

Cryo-Bio Group EU Terms & Conditions of Sale

1. General. The terms and conditions contained herein, and the Limited Warranty Statement as referenced in Section 6 herein, together with any additional or different terms contained in the final, written proposal (if any) issued by Seller, constitute the entire agreement (“*Agreement*”) between the Parties (as defined below) with respect to the subject sale. Acceptance by Seller of Purchaser’s purchase order and Purchaser’s acceptance of Seller’s proposal is expressly limited to and conditioned upon Purchaser’s acceptance of these Terms & Conditions of Sale, which may not be changed or waived except in writing signed by Seller. Any additional, inconsistent or different terms and conditions contained in Purchaser’s purchase order or any other documents supplied by Purchaser 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 Purchaser by Seller. Unless the context otherwise indicates, the term “*Services*” as used herein shall mean labor, supervision, repair, refurbishment, reconditioning, and project engineering services provided by Seller. As used herein, the term “*Purchaser*” shall mean only the Party issuing the purchase order to Seller for Equipment or Services, regardless of whether or not the Purchaser is the end user of the Equipment or Services, the term “*Seller*” shall mean the entity selling or supplying the Equipment or Services as set forth on the order acknowledgement or invoice for Equipment or Services, and the term “*Parties*” shall collectively mean Seller and Purchaser, and individually as a “*Party*.”

2. Payment Terms and Invoices. Seller may, but is not obligated to, sell Equipment to Purchaser on credit. Unless a different payment schedule is agreed to in writing by Seller, payment in full shall be due and payable within thirty (30) days from the date of the invoice. In the event Purchaser fails to pay the invoice within thirty (30) days from the date of the invoice, Purchaser shall pay Seller interest on such delinquent payment at one and one-half percent (1.5%) per month, compounded monthly, or the highest rate permitted by 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 Seller, Purchaser will cause an irrevocable letter of credit to be established in favor of Seller on a bank approved by Seller. Seller is entitled to charge costs associated with the letter of credit to Purchaser’s account. Performance schedules are conditional upon receipt of the letter of credit within thirty (30) days of award. Purchaser agrees to furnish Seller with any requested credit information. Purchaser’s credit limit will be set at Seller’s sole discretion and may be modified at any time based upon Purchaser’s credit risk as determined by Seller. In the event that Purchaser’s credit risk increases or Purchaser fails to pay timely, Seller may suspend performance and/or require alternative payment methods. Purchaser shall notify Seller of any items disputed in good faith relating to an invoice within fifteen (15) days after the invoice date in writing specifying the nature of the disputed item, but in no event is Purchaser entitled to withhold or set off any invoiced amounts without Seller’s prior written approval. In the event it becomes necessary for Seller to refer Purchaser’s account to a third party for collection or for Seller to take other enforcement action of this Agreement against Purchaser then: (a) Purchaser agrees to pay any and all attorney and arbitrator fees, lien filing fees, collection costs and legal expenses associated therewith incurred by Seller; and (b) Purchaser agrees that the Limited Warranty Statement, as referenced herein, shall immediately become null and void and will only be reinstated upon payment of the outstanding fees, arrears interest, and a fifty dollar (\$50.00) reinstatement fee.

3. Taxes. National, 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 Seller. Purchaser acknowledges and is aware that there may be tax consequences that result from any participation in a rebate incentive program with Seller and that Purchaser may be required to pay income tax on the value of any rebates it receives through a rebate incentive program with Seller, if any. Seller is not responsible for remitting any taxes on Purchaser’s behalf, or for providing Purchaser with tax-related documentation. Purchaser is solely responsible for ensuring that any taxes arising from its participation in a rebate incentive program, if any, is reported and paid to the appropriate tax authority. Notwithstanding anything to the contrary herein, the price and Delivery schedule of Equipment or Services may be equitably adjusted by Seller 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 thirty (30) calendar days, unless otherwise extended in writing by Seller. If this Agreement is delayed or suspended in whole or in part by Purchaser for more than sixty (60) days, pricing shall either be subject to re-negotiation or this Agreement may be deemed

cancelled for Purchaser’s convenience and subject to Section 13 herein, at Seller’s sole option.

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

6. Limited Warranty, Exclusive Remedies and Indemnity. Seller agrees to, and shall provide to Purchaser, a limited warranty and exclusive remedies statement relating to the Equipment sold hereunder (“*Limited Warranty Statement*”). Purchaser acknowledges receipt of the Limited Warranty Statement (which is also available from Seller upon request) and agrees to its terms. Seller warrants its Services against defects in workmanship for a period of ninety (90) days after the date of their completion. *THE REMEDIES AND WARRANTIES STATED IN THE LIMITED WARRANTY STATEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES GRANTED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE AND DESIGNS, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, WHICH ARE ALL HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ALL EQUIPMENT MANUFACTURERS.* Purchaser agrees to defend, indemnify and hold Seller harmless from any third party claims arising out of the use, sale, or lease of the Equipment or Services and from all expenses, losses and other damages resulting from Purchaser’s breach of any of the terms and conditions herein.

7. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by Seller of Purchaser’s written notice specifying such default, Seller fails to initiate and pursue correction of such specified default.

8. Excusable Delays. The schedule for Delivery of Equipment and performance of Services will be modified for delays resulting from causes beyond Seller’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.

9. Delivery and Risk of Loss or Damage. Unless otherwise agreed in writing by Seller, all shipments are EXW as defined in Incoterms® 2010 (or the most recent version of Incoterms® published by the ICC), and “*Delivery*” as used herein occurs in accordance with Incoterms® 2010 (or the most recent version Incoterms® published by the ICC). Notwithstanding anything to the contrary, all lead times quoted and accepted by Seller shall be from the date Seller accepts Purchaser’s purchase order. If Seller agrees in writing to prepay transportation and transit insurance charges for the account of Purchaser, then Seller is entitled to include shipping, handling and any transit insurance charges on its invoice. Purchaser shall indemnify, defend and hold Seller harmless from any claims by freight carriers for Purchaser’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 Seller within ten (10) days after receipt of Equipment by Purchaser or its designated consignee. Delivery dates quoted are based on Seller’s best estimate of a realistic time when shipment will be made, and are subject to change. Delivery dates will be confirmed on Seller’s acceptance of any resulting order, and Seller will use its best efforts to meet such Delivery date. Seller may make early shipment or partial shipments and invoice Purchaser 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 Purchaser upon completion of Delivery or upon moving the Equipment into storage, whichever occurs first.

10. 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 Seller will advise Purchaser 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 applicable EU design codes are hereby exempt from the Agreement unless written copies are presented by Purchaser to Seller as additional specifications and accepted in writing by Seller as part of this Agreement.

11. Title. Seller shall retain legal and equitable title to the Equipment until Purchaser has paid for such Equipment in full. Purchaser shall complete and execute all documents required to this effect upon Seller’s request and allow Seller to enter onto Purchaser’s premises to repossess the Equipment until Buyer has

paid for such Equipment in full in the event of Purchaser's failure to pay upon written notice by Seller.

12. Installation and Field Service. Installation of Equipment furnished hereunder shall be by Purchaser, unless otherwise agreed to in writing signed by Seller's duly authorized representative. Field service will be provided on a per diem basis upon written authorization by Purchaser at Seller's rates in effect when such Services are provided. Purchaser will provide free and unrestricted access to Seller personnel, contractors, subcontractors, equipment and any other personnel necessary in order for Seller to complete the contracted work. Installation services provided by Seller or one of its affiliates shall be pursuant to a separate agreement.

13. Cancellation. Cancellation of any purchase order must be by written notice to Seller and will be subject to Seller's cancellation charges and fees, including 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 overhead and profit.

14. Intellectual Property and Confidentiality. All right, title and interest in any inventions, developments, improvements or modifications of the Equipment and Services made by Seller or Purchaser as a result of this Agreement shall exclusively remain with Seller. Any design, reports, plans, drawings, standards, specifications or other information submitted to Purchaser by Seller ("**Seller Documents**"). Purchaser shall not copy or disclose Seller 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, without limitation, use with any other project, or for the completion of the project contemplated by this Agreement by others. Seller Documents are not suitable for use on any other agreement or project and any reuse of Seller Documents without the express written consent of Seller will be at the sole risk of the Purchaser, and the Purchaser shall release, indemnify, defend and hold Seller harmless from any and all claims arising from Purchaser's reuse of Seller Documents. Upon Seller's request at any time, Purchaser shall promptly return all Seller Documents. If Seller'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 Seller's compliance with Purchaser's designs, specifications or instructions or from the use of the Equipment in combination with other materials or the operation of any process), then Seller may at its option procure for Purchaser 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 Purchaser. The foregoing is Seller's entire liability and Purchaser's sole remedy for patent infringements of the Equipment. Purchaser shall defend, indemnify and hold Seller harmless from all expenses, losses and other damages resulting from any actual or alleged infringement of intellectual property rights arising from Seller's compliance with Purchaser's designs, specifications or instructions, from the use of the Equipment in combination with other materials, or from the operation of any process.

15. Assignment. This Agreement may not be transferred or assigned by Purchaser by operation of law or otherwise without the prior express written consent of Seller. A change in majority ownership or control of Purchaser shall be deemed a transfer or assignment for purposes of this Section 15. Any transfer or assignment by Purchaser of any rights, duties or obligations without Seller's consent shall be void.

16. Limitation of Liability. For orders placed by German Purchasers only when Seller is a German entity, the following clause applies: Seller is liable to Purchaser only for damages caused by intent or gross negligence. Other than in case of intent, Seller is not liable for indirect damage and consequential damage, in particular, not for loss of profit, interruption in production and/or interruption of operations at Purchaser or its customers. Mandatory statutory claims of Purchaser are not affected hereby; this applies, above all, to claims due to harm done to a person's life, body or health. Where the damage is due to the culpable breach of a material contractual duty (i.e. a duty which allows the proper performance of the Agreement in the first place and of which, in terms of fulfillment of such duty, Purchaser can regularly rely on), Seller will be liable in accordance with the statutory provisions. In the event of simple negligence, however, liability shall be limited to foreseeable and typical damage. For all other orders, the following clause applies: *NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, IN NO EVENT SHALL SELLER, ITS AFFILIATES, SUPPLIERS AND SUBCONTRACTORS BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, DELAYS NOR 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, SELLER'S CUMULATIVE LIABILITY FOR ANY SUCH 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 COVERED BY THIS AGREEMENT, SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE PURCHASE PRICE PAID TO SELLER BY PURCHASER FOR THE SPECIFIC EQUIPMENT OR PART THEREOF OR FOR THE SERVICES GIVING RISE TO THE CLAIM.

17. Export Sales and Compliance with Trade Laws. In no event shall Seller 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 Seller'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 Seller's obligations hereunder shall be terminated at Seller's option, and Seller shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by Seller, Purchaser 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 the U.S. or other government agencies, and paying all duties and taxes necessary for exportation and importation. Purchaser agrees to export, re-export or import any Equipment, End Item or components thereof, technical information or data of Seller 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. Purchaser 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 Purchaser shall provide Seller with such written assurances of compliance as requested by Seller from time-to-time. Specifically, Purchaser 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 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. Purchaser agrees to indemnify and hold Seller harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Purchaser's violation of applicable export and import regulations, including the Trade Regulations.

18. Compliance with Anti-bribery Laws. Purchaser warrants and represents that it is familiar with the requirements of the U.S. Foreign Corrupt Practices Act and other similar anti-bribery laws, including without limitation, the OECD Antibribery Convention and the UK Bribery Act, that it has not and will not violate those laws, and that it neither has nor will it offer, make, or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Purchaser shall provide Seller with such written assurances of compliance with such laws as requested by Seller from time-to-time. Any payment, offer of payment, or agreement to make a payment that is contrary to the laws of the United States or the laws of the country in which it is made, or any other payment in conflict with this clause, will constitute a material breach of this Agreement, and any obligation of Seller hereunder shall automatically terminate upon such breach without further liability to Seller. Purchaser agrees to indemnify and hold Seller harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Purchaser's violation of the requirements referenced in this Section.

19. Governing Law and Arbitration. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the Parties, and the interpretation and enforcement of the rights and duties of the Parties will be governed exclusively by the laws of Germany for orders placed by a German Purchaser when Seller is a German entity, and the laws of England and Wales for all other orders, in each case without regard to any conflicts of law principles. The parties agree that the UN Convention on Contracts for the International Sale of Goods shall not apply in any case. Purchaser agrees all causes of action under this Agreement shall expire unless brought within one year of the date of the occurrence of the event giving rise to any such claim. 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 sixty (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 Seller's industry to serve as an arbitrator. If the other Party objects within fifteen (15) days to the arbitrator proposed, and the Parties fail to agree on an arbitrator within thirty (30) days thereafter, then the arbitrator shall be appointed by the arbitration tribunal. 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 Solingen, Germany when German law applies and London, England when English law applies, 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 Purchaser fails to promptly assume Seller's defense when requested to do so as required under this Agreement, then Seller may defend with counsel of its own choice at the expense of Purchaser.

20. Miscellaneous. With the exception of fraudulent misrepresentations, this Agreement constitutes the complete and exclusive agreement between Seller and Purchaser and there are no agreements, understandings, restrictions, warranties, or representations between Seller and Purchaser with respect to the subject matter hereof 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 Seller and Purchaser do not intend any term or condition to be enforceable by a third party (for orders where English law applies only, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise), including any end user of Equipment or Services. Seller'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 (including any EU 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 copies and 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.

21. Data Privacy Notice. For information regarding Seller's processing of personal data, see the Chart Privacy Information, which is available at <http://www.chartindustries.com/Terms-Conditions>. Purchaser represents and warrants that it will provide such privacy statement to all of Purchaser's employees, contractors, agents, or other persons authorized to act on Purchaser's behalf at or before the time that any such persons interact with or provide any personal information to Seller.

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