

## EUROCHEM INTERNATIONAL GR LP — TERMS & CONDITIONS FOR THE SUPPLY OF PRODUCTS, GAS CYLINDERS AND RELATED SERVICES

### 1. Applicability

- These Terms apply to all offers, sales and supplies of products, gas cylinders and related services by Eurochem International GR LP (“Seller”) to the purchaser (“Buyer”), to the exclusion of Buyer’s terms unless expressly agreed in writing.

### 2. Definitions

- “Products”: chemical products, gases, cylinders and accessories supplied by Seller.
- “Services”: delivery, filling, inspection, repair, testing and related services.
- “Contract”: the agreement formed by Seller’s written order confirmation or these Terms where applicable.

### 3. Offers and Orders

- Quotes are valid for 30 days unless stated otherwise. Orders are accepted only by written order confirmation from Seller. Technical specifications and illustrations are indicative; Seller may supply equivalent alternatives.

### 4. Prices and Payment

- Prices are as quoted or in Seller’s price list at time of order, exclusive of VAT, duties and delivery charges. Seller may adjust prices for cost changes (materials, transport, taxes).

### 5. Payment terms:

- Net within 60 days from invoice date, unless otherwise agreed.

### 6. Delivery and Transfer of Risk

- Delivery terms are Incoterms 2020 as agreed in the Contract. Risk passes to Buyer on delivery per agreed Incoterm. Delivery dates are estimates; Seller is not liable for delays beyond its control.
- Partial deliveries are permitted and may be invoiced separately.

## 7. Title and Cylinder Ownership

- Cylinders and other returnable equipment remain the property of Seller unless otherwise stated for up to 15 days. Buyer shall keep property identifiable and shall not encumber it. Buyer is responsible for loss, damage or theft of Seller's cylinders while in Buyer's custody.
- For standard sales or exchange transactions where Eurochem International GR LP delivers filled cylinders in exchange for returned cylinders (closed exchange), title to the delivered gases and cylinders passes to the Customer on completion of the exchange and/or on receipt of full payment, as applicable. Eurochem International GR LP does not retain ownership of gases or cylinders upon lawful completed exchange delivery. Where Eurochem International GR LP requires a deposit or any marking/label removal as a condition of sale or transfer, such terms will be agreed in writing; if title transfer conditions are met, the Customer may transfer title to third parties and shall have no claim for deposit refund from Eurochem except as expressly agreed.

## 8. Payment

- The Customer must pay all invoices issued by Eurochem International GR LP within the agreed credit period stated on each invoice. If payment is overdue, Eurochem shall be entitled to recover the outstanding amount together with legal interest on overdue sums, collection costs, and all costs and expenses (including legal fees) incurred in and out of court.

## 9. Non-payment; right to retake possession

- If Eurochem does not receive payment within the agreed credit period from the invoice date, Eurochem may retake possession of unpaid goods and cylinders without prior court order. The Customer hereby authorizes Eurochem and its agents to enter the Customer's premises or vessel for that purpose and must cooperate in facilitating repossession. Eurochem may recover any costs and expenses incurred in retaking possession.

## 10. Withholding delivery

- Where the Customer's payment obligation requires payment before delivery and full payment has not been received, Eurochem International GR LP reserves the right to suspend or refuse delivery until payment is received in full.

#### 11. Handling, Safety and Regulatory Compliance

- Buyer must handle, store and use Products and cylinders in accordance with Seller's instructions, safety data sheets and applicable laws/regulations. Buyer shall ensure trained personnel and appropriate facilities.
- Buyer is responsible for permits, notifications and compliance with transport and hazardous goods regulations when they purchase and/or ship Products.

#### 12. Inspection, Claims and Returns

- Buyer must inspect deliveries immediately. Non-conformity or shortages must be notified in writing within 7 days; hidden defects within 7 days of discovery. If Buyer fails to notify timely, the Products are deemed accepted.
- Returns require Seller's prior written consent. Returned goods must be in original condition; return costs borne by Buyer unless due to Seller's error.

#### 13. Warranty and Liability

- Seller warrants Products will conform to Seller's specifications at delivery and will be free from defects in material and workmanship for 12 months from delivery (or as required by mandatory law). Remedies are limited to repair, replacement or refund at Seller's discretion.
- Seller's total liability for loss or damage (contract, tort or otherwise) shall not exceed the contract price for the affected Products. Seller is not liable for indirect or consequential losses (including loss of profit, business interruption, environmental remediation), except where liability is mandatory under applicable law.

- No liability for defects resulting from misuse, neglect, improper storage, unauthorized modification/repair, normal wear or external causes.

#### 14. Force Majeure

- Seller is not liable for failure or delay caused by events beyond its reasonable control (strikes, pandemics, war, supply shortages, transport disruption, acts of authorities).

#### 15. Confidentiality and Data Protection

- Parties shall keep confidential information confidential and use it only for Contract performance. Personal data processing shall comply with applicable data protection laws; details in Seller's privacy policy.

#### 16. Intellectual Property

- Seller retains ownership of intellectual property in drawings, specifications and process know-how. Buyer shall not copy or disclose without consent.

#### 17. Termination

- Seller may terminate the Contract or suspend deliveries if Buyer is insolvent, breaches payment or other material obligations, or risks misuse of Products. Upon termination, outstanding amounts become immediately due.

#### 18. Environmental and Product Stewardship

- Buyer shall cooperate with Seller regarding the return, recycling or disposal of cylinders and other equipment per applicable environmental laws. Costs for improper disposal are the Buyer's responsibility.

#### 19. Assignment

- Buyer may not assign rights or obligations under the Contract without Seller's prior written consent. Seller may assign to affiliates or successors.

#### 20. Governing Law and Dispute Resolution

- Contracts governed by the laws of Greece. Exclusive jurisdiction: courts of Athens, Greece, unless parties agree arbitration in Athens under ICC rules.

#### 21. Miscellaneous

- Amendments to these Terms are valid only if in writing and signed by both parties. If any provision is invalid, remaining provisions remain in force.
- Notices: in writing to the parties' registered business addresses or designated email contacts.