporary purpose and at all times remains the property of Linde without becoming part of the site on which it has been erected or installed.

## 4 Special provisions for the conclusion of contracts in e-commerce

### 4.1 General provisions

4.1.1 If the Customer has agreed individual contractual provisions with Linde, these shall also apply to orders placed via e-commerce (in particular via the webshop).

4.1.2 The contract shall be concluded in German.

4.1.3 Linde does not offer any products for purchase by minors.

4.1.4 Deliveries shall be made exclusively in Germany.

4.1.5 Linde has made all reasonable efforts to ensure that all websites and access points are secure. However, Linde disclaims liability in the event of any misuse of information transmitted on or from such websites and/or access points by any party other than a Linde employee.

4.1.6 The Customer is responsible for the security of its password and acknowledges that purchases made by any third party using its password are binding on it.

4.1.7 If the Customer is a Consumer, it shall be entitled to a right of revocation under the statutory conditions. The cancellation policy for Consumers can be viewed at [www.linde-gas.de/agb](http://www.linde-gas.de/agb).

### 4.2 Orders via the webshop

4.2.1 The Customer may select goods from the product range of Linde's webshop ([www.shop.linde-gas.de](http://www.shop.linde-gas.de) or [www.linde-gas.de/shop](http://www.linde-gas.de/shop)) and collect them in a so-called shopping cart by clicking the button "In den Warenkorb legen". By clicking on the button "Zahlungspflichtig bestellen", the Customer submits a binding request to purchase the goods in the shopping cart. Before sending the order, the customer can change and view the data at any time. However, the order can only be submitted and transmitted if the customer accepts these contractual terms by clicking on the button "AGB akzeptieren" and these have thereby become part of his order.

4.2.2 Offers by Linde are subject to confirmation. The Customer's order constitutes an offer to Linde to enter into a purchase agreement. Immediately upon receipt of the order, Linde shall send an e-mail to the Customer confirming receipt of the order and setting out the details thereof ("order confirmation"). This order confirmation does not constitute an acceptance of the Customer's offer, but merely informs the Customer that the order has been received by Linde. Linde reserves the right to postpone the delivery date or to reject an order if products are not in stock. A contract shall only be formed when Linde accepts the Customer's order by delivery.

4.2.3 Payment is possible by invoice or credit card (Visa, MasterCard). The credit card shall only be debited after delivery of the goods and invoicing, whereby Linde reserves the right to debit the

credit card deposited for payment of the goods with a deposit amount.  
The deposit shall only be claimed in the event of non-payment in the amount of the debt due and any fees.

These General Terms and Conditions are also available at  
[www.linde-gas.de/agb](http://www.linde-gas.de/agb)

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