



## General Terms and Conditions of Purchase of Linde

### 1. SCOPE, ORDERS, KEY DEFINITIONS

- 1.1. These General Terms and Conditions of Purchase ("**Terms and Conditions of Purchase**") apply (i) to the purchase of goods and materials, including products, parts or components specially designed or tailored to the needs of LINDE, and to deliverables resulting from services ("**Goods**" or "**Deliveries**") and (ii) to the purchase of services ("**Services**") by LINDE. "LINDE" means the Linde company that orders goods or services from the supplier of the relevant goods and services ("SUPPLIER"). Linde is an international group of companies led by Linde plc, Ireland ([www.linde.com](http://www.linde.com)).
- 1.2. The Terms and Conditions of Purchase shall apply to all existing and future business relationships with the supplier for the purchase of supplies and services by LINDE, even if no express reference is made to the Terms and Conditions of Purchasing. The supplier's general terms and conditions shall only apply if they are expressly accepted by LINDE in writing. The Terms and Conditions of Purchase shall also apply if LINDE accepts the deliveries or services without reservation in knowledge of conflicting or deviating terms and conditions of the SUPPLIER.
- 1.3. "**Purchase Order**" means a request (in any form) for supplies or services to SUPPLIER, including a request for attached drawings, specifications and other documentation. These Terms and Conditions of Purchase shall always be deemed to be an integral part of the order. The Terms and Conditions of Purchase supplement the Order, and in the event of a conflict between the Order and the Terms and Conditions of Purchase, the Order shall prevail.
- 1.4. If an order is not accepted by the SUPPLIER within 14 days of receipt or within any other period specified in the ORDER ("**Acceptance Period**"), LINDE shall be entitled to revoke the order without the SUPPLIER being able to derive any claims. Until the order is accepted in writing by the SUPPLIER, LINDE is not bound by the order and may revoke or amend the order at any time.
- 1.5. Each (i) purchase order accepted by the SUPPLIER without reservation or without modification within the acceptance period, (ii) an order accepted by the SUPPLIER with reservation or with modifications or after the acceptance period and accepted by LINDE (in any form) and (iii) any other agreement between the SUPPLIER and LINDE relating to the Terms and Conditions of Purchase constitute a "**Contract**". Any specifications for deliveries and/or services contained in the Contract or incorporated by reference into the Contract or any other specifications agreed in writing between LINDE and the Supplier from time to time shall be referred to as "**Specifications**".
- 1.6. "**Applicable Law**" means the laws applicable in the country pursuant to Article 19.1, unless otherwise agreed in the Agreement.
- 1.7. If the term "in writing" is used in the Terms and Conditions of Purchase, communications by e-mail or fax are included.

### 2. DELIVERIES AND SERVICES

- 2.1. Compliance with deadlines is an essential part of the supplier's performance of the contract. Without prejudice to any other rights to which LINDE is entitled under the contract or under other legal grounds, the SUPPLIER shall immediately inform LINDE in writing if circumstances that become apparent indicate that the agreed deadlines for deliveries and services will not be met.
- 2.2. The SUPPLIER shall provide the Deliveries and Services during normal business hours (as applicable at the place of performance) in accordance with the contractually agreed schedule ("**Delivery Dates**"). If no delivery dates have been agreed, the SUPPLIER shall provide the deliveries and services as soon as possible and inform LINDE of the delivery date with reasonable notice. Unless otherwise agreed in the Contract, the SUPPLIER will deliver the Goods duty paid (DDP) in accordance with Incoterms 2010 and in accordance with the Contract to the destination specified in the Order or Contract ("**Receiving Agent**").
- 2.3. If the SUPPLIER fails to deliver the deliveries or services by the delivery dates, LINDE may, without prejudice to any rights to which LINDE is entitled under the contract or on other legal grounds, withdraw from the contract without liability to the SUPPLIER by notifying the SUPPLIER in writing after the unsuccessful expiry of a grace period set by LINDE. In this case, LINDE may demand reimbursement of any purchase price already paid and reimbursement of all costs, expenses and other damages incurred by LINDE as a result of the supplier's default.
- 2.4. For each delivery of goods, the SUPPLIER shall ensure continuous compliance with all laws and regulations applicable to the transport and delivery of the goods in question.
- 2.5. Each delivery of goods must include documents containing at least the following information and any additional information required by LINDE: order number, description of the goods and name of the SUPPLIER, unit of measurement and size, quantity or quantity and place of delivery.
- 2.6. All goods must be (i) securely packed so as to prevent damage during loading, transport and unloading, and (ii) packed in accordance with Linde's packaging specifications, provided that they have been made available to the SUPPLIER.
- 2.7. In addition, the SUPPLIER shall take the following actions:
  - 2.7.1. Upon request, it shall provide LINDE with certificates of origin, declarations, documents and data on trade requirements and, upon request, inform LINDE in detail and in writing of any possible export restrictions or licensing requirements in the country of origin or destination of the supplies and services,
  - 2.7.2. it shall provide complete information on all existing and potential risks or hazards associated with the goods, in particular toxicity, flammability, adverse effects on inhalation or direct contact, and on whether the hazards arise from direct or indirect use,
  - 2.7.3. provide full information on the appropriate safety precautions to be taken in connection with the use and handling of the goods, and



- 2.7.4. it shall mark all packaging and containers/containers containing dangerous, toxic or otherwise harmful goods in a proper and clearly visible manner in order to protect those goods from persons handling or coming into contact with them.
  - 2.8. Partial deliveries or early deliveries require the prior written consent of LINDE. LINDE reserves the right to return deliveries made before the agreed date at the supplier's expense. If LINDE does not return an early delivery, LINDE may store the goods at the supplier's expense and risk until the agreed delivery date.
  - 2.9. If LINDE is unable to accept a delivery at the contractually agreed time for any reason, the SUPPLIER shall store the goods at LINDE's request and keep them in normal commercial condition. LINDE will reimburse the SUPPLIER for the reasonable costs of such storage.
  - 2.10. The SUPPLIER shall provide services at the agreed locations and on the agreed delivery dates in accordance with the specifications and recognized industry standards. The SUPPLIER shall document the provision of the services and transmit these documents to LINDE upon request or after completion of the services, but no later than with its invoice. If the services are intended to achieve a delivery item or a specific result, the provisions for goods (deliveries) of these Terms and Conditions of Purchase shall apply accordingly.
  - 2.11. The SUPPLIER shall ensure that its personnel providing the services, in particular when working at LINDE sites or LINDE's customers, shall not be regarded as employees of LINDE or as employees of LINDE's customers or as a person entitled to such an employment relationship. In the event of a breach of contract, the SUPPLIER shall indemnify LINDE for all associated costs, expenses and other damages.
  - 2.12. If the SUPPLIER is required to operate at LINDE sites or at LINDE customer sites, the SUPPLIER shall comply with all safety regulations and procedures applicable there at its own expense. This includes, but is not limited to, the use of appropriate personal protective equipment, participation in induction training at the site, the removal of waste, debris, excess material and temporary structures, and the leaving of the site in good condition. The SUPPLIER bears the risk of loss and damage to all materials used up to the performance of the contract.
3. **TRANSFER OF RISK AND OWNERSHIP**
    - 3.1. Unless otherwise agreed by the parties, the risk of loss and deterioration shall pass to LINDE at the time of acceptance of the goods at the point of receipt. To the extent that an acceptance procedure (as defined in Article 6.3) has been agreed or is required, the date of final acceptance by LINDE shall be decisive for the transfer of risk.
    - 3.2. Unless otherwise agreed in the Contract, ownership of the Goods or the relevant part of the Goods shall pass to LINDE (i) upon payment of the Goods or part of the Goods or (ii) upon delivery of the Goods at the agreed receiving point, whichever is earlier. To the extent that ownership of the goods or part of the goods has passed to LINDE, but the goods are still in the possession of the SUPPLIER, the SUPPLIER shall clearly mark the goods as the property of LINDE and store them separately from all other goods.
  4. **PRICE AND PAYMENT**
    - 4.1. The price for deliveries and/or services must be set in the contract and, unless otherwise agreed in the contract, remains fixed during the term of the contract.
    - 4.2. Unless otherwise agreed in the contract, the price to be paid for deliveries and/or services is as follows:
      - 4.2.1. excluding VAT ("VAT") and
      - 4.2.2. including all costs of packing, packing, shipping, freight, insurance and delivery of the goods, all travel expenses, food costs, accommodation costs and other costs associated with the Services and all duties, fees, licenses, permits and taxes (other than VAT) that may apply to supplies and/or services from time to time.
    - 4.3. If the contract stipulates that VAT is payable for supplies or services, LINDE is only required to pay this tax upon receipt of a proper invoice with VAT statement.
    - 4.4. Unless otherwise stipulated in the Contract and subject to the fulfilment of the Supplier's contractual obligations, LINDE shall pay for the Deliveries and/or Services within 30 working days of receipt of the Supplier's duly drawn up and correct invoice. The SUPPLIER may issue the invoice only after completion of the relevant deliveries and services to LINDE. The invoice must contain the official order number and comply with all other LINDE specifications.
    - 4.5. LINDE may withhold payments for disputed or insufficiently documented invoice amounts. In addition, LINDE may set off amounts owed by the SUPPLIER to LINDE or other members of the Linde Group against amounts that LINDE is required to pay to the SUPPLIER under the contract or recover such amounts as a debt.
    - 4.6. The payment of an invoice by LINDE does not constitute an acknowledgement of the deliveries and/or services covered by the invoice and is without prejudice to any claims to which LINDE may be entitled against the SUPPLIER under the contract.
  5. **QUALITY**
    - 5.1. The SUPPLIER shall deliver goods of the highest quality in accordance with the SUPPLIER's warranty set out in Article 7.3. The SUPPLIER shall comply with the applicable legal provisions and the recognized practices and standards of the industry and shall develop, produce and test the goods to be delivered in such a way that they comply with the aforementioned provisions, practices, standards and the contract.
    - 5.2. If the SUPPLIER becomes aware that the deliveries or services do not meet the quality requirements and the warranty of the SUPPLIER contained in Article 7.3 and/or the SUPPLIER has reasonable doubts that the deliveries or services meet these requirements, the SUPPLIER shall immediately inform LINDE in writing and inform LINDE of any measures to be taken. The same shall apply if the SUPPLIER becomes aware of third-party property rights that conflict with LINDE's unrestricted use of the deliveries or services. The acceptance and handling of this information by LINDE is without prejudice to LINDE's claims against the SUPPLIER as a result of this non-compliance.
    - 5.3. LINDE may inspect the deliveries or services at the supplier's location or at other locations at any time before they are provided or concluded. This inspection by LINDE does not relieve the SUPPLIER of its responsibility or liability for the deliveries or services and does not mean acceptance of the deliveries or services by LINDE. LINDE's right to inspect goods prior to delivery



does not affect LINDE's right to refuse to accept goods after delivery.

- 5.4. LINDE may require raw material certificates and test certificates for materials and equipment used to source and manufacture the goods. The SUPPLIER shall provide LINDE with these certificates within five working days of receipt of the request.

## 6. DUTY TO INSPECT AND COMPLAIN, ACCEPTANCE

- 6.1. The SUPPLIER shall provide all deliveries and services in accordance with the contract and specifications. LINDE can inspect deliveries on or after the deliveries have been accepted. However, LINDE only has to check the deliveries for deviations in type and quantity and for obvious transport damage and LINDE will inform the SUPPLIER of these deviations and damage within 14 days of receipt of the delivery at the receiving point. In order to comply with the notification obligation, LINDE only needs to provide the supplier with a brief description of the deviation, damage or defect. LINDE's obligation to notify the SUPPLIER of any defects subsequently discovered shall remain unaffected.
- 6.2. Before and within 30 days after the delivery or service, or in a longer period in accordance with Article 6.3, LINDE may refuse to accept deliveries or services that are not fully in conformity with the contract, without prejudice to other rights to which LINDE is entitled under the contract or for other legal reasons. If certain parts of the deliveries or services are not in conformity with the contract, LINDE may refuse to accept the entire delivery or service unless the supplier can prove that the remaining delivery or service complies with the contract.
- 6.3. If Linde is obliged under the contract or under the circumstances to inspect and approve the deliveries or services with regard to their conformity with the contract, the SUPPLIER requests that LINDE carry out this inspection and acceptance after the deliveries or services have been delivered ("**acceptance procedure**"). The SUPPLIER will make this request in accordance with the contracted deadlines or as soon as possible if no dates have been set. At Linde's request, the SUPPLIER will provide suitable personnel to participate in this test free of charge. LINDE may refuse to accept deliveries or services in whole or in part if the supplier does not prove that they meet the requirements of the contract and/or agreed acceptance criteria. If LINDE refuses to accept the deliveries or services in whole or in part, the SUPPLIER shall immediately investigate the non-conformity, remedy the non-conformity and repeat the acceptance procedure. After an unsuccessful second acceptance procedure, LINDE may, at its discretion, choose to repeat the acceptance procedure or to assert the claims set out in Article 8. If LINDE uses deliveries or services in whole or in part due to operational necessities, this is not considered to be acceptance of the deliveries or services.

## 7. WARRANTY AND OBLIGATIONS OF THE SUPPLIER

- 7.1. Without prejudice to any other warranties under the Contract or for any other legal reason, the SUPPLIER warrants that the Goods and the parts or materials used to manufacture the Goods or to carry out work in connection with the Goods:
  - 7.1.1. are suitable for the intended purpose,
  - 7.1.2. are suitable for a specific purpose specified by LINDE to the SUPPLIER and accepted by the SUPPLIER,
  - 7.1.3. conform in all respects to specifications and, where applicable, samples or drawings; in particular, any weights, measures, signs, legends, words, indications or

descriptions stamped, printed or otherwise affixed to the goods or containers/containers delivered under the contract (including any required indication of the country of origin) or referring to the goods must be accurate and comply with all laws and regulations;

- 7.1.4. are new and unused, are made of solid material and are solidly manufactured and free of defects (hidden or other defects),
  - 7.1.5. comply with all international and national laws and regulations applicable at the time of delivery regarding the design, manufacture, sale, packaging, labelling, safety standards and use of the goods,
  - 7.1.6. be accompanied by any information, warnings, instructions or documents relevant to the use, storage, operation, consumption, transport and disposal of the goods, and
  - 7.1.7. comply with the representations and warranties contained in the SUPPLIER's brochures, documents and promotional materials, unless otherwise agreed.
- 7.2. In addition to any other warranties to which LINDE may be entitled under the Contract or under any other legal theory, the SUPPLIER warrants that all services (i) will be provided with a high level of professional competence, proper procedures and good judgment as used by recognised professional providers of similar services, (ii) will be provided in full compliance with all applicable laws, and (iii) will be provided in such a way that the services provided under the Agreement will be performed in accordance with the services are free from defects in materials and workmanship and are fit for their intended purpose.
- 7.3. The warranties under this Agreement or under any other legal basis ("**Supplier's Warranties**") shall be valid for a period of 24 months from the date of acceptance of the Goods at the Receiving Point, from acceptance by LINDE in accordance with Article 6.3 or from the date of completion of the Services (whichever is later) or for such longer period as may be specified by applicable law or in the Contract ("**Warranty Period**"). If a delivery or service cannot be used for a certain period of time due to a breach of the SUPPLIER's warranty, the warranty period shall be extended accordingly.

## 8. CLAIMS

- 8.1. If the delivered goods do not conform to the warranties of the SUPPLIER ("**Defective Goods**"), LINDE may, at its discretion, assert one or more of the following claims, without prejudice to any other rights to which LINDE is entitled under the contract or under any other legal grounds:
  - 8.1.1. LINDE may refuse to accept
  - 8.1.2. LINDE may require the SUPPLIER to repair or replace the defective goods at the SUPPLIER's expense within a reasonable period of time set by LINDE,
  - 8.1.3. In the event of imminent danger or particular urgency, LINDE may carry out the repairs itself at the expense of the SUPPLIER or have them carried out by a third party,
  - 8.1.4. LINDE may require the SUPPLIER to reimburse LINDE for all costs and expenses in connection with the repair or replacement, including but not limited to costs for the examination and analysis of the defect, for installation/removal, for the involvement of its own or



external personnel, costs for parts, lawyers' fees, accommodation, travel or transport costs,

- 8.1.5. LINDE may demand compensation from the SUPPLIER for all costs, expenses, losses or other damages incurred by LINDE as a result of the defective goods.
- 8.2. If the SUPPLIER fails to remedy the defects within the period specified in Article 8.1.2, or if the SUPPLIER is unable or unwilling to carry out the repairs or replacement of the defective goods, LINDE may, without prejudice to its other rights under the contract or under other legal grounds, at its discretion:
  - 8.2.1. withdraw from the contract and demand a refund of any purchase price already paid; in this case, LINDE will return the defective goods to the SUPPLIER at the SUPPLIER's expense,
  - 8.2.2. return the defective goods to the SUPPLIER at the expense and risk of the SUPPLIER, purchase the same or similar goods from another supplier and demand reimbursement from the SUPPLIER for any additional costs incurred by LINDE to a reasonable extent,
  - 8.2.3. request a reduction or (if applicable) reimbursement of the purchase price in the amount of the reduced value of the defective goods,
  - 8.2.4. carry out the repairs itself at the expense of the SUPPLIER or have them carried out by third partiesand
  - 8.2.5. demand reimbursement from the SUPPLIER for all costs, expenses, losses and other damages incurred by LINDE as a result of the defective goods.
- 8.3. If the services provided do not comply with the warranties of the SUPPLIER ("**Defective Services**"), LINDE may, at its discretion, assert one or more of the following claims, without prejudice to any other rights it may have under the Contract or under any other legal grounds:
  - 8.3.1. LINDE may require the SUPPLIER to provide the Services again free of charge within a reasonable period of time set by LINDE or as soon as possible,
  - 8.3.2. LINDE may require the SUPPLIER to reduce the remuneration for the defective services on a pro rata basis,
  - 8.3.3. LINDE may purchase the services from a third party and require the SUPPLIER to reimburse all reasonable costs and expenses incurred as a result in the event of imminent danger, particular urgency or if the SUPPLIER has definitively refused to provide its service again,
  - 8.3.4. LINDE may terminate the contract and refuse to accept further services under the contract,
  - 8.3.5. LINDE may demand reimbursement from the SUPPLIER for all costs, expenses, losses and other damages incurred by LINDE as a result of the defective services.

## 9. LIABILITY, INDEMNIFICATION

- 9.1. If LINDE is held liable for a breach of public safety or product liability regulations in connection with the supplier's supplies or services, the SUPPLIER shall indemnify LINDE and LINDE's employees ("**Indemnified Parties**") against any costs, expenses, losses or other damages arising out of such breach, without prejudice to any other rights to which LINDE may be

entitled under the contract or under any other legal grounds: unless the SUPPLIER proves that it is not responsible for the infringement.

- 9.2. Without prejudice to any other rights to which LINDE may be entitled under the Contract or under any other legal theory, the SUPPLIER shall indemnify LINDE and the indemnified parties against any liability, losses, costs (including attorneys' fees, other legal costs, recall costs and costs for its own employees), property damage or personal injury caused by (i) defective deliveries and/or services or (ii) any breach of the contract (including any delay in deliveries or services) by the SUPPLIER or its suppliers or subcontractors, or (iii) by the negligence, willful failure to perform, or wrongful acts or omissions of the SUPPLIER or its suppliers or subcontractors.

## 10. INSURANCE

The SUPPLIER shall conclude and maintain at its own expense the usual insurance policies at conditions customary in the industry and satisfactory to LINDE, in particular professional, business and product liability insurance. The SUPPLIER shall provide LINDE with proof of insurance upon request. For the avoidance of doubt, insurance cover does not limit the responsibility and liability of the SUPPLIER for its deliveries and services to LINDE.

## 11. INTELLECTUAL PROPERTY, CONFIDENTIALITY

- 11.1. Know-how, confidential information, intellectual property rights, including, but not limited to, patents, trademarks, service marks, design rights (registered or unregistered), copyrights (including future copyrights) and related applications filed by or on behalf of the SUPPLIER in connection with (i) a specifically agreed development, (ii) a LINDE-specific modification of a product, or (iii) a part or design of a tool ("**new intellectual property rights**") become the property of LINDE and are compensated by the payment of the price of the deliveries and/or services. The SUPPLIER shall take all measures reasonably necessary to secure the assignment of these rights to LINDE. Without prejudice to its obligation to assign ownership, SUPPLIER hereby grants LINDE in advance, free of charge, an unconditional, irrevocable, transferable, exclusive and worldwide license to new intellectual property rights, both in their original and modified form. The SUPPLIER shall use new intellectual property rights exclusively for the purposes of the Agreement.
- 11.2. The SUPPLIER shall treat confidentially all information and documents that LINDE provides to it or that it receives in any other way in relation to LINDE's business or that it has prepared or is preparing specifically for LINDE in connection with the performance of the contract. The SUPPLIER shall refrain from using such information or documents for purposes other than those of the Agreement or from arranging for any use other than the purposes of the Agreement. This obligation shall survive any termination or termination of the Agreement for any reason; however, the provisions shall not apply to information or documents that are generally accessible or become generally available without breach of the SUPPLIER's obligations or that are disclosed to the SUPPLIER's subcontractors to the extent necessary for the performance of the Agreement.
- 11.3. The SUPPLIER shall use objects, documents and aids of any kind that LINDE makes available to it for the purpose of providing the services or manufacturing the goods exclusively for the purpose of providing the services or manufacturing the goods and shall return these items to LINDE immediately after the performance



of the services or the manufacture of the goods or after termination or expiry of the contract.

11.4. The SUPPLIER warrants that the sale, possession, resale or use of the Goods and/or the provision of the Services will not infringe the intellectual property rights or know-how of any third party. LINDE is entitled to the rights referred to in Article 8. In addition to these claims, SUPPLIER shall indemnify LINDE and the indemnified parties against any payment or loss of royalties and against any costs, losses and expenses incurred by them in connection with any breach of this warranty or for which they may be liable, including attorneys' fees or other legal costs. The SUPPLIER shall provide LINDE and the indemnified parties with such assistance as is reasonably required to defend against claims for infringement of rights. If LINDE becomes aware that a claim may arise from this warranty, LINDE may terminate the contract without notice and without liability to the SUPPLIER.

11.5. The SUPPLIER shall not refer to LINDE in its advertising, brochures, documents or correspondence without the prior written consent of LINDE. Nothing in the Agreement shall entitle the SUPPLIER to use any LINDE name, trademark or logo.

## 12. SPARES

For a period of at least seven years after the cessation of production of the goods, the SUPPLIER shall maintain compatible spare parts that are substantially equivalent in function and quality to the parts contained in the goods, or it shall provide equivalent solutions to LINDE on commercially reasonable terms.

## 13. TOOLS

Any material, software, equipment or tools (i) provided by LINDE to the SUPPLIER, (ii) purchased by LINDE under the Agreement, or (iii) purchased or used by the SUPPLIER in connection with the Agreement and paid for by LINDE ("Tools") shall remain the property of LINDE and may only be used for the purpose of fulfilling the SUPPLIER's obligations under the Agreement. Ownership of the tools shall pass from the SUPPLIER to LINDE on the day the tools are purchased by the SUPPLIER or, in the case of the manufacture of the tools by the SUPPLIER, shall pass to LINDE on the day of completion of the production. No further action by the parties is required to make the transfer of ownership effective. The SUPPLIER shall mark the tools as the property of LINDE immediately after they have been made available to the SUPPLIER or immediately after they have been purchased or manufactured by the SUPPLIER. The SUPPLIER shall prove this marking on request by means of photographs or by other means. The SUPPLIER uses the tools exclusively for the provision of services to LINDE or for the production of the goods ordered by LINDE. The SUPPLIER insures the tools owned by LINDE at its own expense at reasonable conditions at the replacement value. The SUPPLIER shall carry out inspections, maintenance and repairs in a timely manner at its own expense. The SUPPLIER shall hand over the tools to LINDE upon request.

## 14. SUBCONTRACTORS

The SUPPLIER shall not engage subcontractors without the prior written consent of LINDE. The SUPPLIER requires its subcontractors to comply with all obligations under this Agreement, including confidentiality obligations. Without prejudice to any consent given by Linde, the SUPPLIER shall be liable to LINDE for the acts and omissions of its subcontractors as well as for its own acts or omissions. A subcontract does not release the SUPPLIER from its obligation to provide supplies and services or from any liability arising from the contract.

## 15. SUPPLIER CODE OF CONDUCT

15.1. The SUPPLIER acknowledges that LINDE has adopted a "Linde Group Supplier Code of Conduct" ("**Supplier Code of Conduct**"). This Code of Conduct can be found at <http://www.linde.com/supplier-coc> and will be made available by LINDE on request. The SUPPLIER complies with the requirements of the Supplier Code of Conduct and maintains consistently high standards of integrity in its business relationships with LINDE; furthermore, he promotes the highest possible standards of professional competence in all his activities. To this end, when providing supplies and services to LINDE, LIEERANT shall refrain from any actions that violate the Supplier Code of Conduct. Furthermore, the SUPPLIER acknowledges that LINDE employees are not authorised to propose actions or approve actions to the SUPPLIER that do not comply with the Supplier Code of Conduct.

15.2. The SUPPLIER shall demonstrate compliance with the requirements of the Supplier Code of Conduct upon request and to the satisfaction of LINDE, for example by providing data or self-assessments.

15.3. If LINDE has reason to believe that the SUPPLIER is in material breach of the requirements of the Supplier Code of Conduct, LINDE or a third party engaged by LINDE may conduct audits at the SUPPLIER's site to verify the SUPPLIER's compliance with the requirements of the Supplier Code of Conduct. LINDE shall use its best efforts to ensure that all audits are conducted in accordance with applicable data protection laws and that they do not unreasonably impede the SUPPLIER's business activities or violate the SUPPLIER's confidentiality agreements with third parties. The SUPPLIER shall provide appropriate support for the audits carried out. Each party bears the costs incurred in these audits itself.

15.4. Without prejudice to any other rights to which LINDE is entitled under the Agreement or under any other legal grounds, LINDE may terminate the Contract and any order placed under the Agreement without liability if the SUPPLIER materially violates the Supplier Code of Conduct or fails to remedy a breach after LINDE has been notified in writing of the breach.

15.5. Material violations include, but are not limited to, incidents of forced labor or child labor, corruption and bribery, and failure to comply with environmental protection requirements set forth in the Supplier Code of Conduct.

15.6. A reference to the Supplier Code of Conduct shall be construed as a reference to the Code of Conduct as amended from time to time (unless the context otherwise requires).

## 16. COMPENSATION IN THE EVENT OF INFRINGEMENT OF COMPETITION LAW BY THE SUPPLIER

Without prejudice to any other rights conferred on LINDE under the contract or on other legal grounds, the SUPPLIER shall pay LINDE 15 percent of the price of all relevant supplies or services if the SUPPLIER has entered into an agreement in connection with the performance of the contract by which competition is unlawfully restricted. Further claims by LINDE for damages in excess of this lump-sum compensation remain unaffected. However, the SUPPLIER may only pay the damage actually caused by its unlawful restriction of competition if it proves that such damage is less than the lump-sum compensation referred to in this article. This provision also applies if the contract expires, is terminated or has already been fulfilled.

## 17. NOTIFICATION OBLIGATION



If any of the following events occur with respect to the SUPPLIER, the SUPPLIER shall promptly inform LINDE of the details of the event and shall promptly respond in good faith to any questions from LINDE regarding the relevant circumstances: (i) a change in the legal form of the SUPPLIER, (ii) the sale of all or a substantial part of the SUPPLIER's assets; (iii) a company or person becomes the owner, directly or indirectly, of shares with voting rights that represent more than 50 percent of the issued voting shares of the SUPPLIER, (iv) the merger of the SUPPLIER with another company, (v) a change in the management of the SUPPLIER, or (v) any other event that results in a change of control of the SUPPLIER, i.e. a change in the company or person who can determine the management and/or strategy of the SUPPLIER.

## 18. NOTICE

18.1. LINDE may terminate the Agreement for any reason at any time in writing, whereupon all work under the Agreement shall be discontinued and LINDE shall pay the Supplier appropriate compensation for the work-in-progress existing at the time of termination; however, this compensation does not include lost profits or consequential damages and is in principle not higher than the price of the deliveries or services under this terminated contract. LINDE may request that deliveries and services or the results of services to which LINDE's remuneration relates be handed over to it in their current state.

18.2. In the following cases, LINDE may terminate the contract in writing on the date specified in the termination, without liability to the SUPPLIER and in compliance with LINDE's rights:

18.2.1. The SUPPLIER commits a material breach of any provision of a contract and (in the case of a remediable breach) fails to remedy such breach within 21 days of LINDE notifying LINDE of such breach (the SUPPLIER acknowledges that a series of non-material breaches taken together may constitute a material breach), or

18.2.2. the SUPPLIER files an application for the opening of insolvency proceedings or a corresponding application is filed against it, or the SUPPLIER is the subject of insolvency or creditor protection proceedings, or an administrator or trustee is appointed by resolution, or a substantial part of the SUPPLIER's assets is seized or confiscated or an assignment is made for the benefit of its creditors.

18.3. Claims arising from contractual provisions that expressly or implicitly remain effective after termination are enforceable without prejudice to termination.

## 19. GOVERNING LAW AND JURISDICTION

19.1. The contract and contracted deliveries and services are subject to the applicable law of the country in which LINDE is based; this applies without regard to the principles of conflict of laws and to the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods.

19.2. For any dispute or claim arising out of or in connection with the contract, including disputes about the validity of the contract, the parties shall have exclusive jurisdiction in the country or jurisdiction and place where LINDE has its registered office; However, LINDE may at any time bring proceedings against the SUPPLIER before the court with general jurisdiction in the place where the SUPPLIER has its registered office.

## 20. GENERAL PROVISIONS

20.1. The SUPPLIER may not offset claims to which it is entitled under the contract against claims of LINDE or refuse to fulfil an obligation under the contract with reference to a right of retention, unless the rights or claims are undisputed by LINDE or have been legally established by a court of competent jurisdiction.

20.2. LINDE's failure to exercise or delay in exercising any right, right or right under the Contract shall not be construed as a waiver of such power, right or claim, and the single or partial exercise by LINDE of any power, right or claim shall preclude any other or continuing exercise of such power, right or right or the exercise of any other power; of any other right or claim. A waiver by LINDE in the event of a breach of a contractual provision shall not be construed as a waiver in the event of a subsequent breach of the same or any other contractual provision. A waiver by LINDE must be in writing in order to be valid.

20.3. The Agreement constitutes the entire agreement between LINDE and the SUPPLIER in relation to the sale and purchase of supplies and/or services. Amendments to the contract require the express written consent of LINDE in order to be effective. Previous transactions between the parties and trade practices are not relevant for the purpose of supplementing or explaining contractual provisions.

20.4. Except as otherwise expressly provided in the Agreement, the provisions of the Agreement may not be enforced by any third party. LINDE may assign the contract or any rights or claims under the contract to third parties without the prior written consent of the SUPPLIER.

20.5. If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect to the fullest extent permitted by applicable law. In place of the invalid or unenforceable provision or to fill a loophole, a valid and enforceable provision will be applied that comes as close as possible to the economic purpose of the invalid, unenforceable or missing provision intended by the parties.