

Chart International, Inc. Terms & Conditions of Sale

1. General The terms and conditions contained herein, together with any additional or different terms contained in the final, written proposal issued by Chart International, Inc. ("**Chart**"), and submitted to Buyer, if any (which proposal shall be incorporated herein and control over these terms and conditions to the extent it contains any conflicting terms and conditions), constitute the entire agreement (the "**Agreement**") between the parties with respect to the subject sale. Acceptance by Chart of Buyer's purchase order and Buyer's acceptance of Chart's proposal is expressly limited to and conditioned upon Buyer's acceptance of these Terms & Conditions of Sale, which may not be changed or waived except in writing signed by Chart. Any additional, inconsistent or different terms and conditions contained in Buyer's purchase order or other documents supplied by Buyer are hereby expressly rejected. Unless the context otherwise requires, the term "**Equipment**" as used herein shall mean all goods, equipment, parts, accessories, and software sold to Buyer by Chart. Unless the context otherwise indicates, the term "**Services**" as used herein shall mean labor, supervision, repair, installation, refurbishment, reconditioning, and project engineering services provided by Chart. As used herein, the term "**Buyer**" shall mean only the party issuing the purchase order to Chart for Equipment or Services, regardless of whether or not the Buyer is the end user of the Equipment or Services.

2. Payment Terms and Invoices Payment terms are net 30 days, except that all payments made by credit card are due at the time of order placement. Amounts not paid by Buyer when due shall bear interest from the date payment was due to and including the date of payment at the rate of 3.0% per annum, or at the maximum rate permitted by applicable law, whichever is less. Payment of interest shall not excuse delay in, or failure of, payment of principal. Any checks returned for non-sufficient funds and any stopped or reversed payments shall be subject to a fee. If required by Chart, Buyer will cause an irrevocable letter of credit to be established in favor of Chart on a bank approved by Chart. Chart is entitled to charge any costs associated with the letter of credit to Buyer's account. Performance schedules are conditional upon receipt of the letter of credit within 30 days of award. Buyer agrees to furnish Chart with any requested credit information. Buyer's credit limit will be set at Chart's sole discretion and may be modified at any time based upon Buyer's credit risk as determined by Chart. In the event that Buyer's credit risk increases or Buyer fails to pay timely, Chart may suspend performance and/or require alternate payment methods. Buyer shall notify Chart of any items disputed in good faith relating to an invoice within 15 days after the invoice date in writing specifying the nature of the disputed item, but in no event is Buyer entitled to withhold or set off any invoiced amounts without Chart's prior written approval. In the event it becomes necessary for Chart to refer Buyer's account to a third party for collection or for Chart to take other enforcement action of this Agreement against Buyer, Buyer agrees to pay any and all attorney and arbitrator fees, lien filing fees, collection costs and legal expenses associated therewith incurred by Chart.

3. Taxes Federal, state, local, value added, sales and use, and other applicable taxes measured on the price of Equipment or Services in any legal system by any taxing authority are not included in the price unless otherwise agreed in writing by Chart. Notwithstanding anything to the contrary herein, the price and Delivery schedule of Equipment or Services may be equitably adjusted by Chart for the imposition of new or increases in existing tariffs or limitations on imports of aluminum, steel and other commodities and variations in labor and other costs and delays associated with those causes.

4. Time Limit All quotations are valid for a period of 30 calendar days, unless otherwise extended in writing by Chart. If this Agreement is delayed or suspended in whole or in part by Buyer for more than 60 days, pricing shall either be subject to re-negotiation or the Agreement may be deemed cancelled for Buyer's convenience and subject to Section 16, at Chart's sole option.

5. Acceptance Acceptance of Equipment occurs at point of Delivery. Acceptance of any Services provided hereunder occurs at completion.

6. Warranty Chart warrants to Buyer that all Equipment manufactured by Chart shall be free from defects in material and workmanship for a period of 1 year after initial use (or placement into storage) or 18 months after the date of shipment, whichever expires first, except that parts sold as spares or for replacement are warranted for 90 days after the date of shipment or until the expiration of the warranty offered by their original manufacturer, whichever expires first. All resale products and components only carry the warranty offered by their original manufacturer. Chart warrants Services against defects in workmanship for a period of 90 days from date of their completion. **Limitations.** These warranties do not cover Buyer-furnished designs, goods, equipment, services or materials and do not apply to any Equipment or Services or parts thereof which Chart determines: (1) to have been improperly installed or repaired; (2) to have been altered or modified in any way without Chart's prior written approval; (3) to have been subjected to misuse, abuse, excessive

external forces, negligence or accident; (4) to have been installed, stored, used, or operated in a manner contrary to Chart's instructions, specifications and drawings, outside the specified design conditions, or not used in accordance with normal operating and maintenance practices; (5) are purchased as used Equipment, a prototype or a sample; or (6) resulted from normal wear and tear, corrosion or erosion. Each of the foregoing shall act to void any existing warranty. Proper installation of normal maintenance parts does not constitute a modification. Buyer agrees to defend, indemnify and hold Chart harmless from any third party claims arising out of the use, resale, or lease of said furnished Equipment or Services.

7. Exclusive Remedy Should any failure to conform to the applicable warranties stated above occur during the warranty periods specified above, then Buyer shall appropriately decontaminate the Equipment and provide Chart with prompt written notice identifying the problem, but in no event shall such notice be more than 30 days after discovery of such failure. Provided that Buyer has fulfilled all of its obligations under the Agreement and complied with the procedures set forth in this Section 7, Chart shall inspect said Equipment within 10 business days after receipt of Buyer's notice. Chart's sole obligation, and Buyer's sole remedy, is for Chart to correct such nonconformity by, at Chart's option: (1) repair or replacement of the nonconforming Equipment or parts thereof; or (2) refund the purchase price of the nonconforming Equipment or parts thereof; and (3) in the case of nonconforming Services, re-perform the Services or refund the price therefor. Repairs or replacements made pursuant to warranty shall be warranted for the time remaining in the original warranty period or 30 days, whichever is longer. Chart will make all arrangements to either transport such Equipment to and from Chart's repair or factory facility or go to Buyer's site, at Chart's sole option; provided, however, that Chart shall not be responsible for providing working access to the defect, including disassembly and reassembly of Equipment or for transportation costs to and from Chart's repair or factory facility, all of which shall be at Buyer's risk and expense. If it is determined by Chart that such failure was not covered by the warranty stated above, then Chart will invoice Buyer, and Buyer agrees to pay, for all such inspection and other expenses. No Chart liability exists for Equipment or Services shown to be defective until such time as the Equipment and Services have been paid for.

8. Disclaimer *THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER CLAIMS OF RELIEF AND WARRANTIES OF QUALITY, PERFORMANCE AND DESIGN, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY CHART AND ALL EQUIPMENT MANUFACTURERS.*

9. Termination No termination by Buyer for default shall be effective unless, within 15 days after receipt by Chart of Buyer's written notice specifying such default, Chart fails to initiate and pursue correction of such specified default.

10. Excusable Delays The schedule for Delivery of Equipment and performance of Services will be modified for delays resulting from causes beyond Chart's reasonable control, including acts of God, war, terrorism, strikes, restrictions of the United States Government or other governments having jurisdiction, delays in transportation, earthquakes, floods, named storms, hurricanes, tornados, cyclones, typhoons or other natural disasters, or inability to obtain necessary labor, materials, or manufacturing facilities.

11. Delivery and Risk of Loss or Damage Unless otherwise agreed in writing by Chart, all domestic shipments are FCA Chart's plant and all international shipments are CPT port of destination, with responsibilities as defined in INCOTERMS 2010, and "**Delivery**" as used herein occurs in accordance with INCOTERMS 2010. Notwithstanding anything to the contrary, all lead times quoted and accepted by Chart shall be from the date Chart accepts Buyer's purchase order. If Chart agrees in writing to prepay transportation and transit insurance charges for the account of Buyer, then Chart is entitled to include shipping, handling and any transit insurance charges on its invoice. Buyer shall indemnify, defend and hold Chart harmless from any claims by freight carriers for Buyer's failure to pay freight charges. Claims for shortages in or damage to shipment shall be deemed waived unless made in writing and received by Chart within 10 days after receipt of Equipment by Buyer or its designated consignee. Delivery dates quoted are based on Chart's best estimate of a realistic time when shipment will be made, and are subject to change. Delivery dates will be confirmed on Chart's acceptance of any resulting order, and Chart will use its best efforts to meet such Delivery date. Chart may make early shipment or partial shipments and invoice Buyer accordingly. Despite any agreement with respect to delivery terms or prepayment of transportation or transit insurance charges, the risk of loss or damage shall pass to Buyer upon completion of Delivery or upon moving the Equipment into storage, whichever occurs first.

12. Laws, Codes and Standards Price and Delivery schedule are based on the applicable laws, codes, and standards stated in the Equipment specifications in effect as of the date of Seller's acceptance of the purchase order. If such laws, codes, and standards change, or if Purchaser changes the laws, codes, and standards stated in the Equipment specifications, and such change increases or decreases the cost of performing the work or impacts the Delivery schedule, then Chart will advise Buyer of the same, and the parties shall promptly negotiate in good faith and mutually agree upon any modification to the order resulting from any such change. Any local laws, statutes, codes or standards, or interpretations thereof that do not match national building codes are

hereby exempt from the Agreement unless written copies are presented by Buyer to Chart as additional specifications and accepted in writing by Chart as part of this Agreement.

13. Title Chart shall retain legal and equitable title to any Equipment until Buyer has paid for such Equipment in full, and Buyer shall complete and execute all documents required to this effect upon Chart's request and allow Chart to repossess the Equipment in the event of Buyer's failure to pay after receipt of written notice by Chart.

14. Installation Buyer shall install any Equipment furnished hereunder unless otherwise agreed to in a writing signed by Chart's duly authorized representative. If Chart agrees to perform installation, then Chart will take reasonable precautions to identify any obstructions or excavations relating to Chart's work performed hereunder, and will make reasonable efforts to warn vehicle and pedestrian traffic of the potential dangers involved. Notwithstanding the foregoing, Buyer acknowledges that Chart cannot be present at the job location at all times and Buyer agrees that Chart shall not be responsible for any property damage or personal injury (including death) (collectively, "**Damages**") to Buyer or its employees, or to any third party, directly or indirectly arising out of, resulting from, or related to any such obstructions or excavations that have been reasonably identified. Buyer further agrees that it shall indemnify, defend and hold Chart harmless from any claims, damages, losses, liabilities, costs, and expenses of any kind, including reasonable attorney's fees (collectively, "**Claims**") relating to the Damages except to the extent caused by gross negligence or willful misconduct of Chart's personnel, contractors or subcontractors. Buyer further agrees that Chart is not responsible for circumstances that may be deemed as acts of God or any damage that may result from the same. If any unanticipated conditions occur, then Chart will contact Buyer and advise Buyer of the conditions of change and of the additional costs involved. No additional work will be performed without written authorization from Buyer. Buyer agrees that all fees proposed for permitting are for Chart involvement in obtaining and securing permits for the scope of contracted work and that all monies due to the governing agencies issuing the permits are the sole responsibility of Buyer. Buyer may choose to reimburse Chart for the full costs of all permits, in which case, such costs will be charged to Buyer's account and Buyer shall pay the invoice for these costs net 30 days. Buyer will provide free and unrestricted access to Chart personnel, contractors, subcontractors and equipment necessary in order to complete the contracted work and general conditions as agreed by this Agreement. Chart's personnel, contractors and subcontractors will take reasonable precautions to minimize any damage to the property, but it is understood that in the normal course of work, some damage may occur, the correction of which is not part of this Agreement. Buyer accepts this risk and will not hold Chart's personnel, contractors or subcontractors responsible for any damages except to the extent caused by gross negligence or willful misconduct of Chart's personnel, contractors or subcontractors. In the event payments are not received in accordance with the terms of this Agreement, Chart is entitled to immediately suspend all work on the project and to charge de-mobilization and re-mobilization fees to Buyer's account. Prior to Chart resuming performance, all progress payment(s), de-mobilization and re-mobilization fees, and interest due shall be paid in full.

15. Field Service Field service will be provided on a per diem basis upon written authorization by Buyer and at Chart's rates in effect when such Services are provided. Buyer will provide free and unrestricted access to Chart personnel, contractors, subcontractors, equipment and any other personnel necessary in order for Chart to complete the contracted work.

16. Cancellation Cancellation of any order must be by written notice to Chart and will be subject to Chart's cancellation charges and fees including, but not limited to, all costs incurred through the date of cancellation, the cost for materials ordered that cannot be returned, return and cancellation fees, cost to process such cancellation, plus a reasonable profit.

17. Intellectual Property and Confidentiality All right, title and interest in any inventions, developments, improvements or modifications of the Equipment and Services made by Chart or Buyer as a result of the Agreement shall exclusively remain with Chart. Any design, reports, plans, drawings, standards, specifications or other information submitted to Buyer by Chart ("**Chart Documents**") shall remain Chart's exclusive property. Buyer shall not copy or disclose Chart Documents to any third party, and shall not use them for any purpose other than to install, own, operate, and maintain the subject Equipment or to use the Services, including use with any other project, or for the completion of the project contemplated by this Agreement by others. Chart Documents are not suitable for use on any other agreement or project and any reuse of Chart Documents without the express written consent of Chart will be at the sole risk of Buyer, and Buyer shall indemnify, defend and hold Chart harmless from any and all claims arising from Buyer's reuse of Chart Documents. Upon Chart's request at any time, Buyer shall promptly return all Chart Documents. If Chart's Equipment is held to infringe a United States patent in effect as of the date of this Agreement (other than any infringement resulting

from Chart's compliance with Buyer's designs, specifications or instructions or from the use of the Equipment in combination with other materials or the operation of any process), then Chart may at its option procure for Buyer the right to use the Equipment, modify or replace it with non-infringing Equipment; refund the purchase price allocable to the infringing Equipment, or settle or otherwise terminate said actions on behalf of Buyer. The foregoing is Chart's entire liability and Buyer's sole remedy for patent infringements of the Equipment. Buyer shall release, defend, indemnify and hold Chart harmless from all expenses, losses and other damages resulting from any actual or alleged infringement of intellectual property rights arising from Chart's compliance with Buyer's designs, specifications or instructions, from the use of the Equipment in combination with other materials, or from the operation of any process.

18. Assignment This Agreement may not be transferred or assigned by Buyer by operation of law or otherwise without the prior express written consent of Chart. A change in majority ownership or control of Buyer shall be deemed a transfer or assignment for purposes of this Section 18. Any transfer or assignment by Buyer of any rights, duties or obligations without Chart's consent shall be void.

19. Limitation of Liability *NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CHART, ITS AFFILIATES, SUPPLIERS AND SUBCONTRACTORS BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, COST OF DELAYS, OR FOR ANY PENALTIES, WHETHER ANY SUCH CLAIM FOR THE SAME IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CHART'S CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY CLAIMS WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, INDEMNIFICATION OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY DESIGN, SALE, INSTALLATION, OPERATION OR USE OF THE EQUIPMENT OR PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE PURCHASE PRICE PAID TO CHART BY BUYER FOR THE SPECIFIC EQUIPMENT OR PART THEREOF OR FOR THE SERVICES GIVING RISE TO THE CLAIM.*

20. Export Sales; Compliance with Trade Laws In no event shall Chart be required to export or deliver any technical information, data or Equipment if such export or Delivery is then prohibited or restricted by any law or regulation of the U.S. Government, including departments, agencies and sub-divisions thereof or of any other applicable governmental agency of any country having jurisdiction, including the country in which the Equipment or Services to be sold will be installed, used, or performed. Should Chart's performance of its obligations hereunder be prohibited by any applicable governmental agency, in whole or in part, or if the exportation or importation of the Equipment which is the subject of this Agreement be precluded because of the inability to obtain an export or import license within a reasonable time, as appropriate, then Chart's obligations hereunder shall be terminated at Chart's option, and Chart shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by Chart, Buyer accepts all responsibility for exporting and importing any Equipment sold hereunder outside of the U.S., will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by the U.S. or other government agencies, and paying all duties and taxes necessary for exportation and importation. Buyer agrees not to export, re-export or import any Equipment, technical information or data of Chart without full compliance with U.S. and other laws of countries having jurisdiction and shall cause the end user of Equipment or Services to comply with such applicable laws. Buyer warrants and represents that it is in full compliance with all such applicable export and import laws, including the International Traffic In Arms Regulations, the Export Administration Regulations, and all U.S. anti-boycott and embargo regulations, and Buyer shall provide Chart with such written assurances of compliance as requested by Chart from time to time. Specifically, Buyer agrees not to export, re-export, sell or lease any Equipment or components thereof or technical data supplied by Chart to a prohibited person, to a prohibited country, or for a prohibited use under the U.S. or any other applicable trade laws. Buyer agrees to indemnify and hold Chart harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Buyer's violation of applicable export and import regulations.

21. Export Sales; Compliance with Trade Laws In no event shall Chart be required to export or deliver any technical information, data or Equipment, including where such Equipment is for incorporation into customer's end-item ("**End Item**"), if such export or Delivery is then prohibited or restricted by any law or regulation of the European Union ("**EU**") or U.S. Government, including departments, agencies and sub-divisions thereof, or of any other applicable governmental agency of any country having jurisdiction, including the country in which the Equipment, End Item, or Services to be sold will be installed, used, or performed. Should Chart's performance of its obligations hereunder be prohibited by any applicable governmental agency, in whole or in part, or if the exportation or importation of the Equipment which is the subject of this Agreement be precluded because of the inability to obtain an export or import license within a reasonable time, as appropriate, then Chart's obligations hereunder shall be terminated at Chart's option, and Chart shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by Chart, Buyer accepts all responsibility for exporting and importing any Equipment sold hereunder and any End Item, will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by any applicable government agencies, and paying all duties and taxes necessary for exportation and importation. Buyer agrees to export, re-export or import any Equipment, End Item or components thereof, technical information or data of Chart

in full compliance with U.S. and other laws of countries having jurisdiction and shall cause the end user of any Equipment, End Item or components thereof, or Services to comply with such applicable laws. Buyer warrants and represents that it is in full compliance with all such applicable export and import laws, including U.S. Sanctions Regulations, the EU trade laws and regulations, the International Traffic In Arms Regulations, the Export Administration Regulations, and all U.S. anti-boycott and embargo regulations (collectively, "**Trade Regulations**"), and Buyer shall provide Chart with such written assurances of compliance as requested by Chart from time to time. Specifically, Buyer agrees not to export, re-export, sell or lease any Equipment, End Item, or components or technical data thereof to a party identified on a restricted parties list maintained by the US or EU Government related to US or EU export controls and sanctions, including but not limited to those designated on the Specially Designated Nationals and Blocked Persons List and entities owned 50% or more by such parties, to a country subject to comprehensive US or EU sanctions or a US or EU embargo, or for a prohibited use under either the Trade Regulations or any other applicable trade laws. Buyer agrees to indemnify and hold Chart harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Buyer's violation of applicable export and import regulations, including the Trade Regulations.

22. Governing Law; Arbitration This Agreement and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties is exclusively governed by the laws of the State of Georgia, excluding its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Buyer waives all causes of action arising under this Agreement after one year from the date of the occurrence of the event giving rise to any such claim, waives any sovereign immunity claims or defenses, and consents to and will not contest personal jurisdiction in the local and federal courts of Atlanta, Georgia. Except for account collection disputes, any disputes, controversies or claims arising out of or relating to this Agreement, or the breach thereof which cannot be resolved amicably within 60 days, shall be settled by binding arbitration. This agreement to submit to binding arbitration shall be specifically enforceable under the prevailing arbitration law. The award of the arbitrator shall be final, and a judgment may be entered upon it by any court having jurisdiction. A party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so and the name of an impartial individual who is knowledgeable in matters pertaining to Chart's industry to serve as an arbitrator. If the other party objects within 15 days to the arbitrator proposed, and the parties fail to agree on an arbitrator within 30 days thereafter, then the arbitrator shall be appointed by the arbitration tribunal. For domestic sales, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing. For international sales, the arbitration shall be conducted in accordance with the International Arbitration Rules then prevailing of the International Centre for Dispute Resolution. Unless the parties agree otherwise, all arbitrations shall be conducted and all related documents submitted shall be in the English language in Atlanta, Georgia, and the arbitrator shall apply the substantive governing laws as specified above. All awards granted by the arbitrator shall be final and binding on the parties, and shall include interest from the date of any breach or default and from the date of the award until paid in full. Judgment may be entered on any award or decision of the arbitration panel by either party in a court of competent jurisdiction. The arbitrator may grant emergency interim relief according to the applicable arbitration rules. The prevailing party shall be entitled to recover, in addition to all other amounts and relief, its costs, fees and other expenses of the arbitration, including reasonable attorney's fees, as may be awarded by the arbitrator. If Buyer fails to promptly assume Chart's defense when requested to do so as required under this Agreement, then Chart may defend with counsel of its own choice at the expense of Buyer.

23. Miscellaneous The Agreement as defined in Section 1 constitutes the complete and exclusive agreement between Chart and Buyer with respect to the subject matter hereof and there are no agreements, understandings, restrictions, warranties, or representations between Chart and Buyer other than those set forth herein. If any provision, or any part thereof, of this Agreement is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then such provision shall be deemed revised and applied to the maximum extent allowed by applicable law, and such invalidity or unenforceability shall not affect the remainder of such provision or any other provision here which shall remain in full force and effect. All obligations herein shall survive termination, expiration or completion of this Agreement. No term or condition is intended for the benefit of any third party, and the parties do not intend any term or condition to be enforceable by a third party, including any end user of Equipment or Services. Chart's failure on any occasion to insist on strict performance of any term or condition hereof shall not constitute a waiver of compliance with such term or condition on any other occasion or a waiver of any default. References to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time and shall

include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it. The headings used throughout are for convenience only and shall be given no legal effect. Fax, portable document format (.pdf), email, or other electronic transmissions or copies shall be given the full force and effect as an original. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "but not limited to"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural and vice-versa; and (e) words denoting any gender include all genders. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

24. Data Privacy Notice The Chart Privacy Information, which is attached hereto and is incorporated herein by this reference, is applicable to Buyers resident in the European Union.

Rev 01/2019

Chart Privacy Information

I. Introduction

The Chart Privacy Information (“**the Information**”) provides you with important information about the processing of your personal data in the course of the contractual relationship with one of the Chart entities listed below in **Annex 1**, which includes the transfer to and among Chart Industries, Inc. and its affiliates (together referred to as “**Chart**”).

II. Controller

The relevant controller for your personal data is the Chart entity that you entered into a contract with, and in a number of cases is a joint controller together with Chart Industries, Inc., with its business address at 3055 Torrington Drive, Ball Ground, GA 30107, USA. The respective Chart entity you contracted with will be responsible for any requests in relation to the data processing and will provide you with relevant information in this regard. However, you may exercise your rights described at the end of this Information also towards Chart Industries, Inc.

III. Data Protection Representative

Since Chart Industries, Inc. as a company is not residing in the EU, it has appointed Chart Germany GmbH, Am Mooshof 15, 47574 Goch, Germany, as its EU representative for data protection according to Art. 27 of the General Data Protection Regulation (**GDPR**).

IV. Data Protection Officer

Chart Industries, Inc. has appointed SPB DPO Services GmbH, with its business address at Unter den Linden 21, 10117 Berlin, Germany, as Data Protection Officer for its entities located in Germany.

V. Categories of Personal Data

We may process the following categories of personal data:

- First name, middle name (initial), last name, title, job description, employing company, employing department, work address, work email and phone number, work location and country, current work location, previous positions, further information concerning career history, background check information, professional expertise, if applicable;
- Personal contact details, such as physical home address, phone number, cellular phone number, and personal email address, date of birth/age, citizenship, gender, lifestyle and social circumstances;
- Payment information, such as cost center, sales history, deductions and rebates applied, and information pertaining thereto.

Please note that we do not necessarily process all of such data about you. We restrict the processing of your personal data to the minimum amount required to execute the contractual relationship with you and/or the company that employs you.

VI. Purpose of Use

Your personal data may be processed for the purpose of

- Customer relationship administration, including but not limited to enhancing customer relationships, administration of customer contracts, customer relationships, customer data trending, analysis, and reporting, such as sales history and intensity of contact through marketing activities, sales and discount histories, if applicable;
- Recordkeeping, including but not limited to accounting, commercial, document management and other similar services;
- Reporting, including but not limited to financial information and financial background checks, corporate compliance, regulatory, export compliance, investigations, litigation, handling complaints, consultancy and

advisory services, internal audits, third party due diligence, anticorruption and terror list screening, operation of whistle blowing hotlines, and other such processing in relation to the above-mentioned services;

- Marketing activities, including but not limited to advertising, marketing, public relations, reputation, branding, event organization, customer satisfaction surveys, and similar processing activities.

VII. Legal Basis for Processing Personal Data

Your personal data is processed in accordance with Art. 6 par. 1 b) GDPR for the performance of the contractual relationship. To the extent we are required to process your personal data in order to comply with a legal obligation, we are processing your personal data on basis of Art. 6 par. 1 c) GDPR, or in cases where we transfer your personal data to another group company or to other recipients for the purposes of the legitimate interests pursued by us or by a third party, we will do so on the legal basis of and in accordance with Art. 6 par. 1 f) GDPR. In exceptional cases, to the extent the processing of your personal data is not strictly required to execute the contractual relationship with you, we may ask you for your consent to process your personal data according to Art. 6 par. 1 a) GDPR.

VIII. Source of Data

We received your personal data mainly because you provided it to us or we have been collecting it during the course of the contractual relationship we maintain with you and/or the company that employs you. We may also receive personal data from industry associations, business networks or publically available sources, such as the Internet.

IX. Recipients

Your personal data will only be accessible for respective employees of Chart and its subsidiaries who within their job responsibility execute the purposes listed above.

Additionally, Chart and its affiliates may commission external third party service providers to assist with the provision of services listed above under VI. (Purpose of Processing), such as for marketing and events management services, payment administration, background checks and similar services where applicable. In providing these services, employees of these third party service providers may receive access to your personal data. However, Chart shares your personal data only with trusted service providers pursuant to contractual agreements that include appropriate safeguards to protect your personal data.

X. Transfer

The Chart entity you contracted with will transfer your personal data to Chart in the US and other countries outside of the European Union where Chart's subsidiaries are located. A complete list of countries where Chart entities are located can be found in **Annex 1**. The transfer among the Chart group companies is based on the EU Standard Contractual Clauses, which are incorporated into Chart's Intragroup Data Transfer and Processing Agreement. You may request a copy of the EU Standard Contractual Clauses by contacting GlobalDataPrivacy@ChartIndustries.com. As some of the third party providers Chart shares your personal data with are located outside the EU and/or European Economic Area, Chart puts in place data transfer agreements based on the applicable EU Standard Contractual Clauses or relies on other available data transfer mechanisms, e.g. Binding Corporate Rules.

XI. Data Retention

Your personal data will be processed for the time period it is required to execute the task for which it was collected, and for an additional period after in order to comply with statutory storage periods. You may also contact GlobalDataPrivacy@ChartIndustries.com in this regard.

XII. Your Rights

You may contact us either in writing or by e-mail at GlobalDataPrivacy@ChartIndustries.com to exercise the following rights:

- Access your data to check and review them;
- Receive a copy of your personal data;
- Demand that we supplement, correct or delete your personal data; or cease or restrict the collection, processing, use or disclosure of your personal data; the right of rectification will comprise the right to have incomplete personal data completed, including by means of providing a supplementary statement;
- Object to the processing of your personal data;
- Receive your personal data in a structured, commonly used and machine-readable format and have it transmitted to another controller provided that the processing is based on your respective consent or to execute a contractual relationship or a relationship prior to entering into contract with you.

You have the right to lodge a complaint with a supervisory authority in relation to the processing of your personal data. You may file such complaint with a supervisory authority competent for your place of residence or competent for the Chart entity’s place of business you contracted with.

XIII. Statutory/Contractual Requirements

You may choose not to provide your personal data or provide incomplete personal data. However, you should be aware that we might not be able to engage in or continue a contractual relationship with you or the company that is employing you or provide information to you or your employer since your personal data is required for our administrative purposes or to fulfil statutory requirements.

XIV. Automated Decision-Making and Profiling

Your personal data will not be used for automated-decision making or profiling.

XV. Intention of processing for other purposes

Please note that we may use your personal data for other purposes than it was collected for. In case we decide to start such use we will provide you with the relevant information on that purpose and other relevant information.

Annex 1 Chart entities

Chart entities located within the United States of America

Chart entity	Jurisdiction of Formation
Chart International, Inc.	Delaware
Chart Inc.	Delaware
Chart Energy & Chemicals, Inc.	Delaware
Chart Lifecycle, Inc.	Delaware
Hetsco, Inc.	Delaware
Chart Cooler Service Company, Inc.	Delaware
Thermax, Inc.	Massachusetts
Chart Asia, Inc.	Delaware
Hudson Products Corporation	Texas

Cofimco USA, Inc.	Virginia
Hudson Products Middle East LLC	Delaware
Skaff, LLC	Delaware
Prefontaine Properties, Inc.	New Hampshire
Skaff Cryogenics, Inc.	New Hampshire

Chart entities located within the European Union

Chart entity	Jurisdiction of Formation
Chart Industries Luxembourg S.a.r.l.	Luxembourg
Chart Ferox, a.s	Czech Republic
Chart Germany GmbH	Germany
GOFA Gocher Fahrzeugbau GmbH	Germany
VCT Vogel GmbH	Germany
Flow Instruments & Engineering GmbH	Germany
Chart S.a.r.l. & Co. KG	Germany
Chart Industries (Gibraltar) Limited	Gibraltar
Chart Industries Limited	United Kingdom
Hudson Products Netherlands B.V.	Netherlands
Cofimco S.r.l.	Italy
Fema s.r.l.	Italy
Industrie Meccaniche di Bagnolo s.r.l.	Italy
VRV Services s.r.l.	Italy
VRV S.r.l.	Italy
Cryo Diffusion S.A.S.	France

Chart entities located in Asia

Chart entity	Jurisdiction of Formation
Lien Hwa Lox Cryogenic Equipment Corporation	Taiwan
PT. Thermax	Indonesia
Thermax Cryogenic Heat Exchangers Trading (Shanghai) Co., Ltd,	China
MVE CryoSystems Japan Kabushiki Kaisha	Japan
Chart D&S India Private Limited	India

Chart Asia Investment Company Limited	Hong Kong
Chart Cryogenic Distribution Equipment (Changzhou) Company Limited	China
Nanjing New Metallurgy Electric Engineering Co., Ltd.	China
Chart Industries (Malaysia) Sdn. Bhd.	Malaysia
Cofimco Industrial Fans India Private Ltd.	India
Cofimco International (Shanghai) Trading Co, Inc.	China
Hudson-Cofimco Limited	Hong Kong
Cofimco Fan (Changshu) Co., Ltd.	China

Chart entities located in Australia

Chart entity	Jurisdiction of Formation
Chart Australia Pty. Ltd.	Australia NSW

Chart entities located in Latin America

Chart entity	Jurisdiction of Formation
Chart Latin America S.A.S.	Colombia
Hudson Heat Transfer International, Inc.	Panama
Hudson Products de Mexico, S.A. de C.V.	Mexico