

General Terms and Conditions of Cryoshelter GmbH:

1. Validity of the General Terms and Conditions:

For Business Transactions of Cryoshelter GmbH, Fn 400365 y (“**Cryoshelter**”, “**we**” or “**us**”), solely the following terms and conditions shall apply. Our customer will be referred to as “**Contracting Partner**”. These General Terms and Conditions (“**GTC**”) are binding and applicable to all present and future business transactions with Cryoshelter, even if no explicit reference is made.

Agreements or side agreements deviating from these GTC (in particular, general business and purchasing terms of the Contracting Partner) shall only be effective if they are expressly confirmed in writing by Cryoshelter.

2. Offer and conclusion of the contract, cost estimate

2.1. Offer and acceptance

All offers by Cryoshelter are subject to change, unless expressly defined as binding. An Order by the Contractual Partner is binding for at least 5 workdays from receipt of the order by Cryoshelter. The order is not deemed to be finally accepted until Cryoshelter sends a confirmation of order in writing. A contract is only binding for both parties upon confirmation of the order.

2.2. Cost estimate

A cost estimate will be prepared by Cryoshelter according to best expert knowledge but no guarantee can be made for its accuracy. If costs increase by more than 5 per cent after the order is placed, Cryoshelter will immediately communicate this to the Contractual Partner. If excess costs are unavoidable and less than 5 per cent, a separate notice is not necessary and these costs can be invoiced without further ado. Unless otherwise agreed, changes to the order or additional orders may be invoiced at appropriate prices.

3. Confidentiality

The Contracting Partner irrevocably undertakes to treat confidential any trade and business secrets which have been made accessible or available by Cryoshelter or became known due to a business relationship or business contact with Cryoshelter and may not, under any circumstances be made accessible to third parties without Cryoshelter’s approval. In addition, the Contracting Partner undertakes to use information only on a “need to know basis” and only for fulfilment of a contract with Cryoshelter.

The confidentiality obligation shall remain in force for three years after termination of the business relationship with Cryoshelter.

Documents and drawings which have been made available to the Contracting Partner and constructive services rendered by Cryoshelter can only be used by the Contracting Partner for contractually agreed purposes and may not be reproduced or made available to third parties in any form.

Business partners, consultants and employees of the Contracting Partner, who deal with the products of Cryoshelter, shall be bound accordingly.

4. Prices and terms of payment

Our prices are quoted in Euro and are due upon invoicing. Value added tax ["VAT"] will be charged in addition at the legally applicable rates. Any additional cost and expenses shall be borne by the Contracting Partner.

Cryoshelter's current price list shall apply. Prices are quoted "ex works" (INCOTERMS in their current version, last modified in 2010) and do not include cost for packaging, transport, mounting or installation. Cryoshelter's price list remains applicable until further notice.

Travel costs and expenses that arise in connection with the execution of an order will be borne by the Contractual Partner in addition to the agreed price.

In the event of partial deliveries, partial billing is admissible.

In the event of partial payment, a deadline is considered missed if even one partial payment has not been fully paid or paid on time (acceleration clause). If deadlines are not met, the full outstanding amount shall become due at once. In such case Cryoshelter shall be entitled to take all goods, which are subject to reservation of title, into custody without having to withdraw from the particular purchase contract until the outstanding payment has been made, including all ancillary costs.

A cash discount is excluded, unless it is expressly granted.

5. Place of performance, risk assumption

Place of performance is the business address of Cryoshelter, Gewerbeparkstraße 91, 8143 Dobl-Zwaring.

Unless explicitly agreed otherwise, the goods are made available unpacked for pick up at the place of performance at the agreed point in time. In case delivery is agreed upon, shipment will be performed according to the specifications given by the Contractual Partner, at his expense and risk. If details of shipment are not explicitly stipulated, this is deemed to be an acceptance delay as per clause 8.2. In case of download and delivery of data via internet the risk of loss and alteration of data shall pass to the contractual partner when passing the network interface of Cryoshelter.

6. Retention of title, rights of use

The goods shall remain our property until full payment is made. If the goods are processed by the Contractual Partner, Cryoshelter shall be granted proportional co-ownership of the product. The same shall apply when the goods are mixed with other objects and items not owned by us. In the event that a good that is (co-)owned by Cryoshelter is sold, the Contractual Partner shall assign any claims against the Purchaser to Cryoshelter and Cryoshelter is entitled to inform the third-party debtor of this assignment at any time.

For standard software supplied, those licence conditions apply which are agreed upon by the Contractual Partner and the respective software manufacturer, like Microsoft, SAP or any other provider.

7. Acceptance, partial delivery

The contractual partner undertakes to accept the deliveries and services provided by Cryoshelter.

With the delivery “ex works” (INCOMTERMS, in their current version, last modified in 2010), the delivered goods or software shall be deemed accepted.

If installation services are agreed upon, the services shall be deemed accepted at the earliest of the following events: if the acceptance of the services is confirmed by the Contractual Partner or the end customer; if the Contractual Partner or the end customer put the delivery or services into operation; or, at the latest, 4 weeks after installation.

Services rendered and cost-plus services are deemed accepted at the time of performance.

If the Contractual Partner detects significant defects after acceptance, he has the right to have them repaired by Cryoshelter within the warranty provisions according to clause 9.

Deliveries and services by Cryoshelter are always separable. In the event of partial delivery, partial acceptance is permitted.

8. Delay

8.1. Delay in delivery

Delivery deadlines and dates will be met by Cryoshelter, if possible. They are, unless not explicitly agreed upon as binding, non-binding and are understood as estimated date of provision and handover to the Contractual Partner.

If the Contractual Partner has to procure documents, data, official approvals, clearances, or something similar, the delivery deadlines shall not start prior to the fulfilment of such obligations. If the contractual partner has special demands and there is a delay in transmission of the necessary technical details, the delivery date is postponed proportional to the extent of the delayed transmission of the necessary technical details.

Withdrawal from the contract by the Contractual Partner due to a delay in delivery is possible only if a grace period of at least two weeks has been granted to Cryoshelter. Withdrawal from the contract shall be communicated by registered letter. The right to withdraw applies only to such part of the delivery or service which is delayed.

If a contract cannot be fulfilled by Cryoshelter due to force majeure or commercial unreasonableness, Cryoshelter is not obliged to deliver and has the right to withdraw from the contract without the Contractual Partner having the right to assert claims for damages on this ground. Cryoshelter will inform the Contractual Partner about such event without delay. Force majeure within this clause shall be deemed in particular: riots, strikes, malfunctions, damage of production machinery and material, lockouts, late receipt of primary material, traffic disturbances, administrative measures and other unforeseeable, unavoidable and grave events but only if Cryoshelter has not caused such events wilfully or grossly negligently.

8.2. Default of acceptance

Goods not accepted on the agreed date will be stored for a period of 6 weeks at the risk and expense of the Contractual Partner. Cryoshelter will charge a storage fee of Euro 20 per commenced calendar day and per stored cryotank. At the same time Cryoshelter has the right to insist on the performance of the contract, or, after having granted a reasonable grace period, to withdraw from the contract and use the goods elsewhere. In this case, a

contractual penalty of 15% of the invoice amount (excluding VAT) is agreed. This condition does not preclude Cryoshelter from claiming possible higher damages.

9. Warranties.

The warranty period shall be 6 months from the date of acceptance according to clause 7 of these GTC, regardless of the recognisability of the defects.

The Contractual Partner bears the burden of proof regarding the existence of defects as well as the fact that the products were already defective on delivery.

Any defects must be immediately reported in detail in writing.

Cryoshelter has, in case of warranty, the right to determine the manner of performance of the warranty obligations (improvement, exchange, price reduction, conversion).

If Cryoshelter repairs defects outside the warranty, or provides services or any other cost-plus services, they will be invoiced at cost according to Cryoshelter's applicable pricing list.

Any dealer regress is excluded. No liability shall be assumed by Cryoshelter for consequential damages.

10. Damages

Cryoshelter may only be held liable for damages in cases of wilful misconduct or gross negligence. In the case of slight negligence, Cryoshelter is only liable for personal injury. Claims for damages lapse 6 months after the Contractual Partner has gained knowledge of the damage and the damaging party.

Cryoshelter may neither be held responsible for any indirect damage, lost profit, loss of interest, lost savings, consequential damages and pecuniary losses, losses due to claims of third parties nor for the loss of data and programs and recovery of data.

If, whatever the case and for whatever reason, Cryoshelter has to pay a contractual penalty, the latter shall be subject to judicial mitigation. Compensation in access of the contractual penalty is excluded.

If deliveries are made on the basis of drawings, specifications or other information of the customer and if, as a result, third party rights, especially intellectual property rights, are violated, the Contractual Partner shall indemnify and hold Cryoshelter harmless in this respect.

Legal regress against Cryoshelter by the Contractual Partner according to product liability law shall be excluded, unless the relevant product damage has been caused by gross negligence or wilful misconduct.

The Contractual Partner shall inform Cryoshelter immediately and fully if he intends to claim damages under this clause. The Contractual Partner has to give Cryoshelter the opportunity to examine the claim. In such cases, the parties will promptly communicate and confer with one another concerning the measures that are to be adopted, in particular in the case of settlement procedures.

11. Contract termination

In case of non-compliance with the payment terms or publicity of circumstances which lead to doubts about the creditworthiness of the Contractual Partner, Cryoshelter is entitled to either demand advance payment or a safety deposit before making deliveries or providing services or has the right to withdraw from the contract and claim damages due to non-fulfilment.

12. Place of jurisdiction and governing law

12.1. Place of jurisdiction

All disputes arising from any contract - including such concerning its existence or nonexistence - shall be settled exclusively by the appropriate courts at Cryoshelter's head office.

12.2. Choice of law

Any contract is subject to Austrian law with exclusion of the UN Sales Convention and its conflict of law's provisions.

13. Further provisions

13.1. Severability clause

Should a provision of this GTC be invalid or ineffective in whole or in part, the validity of the remainder of the GTC shall remain unaffected. The contractual parties shall replace the ineffective or invalid provision by a valid and effective provision that is as similar in content and purpose as possible.

13.2. Formal requirements

Modifications or supplements to this agreement must be made in writing. This also applies to a change of the formal requirements.

13.3. Compensation

Any offset with counterclaims against our claims, irrespective of what type, is excluded.

13.4. Subcontractors

The use of subcontractors by Cryoshelter is always permissible.