



SERVICE TERMS AND CONDITIONS

These service terms and conditions (the “**STC**”) shall apply to all work performed by OOO (LLC) Cryostar Rus (hereinafter “**CSR**”) service representatives during consulting, installation, startup, inspection, repair or maintenance of equipment or any other associated services (collectively the “**Works**”). These STC shall be an integral part of any work or purchase order assigned by the beneficiary of the Works (hereafter the “**Client**”) to CSR. This document shall take precedence over any conflicting terms and conditions submitted by the Client, unless otherwise agreed to in writing by an authorized representative of CSR.

1. CATEGORIES

Refer to attached document: service rates for process equipment or service rate for distribution pump.

2. RATES

Refer to attached document: service rates for process equipment or service rate for distribution pump.

3. RATE DEFINITION

Refer to attached document: service rates for process equipment or service rate for distribution pump.

4. PAYMENT

CSR offers no discount periods and all payments are payable at sight. Failure of the Buyer’s representative to sign time sheets of the CSR’s representative shall not preclude payment for services rendered. CSR reserves the right to require the implementation of down and interim payment(s) to the extent the value of the work order is equal to or in excess of 1.500.000 RUB (Russian Rubles) or equivalent.

5. CLIENT OBLIGATIONS

- A) The Client shall provide all required labor, supervision, equipment, materials, tools, utilities, supplies and parts necessary for the efficient performance of the Works.
- B) The Client shall issue a written purchase order making reference to this document in order to dispatch CSR personnel to site. The purchase order must be amendable as actual work time and expenses may vary.
- C) CSR must be notified two weeks in advance of any planned service intervention. The site intervention request form must be filled prior to any intervention.

6. BILLABLE CHARGES

- A) Time worked by the CSR representative shall be billed in accordance with the Rates and Rate Definition set forth above.
- B) Standby Time: Any time the CSR representative is available to work, Monday through

Sunday up to a maximum 8 hours per day, will be regarded as time actually worked, even though his Works are not actually utilized. Standby Time will be billed at the Standard Rate.

- C) Travel Time: Time spent by the CSR representative in transit to and from the site or in relation to travel preparations shall be billed at the Standard Rate.
- D) Cancellation or postponement of services previously arranged, without a 2 business day prior notification, will be subject to a RUB 15.000 cancellation fee plus any expenses incurred at cost + 10%. Postponement will be invoiced at 75% of 8 hours per day unless CSR is aware 15 days in advance.
- E) CSR observed holidays include: New Year holiday; Christmas day; Defender of the Fatherland Day; International Women's Day; National Flag Day; Spring and Labor Day; Victory Day; Russia Day; Unity Day.

7. WORKING CONDITIONS

For any Works performed when the temperature is above 35°C, a break every 2 hours must be respected with access to drinks as well as an air conditioned room.

For any Works performed when the temperature is below -10°C a break every 2 hours must be respected with access to warm drinks as well as a heated room.

CSR reserves the right, at its sole and absolute discretion, and without any liability whatsoever, to remove from the job site any of its service representatives or workers which have been assigned to the performance of the Works, when:

- i) The Client fails to comply with its obligations set forth in this Article 7;
- ii) The Client fails to comply with the applicable laws related to health, safety and environment, including but not limited to the laws and regulations on occupational health and safety being applicable and enforceable in the location where the Works are performed; and/or
- iii) The physical integrity and/or safety of the workers assigned by CSR to the Works is endangered by circumstances which are not attributable to CSR's acts, omissions, fault or negligence.

The agreed schedule for the performance of the Works shall therefore be extended accordingly.

8. TRAVEL EXPENSES

Airfare shall be Coach or Economy class for all domestic and international daytime travel less than seven hours. Required overnight travel and flights in excess of seven hours shall be booked in Business class or equivalent.

An equitable division of travel time and expenses will be made when the CSR representative goes from one assignment to another before returning to his headquarters.

Assignments will not exceed (60) days of service. Rotation of personnel will be at customer's expense. Expenses include air, railroad, taxi, automobile, and related cost which may include gas, tolls, or other expenses incurred.

9. WARRANTY

- A) The Works performed by CSR on the equipment initially manufactured and delivered by any entity of the “Cryostar Group” (as defined below) shall not amend or nullify the warranty already granted by such entity of the Cryostar Group to the Client on the said equipment in accordance with the equipment contract. For the purpose of this clause, the “Cryostar Group” shall refer to any of the following entities, as the context requires: Cryostar USA LLC, Cryostar SAS, Cryostar Do Brazil Equipamentos Rotativos Criogenicos Ltda, Cryostar UK, Cryostar India, Cryostar Singapore Pte Ltd, OOO Cryostar Rus, or Cryostar Cryogenic Equipments (Hangzhou) Co. Ltd.
- B) Determination of warranty claim validity will be done by CSR management and not by the representative. Any decision made by the representative will not be binding upon CSR.
- C) Parts and labor associated with Works shall be subject to a 90 days’ warranty. In no event shall CSR be liable for indirect, special, incidental or consequential damages. CSR service rate will apply for waiting time & travel time to attain the location of the Warranty Work. Travel expenses to and from the place of Warranty Work shall be invoiced.
- D) Parts and labor associated with Works performed within the CSR premises shall be subject to a 180 days’ warranty.
- E) All other warranty terms and conditions shall be as per the GSC (as defined herein below).
- F) CSR DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES. CSR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES FOR THE GOODS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

10. TAXES

- A) Prices are NET OF ALL TAXES. Invoices will be in Russian Ruble, unless otherwise agreed. CSR shall bear and promptly pay all taxes including income/corporate taxes, duties, customs duties including surcharges, fees whatsoever arising now or in the future out of or in connection with the purchase order outside the country of site and/or of Client.
- B) Client shall bear and promptly pay all taxes including income/corporate taxes, duties, customs duties including surcharges, fees (including stamp duty levied on the signature of the Contract), bank charges whatsoever, arising now or in the future out of or in connection with the purchase order inside the country of site and/or of Client.
- C) If, notwithstanding the foregoing, any such taxes including sales, value added, income/corporate, withholding taxes, duties, customs duties including surcharges, fees (including stamp duty levied on the signature of the purchase order), bank charges whatsoever will be imposed on CSR and/or CSR’s personnel, Client shall hold CSR and/or CSR’s personnel indemnified and harmless against any such claims and shall pay any such taxes including income/corporate taxes, duties, customs duties including surcharges, fees (including stamp duty levied on the signature of the Contract), bank charges whatsoever in the name and on behalf of

CSR and/or CSR's personnel to the respective organizations and authorities, or, if paid by CSR, Client shall reimburse CSR such sums.

11. FORCE MAJEURE

As per the GSC (as defined below).

12. SOFTWARE PROVISION

If software material is provided under this purchase order, Client is granted a non-exclusive, royalty free license only for the Client's use of CSR's software provided with the CSR's system Under this license Client may: (a) Use CSR's software with the CSR's system provided; (b) Copy the CSR's software into any machine readable or printed from the back up in support of Client's use of the CSR's software on the CSR's system provided; (c) Create one additional copy of the software for archival purposes.

13. LIABILITY & INDEMNITY

- A) REGARDLESS OF THE LEGAL THEORY (FOR EXAMPLE, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, ETC.), IN NO EVENT SHALL CSR BE LIABLE FOR SPECIAL, LIQUIDATED, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR ANY CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS, INCLUDING ANY LOSS OF BUSINESS, PRODUCTION OR PROFITS.**
- B) CSR'S TOTAL AND AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THE PURCHASE ORDER SHALL UNDER NO CIRCUMSTANCES EXCEED TEN (10) PERCENT OF THE PURCHASE ORDER PRICE.**
- C) TO THE FULLEST EXTENT OF THE LAW, CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CSR, ITS ASSIGNS, SUCCESSORS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL LOSS, COSTS, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THE WORKS OR ANY SERVICES CONTEMPLATED BY THE PURCHASE ORDER.**

14. APPLICABLE LAW & DISPUTE RESOLUTION

A) Applicable Law

The STC shall be governed by and construed in accordance with the laws of the Russian Federation, excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods.

B) Dispute Resolution

All disputes arising from the Contract shall be resolved as follows:

1. The senior management of both parties shall meet to attempt to resolve such dispute. The meeting shall take place within fifteen (15) days of receipt by a party of a written notification from the other

party describing the dispute and requesting such a meeting.

2. If the dispute cannot be resolved by senior management within thirty (30) days after the meeting of senior management, the parties shall thereafter seek settlement of that dispute by mediation in accordance with the International Chamber of Commerce ("ICC") Mediation Rules, which Rules are deemed to be incorporated by reference into this clause. The mediation shall be held in Saint Petersburg, Russia, except as otherwise agreed in writing by the parties.
3. If the dispute is not settled by mediation within sixty (60) days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the ICC Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause, and in accordance with the Federal Law on International Commercial Arbitration (N 5338-1), dated from the 7th of July 1993, as amended from time to time thereafter.
4. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause (i) the number of arbitrators shall be three; and (ii) the seat, or legal place, of arbitration shall be Saint Petersburg, Russia.

IMPORTANT NOTICE:

THIS CONTRACT CONTAINS PROVISIONS REGARDING INDEMNITIES AND WARRANTIES THAT EXPRESS THE AGREEMENT OF THE PARTIES CONCERNING CLAIMS ARISING OUT OF THIS CONTRACT.

It is hereby expressly agreed and understood by both Parties that the General Sales Conditions of OOO Cryostar Rus (the "GSC") (which can be found at the following internet link: <http://www.cryostar.com/gsc> or upon written request to Cryostar) shall apply to the work performed by CSR under the contract on *a mutatis mutandis, servandis servantis basis*, being ascertained that the stipulations vested in these GSC shall be construed as complementary provisions to the Service Terms & Conditions (the "STC"), without causing any prejudice, contradictions or conflicts to the present conditions. Should a discrepancy, conflict or contradiction be created between the GSC and the STC, the STC shall take precedence over the GTC.

The Purchaser hereby declares having fully accepted all conditions, and having been in a position to review the STC and the GTC (including the articles related to embargo and denied parties), with the assistance of a legal counsel if needed.

Any translation of these STC in any other language (such as Russian) shall be made for courtesy only, being hereby agreed that the English version shall be the sole governing terms, especially in case of conflict or contradiction with the translated terms.

For and on behalf of OOO CRYOSTAR RUS

For and on behalf of Client

Annex A- TERMS AND CONDITIONS FOR REMOTE SERVICES -Specific provisions applicable in case of REMOTE SERVICES

1. SCOPE

These Specific Terms and Conditions for Remote Services apply to the extent Cryostar provides to the Client Remote Services.

Such Remote Services shall be conditioned upon, and subject to these Specific Terms and Conditions, which shall form an integral part of any order, agreement, understanding or arrangement therefor.

2. PERFORMANCE OF REMOTE SERVICES

A. Cryostar provides the Remote Services, with respect to the Goods in accordance with the terms and conditions as stipulated hereunder

B. Client shall use its own personnel, to perform the Works and Services in respect of Goods.

C. Client shall cooperate fully and to the extent necessary with Cryostar and provide any assistance to Cryostar to ensure that Cryostar is enabled to provide the Remote Services, and Client will, likewise, require its personnel to cooperate fully and to the extent necessary with Cryostar and designate a representative with whom Cryostar may have direct contact.

D. Client acknowledges that, during the course of providing Remote Services, Cryostar may, at its sole discretion, modify, add or remove any feature of the Services from time to time without prior notice or recommend that the Services/ works shall be changed or supplemented.

E. Cryostar shall be entitled to refuse, cancel or suspend any Remote Services if, in Cryostar's opinion, an on-site intervention is necessary.

3. CLIENT'S ADDITIONAL OBLIGATIONS

A. Client shall comply with all rules, regulations, recommendations, arising out of the performance of Remote Services and provided for by Cryostar.

B. Client shall ensure cooperation and compliance

of its employees to all rules, regulations and recommendations provided for by Cryostar.

D. Client's personnel to be provided and teamed with Cryostar's Representatives during Remote Services shall have all required habilitations and certifications to perform the works and shall be professional suitable, qualified experienced and proficient in the English language

E. Cryostar has the right to suspend the performance of the Remote services and its obligations under the Order if it is reasonably clear from the circumstances that Client will not be able to perform its obligations as stated in the Order and these STC. Cryostar shall have the right to require Client to remove forthwith any of Client Personnel who, in the opinion of Cryostar: (1) misconduct themselves; or (2) are incompetent or negligent in the proper performance of their duties; or (3) fail to comply with any of Cryostar's recommendations or persist in any conduct which is contrary to or inconsistent with Cryostar's recommendations.

F. Provision of the Remote Services by Cryostar shall not require any access to the Client's information technology environment and computer systems, and, therefore, Cryostar shall not be liable for, and the Client hereby releases Cryostar from, any claim of unauthorized access to the Client's information technology environment, or for unauthorized access to, or alteration, theft or destruction of the Client's or any third party's data files, programs, procedures or information through accident, intentional misconduct, or any other method, or for violation of the Client's network security policies and security violation response procedures, network security or security incidents, design or comprehensiveness of any security program or any security services including those provided by other providers or professionals chosen by the Client.

4. WARRANTY (Remote services)

A. Cryostar warrants that the Remote Services shall be carried out in a good, workmanlike manner.

B. Client acknowledges and agrees that the Remote Services are not intended and shall not replace any physical services, intervention, inspections or maintenance of Goods required by applicable law, manual operations, or technical specifications, or recommended by Cryostar regarding use and maintenance recommendations for Goods or as a result of physical inspection.

Therefore, Cryostar is not providing any warranty herein, express or implied, with respect to the Remote Services and hereby expressly disclaims any warranty, express or implied, with respect to these Remote Services.

Cryostar hereby disclaims any liability related to works performed by the Client or its subcontractors, and associated consequences. Cryostar's instructions and advice shall not relieve the Client of responsibility for the technical, proper and efficient management of its installation(s), the Goods and the Works for which Cryostar provides assistance and Cryostar shall not be liable.

C. Notwithstanding the foregoing and notwithstanding any provisions in GSC with regard to Cryostar's limitation of liability, Cryostar shall only be responsible for deficiencies related to Remote Services, if it can be proved that such deficiencies are solely and directly attributable to the fact that Cryostar's personnel has acted with Gross Negligence in the course of the Remote Services. Gross Negligence shall in respect of these Conditions be construed as a conscious and voluntary act or omission of a party in reckless disregard of a legal duty which fundamentally, seriously and substantially deviates from a diligent course of action and which is in reckless disregard of or indifference to the direct and harmful consequences to the other party ("Gross Negligence").

E. Any data relating to the Goods and/or its usage remotely collected and/or processed by Cryostar, and/or any other data provided by Cryostar to the Client shall be created by Cryostar and provided to the Client on "as is" and "as available" basis and without warranties of any kind, express or

implied, made in relation to the correctness, accuracy or reliability of such Goods.

F. This warranty clause represents the sole and exclusive warranty given by Cryostar to the Client with respect to the Remote Services, and is in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for particular purpose.

5. INTELLECTUAL PROPERTY

Nothing contained in these Terms and Conditions or any other agreement or understanding between the Parties shall be construed as transferring from one Party to the other any Intellectual Property Rights.

The Intellectual Property Rights of the Supplier with respect to the Remote Services shall remain the exclusive property of Cryostar.

Client Signature

_____ Date _____