more than CRYOGENICS

General Sales Conditions

1 General

1(1) These General Sales Conditions shall apply to all sales of goods, including any engineering documentation, operation and maintenance instructions or manuals ("**Goods**"), by CRYOSTAR SAS a company organized and exiting under the laws of France, with registered office in Zone Industrielle – Hesingue 68220 ("**the Seller**"). With regard to the provision of any engineering, consulting, erection or supervision of erection, remote support services, and hotline services or any other services by the Seller ("**Services**"), these General Sales Conditions shall apply as supplemented by the Seller's Service Terms and Conditions ("**STC**"). Any general purchase conditions of the Buyer, additions to, or deviations or changes from, these General Sales Conditions, additional guarantees, warranties, and agreements shall bind the Seller only to the extent that they are confirmed in writing by the Seller in the contract documents pertaining to the respective sale (the "**Contract**").

1(2) Any trade terms mentioned in the Contract shall be construed according to the latest edition of the ICC INCOTERMS in force at the date of formation of the Contract.

2 Product Information, Drawings and Description

2(1) Any prices, data and technical information included in the Seller's catalogues, estimates, advertising materials, price lists or technical brochures as well as all documents pertaining to the Seller's offer such as, but not limited to, drawings, descriptions, weights, and measurements are given for approximate guidance only. They shall only be binding to the extent expressly incorporated into the Contract.

2(2) The Seller reserves the right to change the price, shape, size or substance of devices, machinery, machinery elements, or spare parts, drawings, lists and technical description which are contained in the Seller's catalogues, estimates, advertising materials, price lists, technical brochures or any other documents.

3 Confidentiality

3(1) Any inventions, designs, engineering documentation, computer programs, software, drawings, specifications, operating instructions, maintenance instructions, manuals, and other technical documents or data related to the Goods or their fabrication, including without limitation, any deliverables and any commercial information or data, (the "**Confidential Information**") furnished by the Seller to the Buyer prior or subsequent to the formation of the Contract shall be held by the Buyer in strict confidence. Such obligations of confidentiality shall survive termination and cancellation of the Contract for a period of fifteen (15) years.

3(2) Under the Contract, the Buyer shall have the right to use the Confidential Information solely for the purpose of installation, erection, operation, and maintenance, of the Goods. The Buyer shall have no right to use the Confidential Information for any purpose other than the purposes expressly specified above. The Buyer shall not reverse engineer, or attempt to reverse engineer, any of the Goods.

3(3) The Buyer shall not disclose any Confidential Information to any person, entity, or company, including without limitation its own personnel and any third party, except on a strict need-to-know basis to any person, entity or company, to the extent they require access to the Confidential Information for the purposes specified above and to the extent they are properly bound to obligations as to confidentiality, and restricted use, at least as stringent as the obligations set out in this section 3.

3(4) The Confidential Information shall be and remain the intellectual property of the Seller or its sub-suppliers (as the case may be).

3(5) Notwithstanding any other provision in the Contract, the Buyer shall not disclose any Confidential Information,

(a) to a Denied Party (as defined under section 20), or

(b) to any direct competitor of the Seller. For the purpose of this clause, any person, entity or company (1) involved in the manufacture, or sales, or engineering, or marketing or importation or distribution, of any equipment similar to the Goods; or (2) providing services on such equipment, shall be considered as a direct competitor of the Seller.

4 Order Effective Date and End-user Certificate

4(1) The Contract shall become effective, as applicable, (the "**Effective Date**"):

(a) in case of receipt of Buyer's order, on the date of issuance of the order confirmation by the Seller; or

(b) if a sale and purchase agreement is signed by the parties, on the date when both parties have signed such agreement,

provided nonetheless that to the extent the scope of work of the 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.

4(2) Promptly upon the Effective Date, the Buyer shall provide the Seller with a written statement, in the form required by the Seller, setting forth (i) the particulars of the application and ultimate use of the Goods as well as (ii) the final destination, the identity of the end-user of the Goods and any other information regarding such end-user as may be requested by the Seller ("**End-user Certificate**"). The Buyer shall also provide the Seller with the latest shareholders structure (including the ultimate beneficial owner(s)) of the Buyer and of the End User, promptly upon request of the Seller. The End-User Certificate, whether issued before or after the Effective Date, forms an integral part of the Contract.

5 Scope of Work

5(1) The scope of supply of the Goods shall be as specified in the Seller's order confirmation or as set out in the sale and purchase agreement (as applicable).

5(2) For the avoidance of doubt, the Seller shall be under no obligation to provide the Buyer with any environmental measurements or calculations.

5(3) Any design changes, or other changes to the requirements of the Contract, requested by the Buyer must, to become binding for the Seller, be agreed in writing.

6 Price and Payment

6(1) The price basis shall be FCA Seller's warehouses or premises. All prices are excluding any value added tax.

6(2) Any taxes, duties, customs duties, or other charges arising outside the Seller's country as well as any value added tax, if applicable, shall be for the account of the Buyer.

6(3) The prices as specified in the Contract shall remain firm for a period of three (3) calendar months from the delivery date agreed in the Contract and shall thereafter be subject to monthly adjustment in accordance with the "*Indice des prix de production de l'industrie française*" for the concerned Goods if delivery is delayed for reasons not attributable to Seller.

6(4) The price shall be paid to the Seller without any deduction, in accordance with the payment terms as set forth below:

(a) 50% of the Contract price as down payment upon the Effective Date; and

(b) 50% of the Contract price before shipment, upon notice of readiness for delivery.

Invoices are payable at sight.

6(5) The Buyer shall have no right to off-set any amounts owed (or to become due and owing) to the Seller, whether under the Contract, under law or otherwise against any amount owed (or to become due and owing) to it by the Seller.

6(6) If the Contract requires payment by letter of credit, the Buyer shall procure such letter of credit in favour of the Seller through a first-class international bank which is not a Denied Party and which is approved by the Seller. The letter of credit shall be opened, in a form and with a content satisfactory to the Seller, no later than thirty (30) days after the Effective Date. The amount covered by the letter of credit shall be payable at sight against the documents specified in the relevant payment terms of the Contract. The letter of credit shall be opened in the currency of the Contract, shall have a minimum validity of three (3) months after expiry of the delivery time specified in the Contract and shall be extended if necessary. Moreover, the *Uniform Customs and Practice for Documentary Credits*, 2007 revision, ICC Publication N° 600, shall apply. All expenses connected with opening, amending, confirming (if any), negotiating, and maintaining of the letter of credit shall be borne by the Buyer.

6(7) If the Contract requires the Buyer to provide any bank guarantees, the Buyer shall provide such bank guarantees as first written demand bank guarantees of payment, or stand-by letters of credit, covering the price of the Goods, and Services (if applicable), issued by a first-class international bank, and advised through a first-class international bank, approved by the Seller. Neither the issuing nor the advising bank must be a Denied Party. Such first written demand bank guarantees of payment or this stand-by letters of credit shall be issued no later than thirty (30) days after the Effective Date in the currency of the Contract, shall have a minimum validity of three (3) months after the maturity date of the last payment and shall be extended if necessary. Moreover, the *Uniform Rules for Demand Guarantees* (URGD), 2010 revision, ICC Publication N° 758, shall apply for first written demand bank guarantees of payment and *Uniform Customs and Practice for Stand-by Letter of Credits*, 1998 ICC Publication N° 590 shall apply for stand-by letters of credits. All expenses connected with issuing, amending, confirming (if any), negotiating, and maintaining of the first written demand bank guarantees of payment or the stand-by letters of credit shall be borne by the Buyer.

7 Packing

7(1) The Seller shall provide for packing reasonably securing the Goods against damage during transit. Seller will apply International Standards for Phytosanitary Measures No. 15 (ISPM 15 / NIMP 15). Specific packing requirements by the Buyer deviating from the requirements of the Contract will be subject to charge in addition to the Contract Price.

7(2) No packing materials shall be returned to the Seller.

7(3) The Buyer shall ensure that the Goods remain packed and thoroughly protected under roof until installation.

8 Testing

8(1) Any testing of the Goods required by the Contract shall be carried out during regular working hours at the Seller's workshop, or any other place designated by the Seller, and shall be carried out in accordance with general practice in Seller's branch of industry in the country of manufacture.

8(2) The Seller shall notify the Buyer of the time and the place where the tests will be carried out in due time to permit the Buyer witness the tests. If the Buyer fails to attend, or to be represented, at any test, then the Seller is entitled to carry out the relevant test in the absence of the Buyer or its representative. If the Buyer is not represented, the test report will be sent to the Buyer and shall be deemed correct.

8(3) If testing shows the Goods not to be in accordance with the Contract, the Seller shall remedy any deficiencies in order to ensure that the Goods comply with the Contract. Repeat tests shall then be carried out at the Buyer's request except in case the deficiency was not material.

9 Delivery Time

9(1) The agreed delivery time shall be deemed met if, within the time for delivery (or on or before the date for delivery, as applicable), (i) the Goods have been delivered according to the agreed trade term or, (ii) if delivery is delayed for reasons not attributable to the Seller, the Seller has notified Buyer that the Goods are ready for shipment. Partial delivery shall be allowed. Early delivery shall be allowed.

9(2) Where the Contract does not specify a calendar date (or calendar dates) as the time(s) for delivery, the delivery time shall commence when the Seller has received (i) the first downpayment which is due at order placement (if applicable) and (ii) the End-user Certificate pursuant to section 4(2).

9(3) The Seller shall be under no obligation to commence, or continue, performance, or make any deliveries, under the Contract before the Buyer has provided the End-user Certificate pursuant to section 4(2).

10 Delay

10(1) If the Buyer fails to pay any sums by the due date, the Seller shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8%age

points above the legal base interest rate applicable in France. Without prejudice to the foregoing, and in accordance with the Act 2012-387 dated 22 March 2012 on the simplification of the law and easing of administrative procedure, set by Decree on 2nd of October 2012, the amount of the flat-rate for collection fees in case of late payment is set at forty (40) Euros, provided however that if the actual collection costs exceed forty (40) Euros, the Seller may claim additional compensation, upon production of supporting documents.

10(2) In case of failure of the Buyer (i) to pay any sums due, (ii) to provide any letter of credit required under the Contract, or (iii) to provide any bank guarantees or other payment security required under the Contract, or (iv) to provide the End-user Certificate, or information regarding the shareholder structure pursuant to section 4(2), the Seller shall be entitled, by notice in writing to the Buyer, to suspend or slow down performance of any or all of its obligations under this Contract and the Seller shall be entitled to extend the delivery time(s) by the delay resulting from such suspension or slow-down (including time for de- and re-mobilization). In case of any such suspension or slow-down, or if delivery of the Goods is delayed due to reasons not attributable to the Seller, the Buyer shall pay to the Seller, as a debt due, any cost in connection with such suspension, such as but not limited to, cost for de- and remobilisation, storage, preservation of the Goods, price increase of the Seller and subcontractor or suppliers. Furthermore, the Seller shall be entitled to overhead and reasonable profit on such cost.

10(3) If delivery is delayed due to reasons not attributable to the Seller, the Buyer shall nevertheless make such payments as are conditional on delivery, on the agreed delivery date as if the Goods had been delivered. The Seller shall arrange for storage of the Goods at the risk and cost of the Buyer. The first one (1) month of storage following the agreed delivery date shall be provided free of charge. Thereafter, the Buyer shall pay a storage fee equal to one percent (1%) of the Contract value for each commenced month of storage, including any part thereof.

10(4) If the Buyer fails to complete any of its material obligations, including without limitation payment of any amounts due, provision of any letter of credit or any bank guarantees or other payment security, or provision of the End-user Certificate, or information as to shareholder as requested by the Seller, pursuant to section 4(2), within three (3) months after the time specified in the Contract, (or where the Contract does not specify any such period, after the time reasonably determined by the Seller), the Seller shall be entitled to terminate the Contract by written notice to the Buyer and to claim compensation for work performed and other loss the Seller has incurred. In no event shall such termination entitle the Buyer to a refund of any downpayments.

11 Passing of Risk and Taking Over

11(1) Subject to the subsequent sub-section, the risk of loss of, or damage to, any parts of the Goods shall transfer to the Buyer upon delivery of such parts of the Goods according to the agreed trade term. This shall apply independent of any Services to be performed by the Seller.

11(2) If shipment is delayed due to circumstances not attributable to the Seller, the risk shall pass on the date of the Seller's notice of readiness for shipment for the Goods.

11(3) Without prejudice to its rights under section 13, the Buyer shall take delivery of the Goods, even if the same show minor deficiencies.

11(4) The Buyer shall diligently check the Goods on arrival and exercise, if necessary, any means of redress against the carrier, even if the shipment is effected free.

12 Reservation of Title

12(1) To the extent permitted by law, the Goods shall remain the property of the Seller until paid in full. If such retention of property is not valid or enforceable under such law, the Seller reserves, and may exercise at its sole discretion, any other right related to the Goods as permitted by such law.

12(2) The Buyer shall at the request of the Seller provide assistance in taking any measures necessary to protect the Seller's title to the Goods or any such other rights. In these cases, the Buyer shall not grant any pledge or lien or other right or transfer title in the Goods to any third party. If the Goods are seized by any third party, or a pledge or lien is granted by court order to such third party, the Buyer shall notify the Seller immediately.

13 Liability for Defects of the Goods

13(1) The Seller shall rectify any defects in the Services or the Goods attributable to Seller at its sole discretion, by completing, replacing or repairing the defective part of the Goods, or reperforming the defective Services, as applicable, subject to the following provisions:

(a) The Buyer must have notified the Seller of the defect promptly when it has been, or could reasonably have been, detected. The warranty is excluded and the Seller shall not be liable for (1) any defects which are not promptly notified to the Seller, and (2) any defect resulting from such failure to notify the Seller promptly

(b) Repair or replacement of any defective parts of the Goods shall take place in the Seller's workshop after the Buyer has, at its own costs, returned the defective Goods unless, in the reasonable opinion of the Seller, rectification of the defect must be carried out on site due to the nature of the defect or the location of the defective part of the Goods in which case the Buyer shall ensure proper access to the Goods and shall be responsible for, and bear any costs resulting from, travel costs, preliminary work and research, work required to provide direct access to the defective Goods (including cranes and tackles), dismounting and disconnecting the defective Goods from the rest of the installation or from other equipment not supplied by the Seller, as well as remounting and reconnecting the repaired or replaced Goods with the Buyer's installation or other equipment not supplied by the Seller.

(c) Replacement parts shall be delivered to the Buyer on the trade term applicable to delivery of the Goods.

(d) The Seller shall not be liable for normal wear and tear or for defects caused by circumstances out of the Seller's control such as but not limited to faulty or negligent erection, start-up, operation, treatment, maintenance, civil works, or chemical, electrochemical or electrical influences, material supplied by the Buyer or designs provided or requested by the Buyer, deviations from the conditions for location or operation stipulated in the Contract or to be reasonably expected.

(e) The Buyer shall grant to the Seller the necessary time and opportunity to effect any repairs or replacement.

(f) If the Seller fails to remedy any defect for which it is responsible within a reasonable time, the Buyer may fix a final reasonable period for remedying the defect. If the Seller fails to remedy such defect within that time, the Buyer may, subject to prior notice to the Seller, remedy the defect by itself and the Seller shall reimburse the Buyer for any necessary and verifiable cost. The Seller shall bear no responsibility for such remedial work.

(g) The Seller shall not be liable for any loss or damage to the extent the Buyer fails to perform any action required to secure relevant claims against the carrier, or other parties involved in the transportation of the Goods, for such loss or damage according to the applicable law.

(h) The Seller shall not be liable for any defects, including without limitation latent defects, notified after expiry of the Warranty Period (as specified below).

(i) Any replaced parts shall be returned to the Seller immediately upon replacement and shall become the Seller's property.

13(2) The warranty period shall be (as the case may be) (the "**Warranty Period**"):

(a) For Goods which are sold, but not produced, manufactured or assembled, by the Seller: six (6) months from delivery of the Goods, or where delivery is delayed due to reasons not attributable to the Seller, twelve (12) months from Seller's notice of readiness for shipment, whichever period expires first.

(b) For Goods which are produced, manufactured or assembled by the Seller: twelve (12) months from putting the Goods into operation or eighteen (18) months from delivery (or where delivery is delayed due to reasons not attributable to the Seller, from Seller's notice of readiness for shipment), whichever period expires first.

(c) For replaced or repaired parts of the Goods in the frame of a warranty case: twelve (12) months from completion of the repair or replacement or twelve months from the end of the initial Warranty Period (whichever period expires first).

(d) For Services: the warranty period shall be as per clause 6 and Appendix A clause 4 of Seller's Service Terms and Conditions.

13(3) Without prejudice to section 16(2), the remedies as specified in this section 13 are the Buyer's sole and exclusive remedies for defects in the Goods or the Services (including such defects as may result from errors in any operation and maintenance instructions or manuals) and all other remedies available to the Buyer for defects in the Goods or Services, whether at law, in contract or otherwise are hereby waived.

14 Patent Indemnity

In the event that the Goods or any part thereof when properly used by the Buyer are subject to intellectual property rights of a third party, the Seller shall at its option, and to the exclusion of any further claim, either make available to the Buyer the rights in question, or modify the Goods at its own cost so as to make it not infringing, or defend the Buyer from such suit or action against the Buyer for infringement of third party intellectual property rights, always provided, however, that

(a) the Buyer shall have given to the Seller prompt and timely notice of any such alleged infringement, suit or action;

(b) the Buyer provides reasonable support to the Seller in defending against such suit or action, and makes the Goods available for modification;

(c) the Buyer does not admit the alleged infringement, settle or compromise any such suit or action, without the Seller's prior written consent and that the defense shall be under the direction of the Seller;

(d) the infringement is not due to an instruction of the Buyer; and

(e) the alleged infringement is not due to any unauthorized modification, expansion, or use of the Goods.

15 Force Majeure

15(1) Neither party shall be liable to the other party for its failure to, or delay in, performing its obligations under the Contract (except any obligation to pay money) to the extent that such performance is impeded or made unreasonably onerous by any event or circumstance not under the party's reasonable control and, if the event or circumstance occurred prior to the Effective Date, to the extent its effect on the performance of the Contract could not have been reasonably foreseen at the Effective Date, such as, but not limited to: Industrial disputes, strike or lockout except if limited to Seller's personnel, fire, storm, earthquake, flood, natural disaster, accidents, shipwreck, war (whether declared or not), military mobilization, insurrection, acts of terrorism, kidnapping and other criminal assaults against the Seller's personnel, transport accidents, requisition, seizure, embargo, government action, restrictions in the use of power, casting rejects, serious diseases, epidemics, pandemics, and associated consequences of any of the above, and defects or delays in deliveries by sub-suppliers or subcontractors caused by any such circumstances referred to in this clause.

15(2) The Seller shall be exempted to fulfil any of its obligations under or in connection with the Contract if and to the extent that the performance of such obligation is in violation of or otherwise inconsistent with any applicable law.

15(3) Should any delay be caused by force majeure as per section 15, the Seller shall be entitled to extend the delivery time to account for the delay resulting from such force majeure. The same shall apply, if delay is caused by any delay of the works of any sub-suppliers of the Seller caused by force majeure.

15(4) The party claiming to be affected by force majeure shall as soon as reasonably practicable notify the other party in writing of the occurrence and on the termination of such circumstance.

15(5) If force majeure prevents or delays the fulfilment of any of the Buyer's obligations, the Buyer shall compensate the Seller for expenses incurred in securing, storing, and protecting the Goods.

15(6) Either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under this clause for more than six months. In such event, the Buyer shall pay to the Seller such part of the Contract Price which is, as reasonably determined by the Seller, proportionate to the progress, and the stage of completion, of the work. In no event shall such termination entitle the Buyer to a refund of any downpayments.

16 Termination by the Buyer

16(1) Termination for delay. If, for reasons solely attributable to the Seller, delivery of the Goods is delayed beyond the relevant delivery time(s) set out in the Contract, the Buyer may notify the Seller stating a reasonable period with the express statement that the Buyer will refuse to take delivery after the expiry of the said period. If the Seller fails to meet such period due to its fault, the Buyer may terminate the Contract. The Buyer's right to terminate the Contract shall be limited to the delayed part of the Goods except if partial acceptance of the Goods cannot reasonably be expected from the Buyer.

16(2) Termination for Defect. If the Seller fails to remedy any defect in the Goods for which it is responsible within a reasonable period stated in a written notification of the Buyer to that effect, or if it is impossible to remedy such defect, the Buyer shall be entitled to a reasonable reduction of the Contract price. If this is not reasonably acceptable for the Buyer because of the nature of the defect, the Buyer may terminate the Contract. Buyer's right to terminate the Contract shall be limited to the defective part of the Goods except if partial acceptance of the Goods cannot reasonably be expected from the Buyer.

16(3) Termination for convenience. The Buyer may terminate the Contract, in whole or in part, for convenience. Upon receipt of the Buyer's notice of termination for convenience, the Seller shall cease all performance under the Contract as specified in the Buyer's notice. In the event the Buyer terminates the Contract for convenience, the Seller shall be entitled to claim the cost resulting from such termination including without limitation, as reasonably assessed by the Seller: (i) for engineering, manpower, workmanship, and raw materials incurred up to the date of receipt of the notice of termination; (ii) for amending or terminating existing bank commitments related to the Contract; (iii) resulting from claims of the Seller's subcontractors or suppliers in connection with the termination, (iv) for waste disposal. In addition, the Seller shall be entitled to reasonable overheads and profit on all such cost. In no event shall such termination entitle the Buyer to a refund of any downpayments.

17 Limitation of Liability

17(1) THE REMEDIES OF THE BUYER AS SET FORTH IN THE CONTRACT ARE EXCLUSIVE. THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS OR GUARANTEES BY SELLER OTHER THAN THOSE SET FORTH IN THE CONTRACT, AND NO WARRANTIES OR GUARANTEES BY SELLER (OTHER THAN WARRANTY OF TITLE) SHALL BE IMPLIED OR SHALL ARISE OR BE CREATED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

17(2) THE SELLER'S TOTAL AND AGGREGATE LIABILITY ARISING UNDER, OUT OF, OR IN CONNECTION WITH THE CONTRACT OR ANY BREACH THEREOF, SHALL UNDER NO CIRCUMSTANCES EXCEED 10% (TEN PER CENT) OF THE CONTRACT PRICE INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR LOSS OF, OR DAMAGE TO, PROPERTY OF THE BUYER, ANY LIABILITY FOR LOSS OR DAMAGE CAUSED BY DELAY, AS WELL AS ANY INDEMNITY OR STRICT LIABILITY.

17(3) ANYTHING IN THE CONTRACT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER, WHETHER BY REASON OF BREACH OF CONTRACT OR OF STATUTORY DUTY OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR STRICT LIABILITY, OR INDEMNITY, FOR LOSS OF PRODUCTION, ADDITIONAL PRODUCTION COSTS, LOSS OF PROFITS, LOSS OF USE, LOSS OF CONTRACT OR FOR ANY FINANCIAL OR ECONOMIC LOSS, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY DESCRIPTION.

18 Arbitration, Governing Law

18(1) If not settled amicably within a reasonable time period, all disputes arising out of or in connection with the Contract shall be finally and exclusively settled by arbitration in accordance with the *Rules of Arbitration* of the International Chamber of Commerce by one or more arbitrators nominated in accordance with the said rules. The arbitration shall be held in Paris, France in the English language.

18(2) The Contract shall be governed by and construed in accordance with French law, excluding its rules for the conflict of laws and the Vienna UNCITRAL *Convention on the International Sales of Goods* (CISG).

19 Change in Law

Any impact (e.g., cost, delay, or performance) resulting from recommendations or requirements imposed by authorities or from any change in applicable laws, statutes, codes, rules, directives, orders or regulations, including, without limitation, administrative practices, policies and procedures, and safety requirements occurring after the Effective Date shall be borne by the Buyer.

20 Trade Compliance

20(1) For the purpose of this clause, the following definitions shall apply:

(a) "person" shall include natural persons, legal entities, firms, corporations, and government bodies.

(b) "Trade Restriction" any sanction or export control restriction imposed or administered by a Sanctions Authority.

(c) "Denied Party" shall mean a person who is subject to Trade Restriction, to whom the Seller cannot directly or indirectly provide economic resources, or with whom the Seller cannot otherwise deal. This includes, without limitation, any persons listed on: (a) the EU CFSP list; (b) the US Commerce Department's Denied Persons List, Entity List or Unverified List, or (c) the US Treasury Department's List of Specially Designated Nationals and Blocked Persons (OFAC SDN List). A person, who controls, is controlled by or is

under common control with one or more Denied Party, either individually or in the aggregate, shall itself also be considered as a Denied Party

(d) "Sanctions Authority" means any authority, agency or body of the European Union (or one or more of its member states), the United States of America, the United Nations, the United Kingdom or any other applicable jurisdictions.

20(2) The Buyer warrants and represents that

(a) it will strictly comply with any Trade Restriction

(b) it has read, understood, and that it will comply with, the substantial principles of the Seller's Code of Business Integrity (the "CoBI"), which can be found at www.cryostar.com/ethics.

(c) it will not cause the Seller to directly or indirectly (i) deal with a Denied Party at any time or (ii) breach a Trade Restriction.

(d) the End User Certificate is true and accurate and that as of the Effective Date, neither the Buyer nor the End-User (if applicable) is a Denied Party. The Buyer shall notify the Seller in writing without delay whenever the Buyer or the End User becomes a Denied Party or whenever any statement in the End-user Certificate no longer represents the facts. In such case the Buyer shall promptly provide the Seller with a revised End-user Certificate and with any additional information requested by the Seller with regard to the revised End User Certificate.

(e) it will not directly or indirectly sell, re-export or otherwise provide the Goods or any information or intellectual property right linked thereto

i. to a Denied Party, or for the use in, a location subject to Trade Restrictions, including, without limitation Venezuela, Cuba, Iran, North Korea, Syria, the Russian Federation, Belarus, Crimea or Sevastopol, Luhansk, Donezk or any other sanctioned region, including the countries and regions mentioned in Regulations (EU) 692/2014, 2022/263, 765/2006 as amended, or

ii. for any illegal purposes according to a Trade Restriction or to the CoBI, or for the following final purposes, and their development: nuclear, chemical, biological, ballistic or military activities; terrorist activities; or activities involving repression of the population or human rights violations

20(3) The Seller will not proceed with any sale (including any activities in connection with it) which is likely to directly or indirectly lead to a breach of a Trade Restriction or of the CoBI. Where the Seller has sound and reasonable grounds to believe that

(a) the Buyer has breached any of the obligation contained in this section 20, or

(b) the performance of any of Seller's obligations under this Contract becomes directly or indirectly affected as a result of a Trade Restriction, including where the relevant Sanctions Authorities do not grant necessary permits or approvals for export of any deliverables under the Contract,

(c) the Seller or any of its affiliates would be subject to material financial consequences or other material restrictions, imposed or enforced by a Sanctions Authority, were the Seller to perform any of its obligations under this Contract,

the Seller is entitled (i) to suspend or terminate the Contract, without further liability and with immediate effect, at any time by notice in writing to the Buyer, and/or any on-going sale agreement with the Buyer and (ii) to withdraw any proposal or quotation, without any further liability for the Seller. In such cases, the Seller shall not be deemed in breach of the Contract for failure to perform or fulfil its obligations under the Contract.

20(4) In the event of suspension or termination pursuant to section 20(20(3)), (i) the Buyer shall reimburse to the Seller any cost in connection with the suspension or termination, such as, without limitation, work already performed, storage, de- and remobilisation, suspension or cancellation cost for subcontracts, increase of procurement costs, (plus reasonable overheads and profits on all such costs) and (ii) in case of suspension the schedule and delivery time shall be automatically extended for the respective period of suspension plus an additional restart period.

20(5) Without prejudice to the Seller's rights pursuant to section 20(20(3)) and 20(20(4)) and to the extent permitted by Trade Restrictions, the Seller and the Buyer may mutually evaluate, if a continuation of the Contract in a different setup is possible. In such case, the Buyer will agree to the Seller's reasonable change order proposal including extension of time and additional cost.

20(6) Further, the Buyer shall defend, indemnify and hold the Seller harmless from any losses, damages, expenses, costs, liabilities or claims (including attorneys' fees) arising out of or in connection with the breach of any obligation contained in this section 20.

21 Miscellaneous

21(1) Survival. The following provisions shall survive termination or cancellation for any cause: section 3(1) (Confidentiality), section 12 (Reservation of Title), section 17 (Limitation of Liability), section 18 (Arbitration, Governing Law), section 19 (Change in Law), section 20 (Trade Compliance), section 21 (Miscellaneous).

21(2) Non-exclusive remedies. For the avoidance of doubt, any of the Seller's rights under the Contract are in addition to any other rights or entitlement the Seller may have, not mutually exclusive, and may be enforced by the Seller in addition to any rights the Seller may have under the applicable law.

21(3) Severability. Should any provision in these General Sales Conditions, or in the Contract, prove to be void, unenforceable, ineffective or inoperable, the validity of the remaining provisions shall not be affected. The Buyer and the Seller shall in such a case be obliged to replace the respective provisions by valid and operative provisions which meet as closely as possible the purpose of the original provision.