



Special Sales Conditions for Sanctioned Countries

[NOTE: these special sales conditions shall be used in the frame of each contract with parties in sanctioned countries or with reference to projects in sanctioned countries (such as but not limited to Russia, Ukraine, Iran, Belarus, Libya, Syria, ...) as supplemental conditions to the general sales conditions of Cryostar SAS, available under www.cryostar.com/gsc]

The “Special Sales Conditions for Sanctioned Countries” (hereinafter referred to as the “SSC”) supplement the Cryostar General Sales Conditions (hereinafter referred to as “GSC”) and are specific to the subject Purchase Order.

These are to be read and interpreted in conjunction with the GSC. However, in case of any conflict, the SSC shall prevail and take precedence over the GSC.

The sale and purchase of Goods shall be subject to and in full compliance to the terms and conditions in this section, GSC and other Attachments to the Purchase Order (if any) except for those additions, modifications, deviations and exceptions explicitly agreed in this Purchase Order.

Capitalized terms used in these SSC shall have the meaning ascribed to them in the Purchase Order, unless otherwise specified herein.

The following terms and conditions of the GSC shall be amended accordingly:

No.	Article	Description of the change(s)
Article II – Product Information, Drawings and Description		
1	II	At the end of the Article, add: <i>“Buyer will (i) not disclose the Confidential Information to a Denied Party (as defined under Article XVII) or (ii) make available the Goods to a Denied Party.”</i>
Article III – Order – Scope of Supply		
2	III.1	At the end of the Article, add: <i>“provided nonetheless that to the extent the scope of deliveries by Seller under the contract includes goods or services subject to prior authorization of the competent export control authorities, the contract shall come into force in this respect only upon granting of such authorization.”</i>
3	III.3 (new)	Add a new sub-§: <i>“It shall also be construed as a condition precedent to the effectiveness of the contract that the Buyer shall provide the Seller with a written statement, setting forth the particularities of (i) the application and use of the Goods as well as (ii) the end-user of the Goods.”</i>
Article IV – Price & Payment		
4	IV.4	In the first line, replace “ <i>If payments are effected</i> ” by: <i>“If payments after delivery of the Goods are effected”</i> In the 4 th line, after “ <i>approved by Seller</i> ”, add: <i>“, and not to be subject to any US, EU or UN sanctions”</i> In the 20 th line, after “ <i>approved by Seller</i> ”, add: <i>“, and not to be subject to any US, EU or UN sanctions”</i>
Article X – Liability for Defects of the Goods		
5	X.B.5	Replace the last sentence by the following: <i>“All other costs shall be borne by the Buyer, such as but not limited to costs for dismantling and reassembling of equipment other than the Goods, if this is necessary to remedy the defect, as well as cranes and tackles, if necessary, transport and travel cost between the place of delivery and the location of the Goods, as well as any and all custom and importation taxes and duties arising</i>



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		<i>out of or in connection with the delivery of the repaired or replaced Goods to the Seller's premises or nearest seaport on a FCA (Free Carrier) or FOB (Free On Board) basis, at the Seller's discretion, according to Incoterms ® 2010."</i>
Article XII – Force Majeure		
6	XII.1	<p><u>After "embargo", add:</u> <i>"(including but not limited to the enforcement of the "snap back" provisions as per the JCPOA)"</i></p> <p><u>After the last sentence, add:</u></p> <p><i>"Seller shall be exempted to fulfill any of its obligations under or in connection with this Agreement if and to the extent that the performance of such obligation is in violation of or otherwise inconsistent with any legislative or regulatory provision or regulation."</i></p>
Article XVII – Denied Party & Embargo Clause [new]		
7	XVII (new)	<p><i>"For the purpose of this clause, the following definitions shall apply:</i></p> <ul style="list-style-type: none"> <i>i. "Embargo" shall mean any law or regulation that directly or indirectly prohibits certain activity, export, re-export and/ or direct and indirect transactions or dealings with certain persons or entities.</i> <i>ii. "Denied Party" shall mean a party, to whom Seller (i) cannot sell to, (ii) cannot directly or indirectly provide an economic resource to, and/or (iii) cannot otherwise deal with according to Embargo. A party, who controls, is controlled by or is under common control with a Denied Party according to the aforementioned definition, shall itself also be considered as a Denied Party. An entity is deemed to control another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority, or to otherwise direct the affairs or management of the other entity.</i> <p><u>1. Denied Party Status</u></p> <p><i>The Buyer warrants and represents that, at the time of effectiveness of this Contract with the Seller, Buyer itself is not a Denied Party.</i></p> <p><i>The Buyer shall notify the Seller in writing without delay whenever the Buyer becomes a Denied Party. Further the Buyer warrants and represents that it will not cause Seller to directly or indirectly deal with a Denied Party at any time.</i></p> <p><u>2. Embargo</u></p> <p><i>2.1 The Seller may suspend performance of any or all portion(s) of this Contract with immediate effect at any time by notice in writing to the Buyer:</i></p> <ul style="list-style-type: none"> <i>2.1.1 if Buyer becomes a Denied Party; and/or</i> <i>2.1.2 if an Embargo, directly or indirectly affecting the performance of the Contract by the Seller, is imposed or re-imposed; and/or</i> <i>2.1.3 if the relevant authorities in connection with an Embargo do not grant necessary permits or approvals for export of any deliverables under the Contract, prohibit further performance of any or all portion(s) of this Contract and/or otherwise affect the performance of the Contract by the Seller.</i> <p><i>2.2 In the event of suspension pursuant to Article 2.1, Buyer shall (i) reimburse to Seller any and all cost in connection with the suspension, such as, without limitation, work already performed, storage, de- and remobilisation, suspension or cancellation cost for subcontracts, increase of procurement costs, etc. and (ii) agree to a reasonable change order including extension of</i></p>



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		<p><i>time. Furthermore, the Seller shall be entitled to overhead and reasonable profit on such cost.</i></p> <p><i>2.3 Without prejudice to Seller's rights pursuant to Article 2.1 and 2.2 and to the extent permitted by Embargo and/or other laws, Seller and Buyer may mutually evaluate, if a continuation of the Contract in a different setup is possible. In such case, Buyer will agree to Seller's reasonable change order proposal including extension of time and additional cost.</i></p> <p><i>2.4 To the extent that the purported Contract can be construed as an "Iran Transaction", which for the purpose of this clause shall be construed as an interaction, direct or indirect, with Iranian partners in and outside of Iran, and/or for any interaction related to a project in Iran, the Buyer hereby warrants and represents (i) that neither it nor the end-client(s) nor any other involved party has a connection to any military, paramilitary, intelligence or law enforcement entity of the Government of Iran and (ii) that the project itself is not related to the military, paramilitary, intelligence nor law enforcement sector in/ of Iran. Failure by Buyer to comply with this representation shall entitle Seller to terminate the Contract immediately for Buyer's default, without prejudice to any additional rights and remedies available to the Seller under the Contract, at law or in equity"</i></p>
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