

## LEGAL NOTICE

This site « [mixtureguide.airliquide-benelux.com](http://mixtureguide.airliquide-benelux.com) » (hereinafter the « Site Web ») L'Air Liquide Belge SA (hereinafter "AL"), a public limited company, registered in the Crossroads Bank for Enterprises under number 0404.222.556.

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### 1. Definitions

The terms defined below have the following meaning, whether used in the singular or the plural:

- "Action": means any action performed by the User on the Website and in particular any browsing, any consultation of information accessible from his Terminal, access to the Website and any action within the framework of the functionalities permitted by the Website.
- "Account" means the space made available to the User registered on the Website, allowing him to access, after having identified himself by his Access Codes, his Data and Documents.
- "Data": means (i) all the information or personal data collected by AL from the User, and (ii) all the personal information or data that is automatically collected during the use of the Website by a User or any other person accessing the Website including via cookies.
- "Failed identification" means a succession of five (5) unsuccessful attempts to authenticate the User for access to the Website.
- "Terminal" means the various means by which the Website will be accessible. The terminals include smartphones and tablets, Apple or Android, micro-computers via the Internet (PC or Apple).
- "User": means the natural person benefiting from access to the Website after the creation of an Account under the conditions set out in these Terms, authorized to act in the interest and on behalf of his company.

### 2. Functionalities of the Website

The functionalities of the Website are as follows:

- Remote purchase of products referenced on the Website;
- Request for quotation of products referenced on the Website;

- Ordering gas and order tracking;
- Consultation of documents (delivery notes, invoices);
- Consultation of claims;

AL reserves the right to modify, discontinue, temporarily or permanently, these features at any time, particularly in the context of maintenance operation of the Website.

### 3. Object

These terms and conditions (hereinafter "Terms") are intended to define the features offered by the Website and the conditions under which the User is authorized to use the Website. These Terms are available at any time on the Website.

### 4. Acceptance

By acceding to the Website, the User declares and warrants:

- to have read these Terms and agree to abide by them;
- To have been informed of the rights which it has on the Data which concern it (See tab Personal data)

### 5. Duration

The Terms apply and come into effect from the moment when:

- the User accesses the Website and until the definitive deletion of his Account under the conditions provided for in article 11 "Suspension and deletion of an Account",
- any other person accesses the Website and until such person leaves the Website.

### 6. Registration and Terms of Access

#### 6.1 How to create an Account

Access to the aforementioned functionalities is conditional upon the creation of an Account according to the steps described during the registration process. Required information is marked with an asterisk.

#### 6.2 Access security

Access to the Account is protected in particular by a personal login and an associated password composed of 8 letters including at least one capital letter, numbers and a symbol in accordance with the required security requirements (collectively the "Access Code"). It is the responsibility of the User to keep his Access Codes strictly confidential. AL can not be held responsible for a disclosure of the Access Codes by User, even if unintentional, to a third party.

When logging into his Account using the Access Code, the User triggers the opening of a session that ends when the User disconnects. As a security measure, the User is reminded to take care to disconnect from his

Account by clicking on the "Logout" button when leaving the Website and not to save his Access Codes in the settings of his browser. In case of loss of his password the User may request the sending of a new password directly via Website by clicking on "Forgotten password". A hypertext link will be sent by AL to the User at the email address indicated by the User during the validation of his registration. By clicking on this link, the User can then create a new password. The User can modify his personal data by going to "My Profile".

The User agrees that his access to the Website may be refused in case of Failed identification. In this case, the User must request the sending of a new password as described above as applicable in case of loss of his password.

### 6.3 Means of access

The User is personally responsible for the implementation of the computer and telecommunications resources allowing access to the Website and the acquisition of knowledge necessary for the use of the Internet, the Website and the Mobile Application.

The connection and equipment costs related to access to the Internet and the use of the Website are the sole responsibility of the User.

In addition, the User acknowledges having secured the computer configuration(s) that he uses to access the Website, in particular by adopting an anti-virus or by providing for the automatic locking of the access to its Terminals if the User does not perform any Action from the Terminal for more than fifteen (15) minutes.

The use of the Website implies the knowledge and acceptance of the characteristics and the limits of the technologies used by the Internet and the related technologies, in particular as regards the technical performances, the response times for consulting, interrogating or transfer information, the risks of interruption, and more generally, the risks inherent to any connection and transmission, the lack of protection of certain data against possible diversions and the risk of contamination by any viruses circulating on the network.

### 7. User behavior

By accessing the Website, the User agrees to and guarantees:

- comply with all applicable laws and regulations of the country in the country from which it accesses the Website;
- provide accurate, complete and up-to-date Data;
- respect without reservation the Terms;
- act in full responsibility on behalf of his company in the use of the aforementioned functionalities and in particular the order of product and the requests for modification of the customer account data.

In addition, the User is prohibited from:

- disrupt or interrupt the operation of the Website or the servers or networks connected to the Website or violate the requirements, procedures, rules or regulations of networks connected to the Website;
- attempt to infringe upon any other User or network, including, without limitation, exposing the Website to a virus, creating a saturation, flooding the server, overloading the mail, or falsify any header of the TCP / IP information packet or any part of the header information contained in any e-mail;

- access or attempt to access any information or Data that is not intended for him, in particular by forcing the systems or by any other means or entering a server / account to which the User is not authorized to access;
- Attempt to probe, scan, or test the vulnerability of the Website or network, or any other system, or otherwise violate any security or identification measures;
- impersonate another person and in particular another User;
- conduct an activity or incite a third party to carry out an illegal activity or any other activity that would infringe the rights of AL, its partners, Users or any other natural or legal person;
- transmit or transfer (by any means whatsoever) information or software derived from the Website, in particular to other countries or to certain foreign nationals in violation of any national or international law or regulation;
- the use of any means to circumvent the identification techniques implemented by AL and necessary for the connection to the Website and the payment module in particular.

By recognizing the global nature of the Internet, each User agrees to comply with all local and international rules and procedures relating to online behavior and acceptable content and in particular all applicable laws regarding the transmission of data.

Any program, document or support downloaded or obtained by the User during the use of the Website, will be at the risk and peril of the User. The User is solely responsible for any loss or damage including damage to his computer system or loss of data resulting directly or indirectly.

## 8. Intellectual property

The Website contains data and elements protected by intellectual property rights such as trademark rights, copyright, etc.

Thus, unless otherwise stated, the intellectual property rights on each of the elements of the Website (animated images or not, illustrations, photographs, sounds, know-how, texts, graphic elements, ...), including software, databases (hereinafter the "Content") and the Website are the exclusive property of AL or one of its partners who has granted the rights of use to AL. AL does not grant any license or sublicense on all or part of the Content nor any right other than to use the Website under the present Terms.

Any reproduction or use of copies of the Website and its Content made for purposes other than those provided for in the "Functionalities of the Website" section, in any manner whatsoever, and in any form whatsoever, is expressly prohibited.

It is also forbidden to:

- copy, modify, create a derivative work, assemble, decompile (except as provided by law), sell, assign, sublicense or otherwise transfer any right to the Website and the Content;
- modify all or part of the Website or the Content in order to obtain unauthorized access to the Website by means other than the hypertext link of the Website.

Consequently, any reproduction and / or representation, in whole or in part of the Website and / or its Content, without the prior written authorization of AL is prohibited and constitutes an infringement sanctioned in

particular by the provisions of the Code of Economic Law. This authorization is granted for items related to the material sold and downloadable from the Website, such as user manuals or software for extracting the data recorded for said material.

On the other hand, any extraction, by permanent or temporary transfer to another medium by any means, or reuse by making it available to the public, of all or part, qualitatively or quantitatively, substantial of all or part of the Website, Data or Content is prohibited including for private purposes. Notwithstanding the foregoing, Users are authorized to download from the Website the user manuals of the equipment sold by AL or the software for extracting the data recorded for such material.

Any repeated or systematic extraction or reuse of qualitatively or quantitatively insubstantial parts of all or part of the Website, Data or Content is prohibited, even for private purposes, when these operations exceed the normal use of the Website.

Similarly, any unauthorized reproduction of literary works, photographs and more generally of any work likely to be protected by copyright, accessible through the Website is prohibited, unless this reproduction is exclusively reserved for strictly private use. Any violation of this prohibition would give rise to civil and / or criminal penalties, in accordance with the provisions of the Code of Economic Law.

All other trademarks, logos, product names, corporate names and other distinctive features appearing on the Website are the property of AL or any of his service providers, partners or suppliers.

Any use, in any manner whatsoever and for any destination whatsoever, of all or part of one or more of these brands, logos, product names, any corporate name and any other distinctive sign appearing on the Website is subject to the express authorization of the protected sign holder.

## 9. Link policy

### Links to third party sites

The Website contains links allowing direct access to other third party websites. AL can not assume any responsibility for the content and use that would be made by the User or third parties of this information available on other websites to which he has created links or which could have been created without his knowledge irrespective whether these sites are or are not AL partners. AL has no editorial control over this information. The links offered from the Website do not imply in any way the granting of any license on the rights held by AL on the trademarks, trade names, logos and other elements of the Website. Finally AL disclaims all liability for any technical failures in connection with these links. Access to all third-party sites via the Website is under the sole and complete responsibility of the User who is invited to examine the rules applicable to the use of such third-party sites and the disclosure of information he has possibly communicated on these linked sites.

### Links to the Website

It is possible to create a link to this Website subject to the following rules. A link to this Website must not damage the reputation of AL's trademarks and / or intellectual property rights, or give the false impression that the website and / or organization is sponsored, supported and / or affiliated with AL. It is forbidden to insert this Website in a frame or to alter its intellectual property rights or its contents in any other way. No link to the Website may be established from another site whose content is illegal, abusive, indecent or obscene, which advocates violence or illegal acts, which contains racist, defamatory or provocative remarks or otherwise

deemed as inappropriate by AL in its sole discretion. AL reserves the right, in its sole discretion, to remove any link to another website for any reason or without reason, including, without limitation, any website that AL deems inappropriate or incompatible or not in conformity with this Website and / or these Terms.

AL is not responsible for the content or functioning of the internet, including other websites accessible through links from this Website or to this Website. Users are requested to keep AL informed of any errors or inappropriate content identified on websites accessible through links from this Website or to this Website.

#### 10. Fraudulent use

Any person accessing the Website without being authorized in accordance with the present Terms, acknowledges and agrees that the Terms are applicable to him and in particular agrees to be sanctioned on the basis of these Terms.

#### 11. Suspension and deletion of an Account

At any time and for any reason whatsoever and in particular:

- in case of non-compliance with the Terms or in case of suspicion of non-compliance with the Terms,
- in the event of a declaration of loss or theft of the Access Codes,
- in case of Failed identification,

AL may, without prejudice to any damage and interest that AL reserves the right to claim from the User in case of non-compliance with the Terms, implement at its discretion any means allowing, without notice:

- suspend or interrupt the User's access to his Account;
- and / or permanently delete the Account.

The User is informed that in the event of deletion of his Account for any reason whatsoever, access to the Data from the Website will no longer be possible. Each User retains a right of access to his Data in accordance with the provisions of Article 9 of these Terms.

The User may also, for his part, delete his Account at any time by contacting AL via the "Contact" form.

#### 12. Liability

AL can not be held responsible for any damage resulting directly or indirectly from (i) virus, bug or any program or application incompatible with the infrastructure of the User, (ii) a malfunction of the Website including a failure or error, loss of data, inability to access the Website; (iii) all the devices put in place by the User to access the Website and in particular the hardware and software components, and telecommunications networks.

Access to the information available on the Website is made from a Terminal and a communications network that are under the responsibility of the User. As a result, AL assumes no responsibility for the transportation of information, availability and access to the Website.

#### 13. Survivance

The Terms which by their nature or their wording are intended to continue to apply after the termination of use of the Website for any reason whatsoever, and in particular the stipulations of the sections "Registration and

Terms of Access" , "Functionalities of the Website", "User Behavior", "Intellectual Property", "Liability", "Suspension and deletion of an Account" and "Survivance" remain in effect at the end of this use.

#### 14. Notification

AL transmits notifications to the User notably in the following cases:

- notification of deletion of the Account;
- notification of update of the Terms of the Website.

AL notifications are sent by email to the address indicated by the User when registering.

#### 15. Nullity – Entirety - Titel

#### 15. Nullity - Entire - Title

If one or more provisions of the Terms are held invalid or declared as such under a law, regulation or following a final decision of a competent court, the other stipulations will retain their full force and scope.

In case of difficulties of interpretation between any of the titles appearing at the head of clauses and any of the clauses, the titles will be rejected and the content of the clause concerned will prevail.

#### 16. Update of the Terms

AL reserves the right to modify, supplement and update these Terms, including the documents referenced therein, without notice.

In such a case, the update of the Terms will be announced by sending a notification email and the user will be invited to read it.

#### 17. Governing law - Jurisdiction

The Terms are governed by Belgian law. This is so for the substantive rules, as for the rules of form.

IN CASE OF DISPUTES IN RESPECT OF THE VALIDITY, EXECUTION OR INTERPRETATION OF THE TERMS, EXPRESS COMPETENCE IS ASSIGNED TO THE COURTS OF LIEGE.

#### 18. Evidence

The computerized records kept in the computer systems of the Website under reasonable conditions of security, are considered by the parties as faithful proof of communications and different transmissions of information between the User and AL.

The archiving of information is carried out on a reliable and durable medium so as to correspond to a faithful and durable copy, in accordance with Article 1334 of the Civil Code.

The User acknowledges and accepts, after his identification and authentication, any expression of intent through the use of the functionalities offered within the Website, and in particular (1) the issuance of his consent under the collection and processing of its data (2) the acceptance of these Terms, constitute an

electronic signature within the meaning of the provisions of articles 1317 and following of the Civil Code, and expresses its consent by characterizing its evidence.

In accordance with the provisions of the Civil Code concerning electronic signatures, in the event of a conflict between AL's computerized records and any document in writing or electronic file in the possession of the User, it is expressly agreed between the parties that the computerized records of AL will take precedence over the User's documents and will only be admitted as evidence.