

Terms and Conditions of Purchase

These Terms and Conditions of Purchase (hereinafter referred to as "GTC") form an integral part of all contracts with contractual partners (hereinafter referred to as "Seller") from whom Cryoshelter BioLNG GmbH, Gewerbeparkstrasse 91, A-8143 Dobl-Zwaring, Austria (hereinafter referred to as "Cryoshelter") procures services or deliveries (hereinafter referred to as "Goods" or "Services", as the case may be). The GTC are also the basis of any inquiries and orders placed by Cryoshelter. By accepting an order, these GTC become an integral part of the contract and take precedence over any GTC or terms of delivery of the Seller. These GTC shall also apply to all future transactions with the Seller.

1. Offers, Acknowledgement, Acceptance

- 1.1. Inquiries from Cryoshelter are always non-binding.
- 1.2. All offers, quotes or cost estimates of Seller shall be made free of charge and without any obligation to Cryoshelter. Only purchase orders (hereinafter referred to as "Purchase Orders") sent in writing via fax, mail, courier or e-mail and signed by duly authorized Cryoshelter personnel shall serve as an official intent of purchase by Cryoshelter. Seller shall review the Purchase Order for possible errors and/or omissions, including drawings, materials, design etc. provided by Cryoshelter and shall immediately notify Cryoshelter in writing if such faults and omissions are discovered.
- 1.3. Purchase Orders shall be deemed to be accepted within five (5) days of receipt. Acceptance constitutes acknowledgement that Seller has read, understands, and will comply with Cryoshelter's applicable quality manuals and requirements.
- 1.4. To the extent that any quotation, order acceptance, confirmation, invoice or other document of Seller contains conflicting, differing or additional terms from the terms and conditions herein, the terms and conditions herein will control and all such conflicting, differing or additional terms are rejected by Cryoshelter, and shall have no effect unless expressly accepted by Cryoshelter in writing.

2. Delivery

- 2.1. The delivery and performance requirements, manner of delivery and specified dates of the Purchase Order shall be strictly adhered to and shall not be modified without the prior written acceptance of Cryoshelter. Goods shall be delivered properly packed and marked in accordance with the requirements of the Purchase Order and any applicable legal requirements. Time is of the essence.
- 2.2. In the event of failure to deliver or perform by the dates specified in the Purchase Order, Cryoshelter reserves the right to cancel such Purchase Order in total or any unexecuted part of such Purchase Order. Notwithstanding anything to the contrary herein, no delivery shall be made without at least twenty-four (24) hours advance notice being given by Seller to Cryoshelter.
- 2.3. Delivery of Goods under the Purchase Order shall be made (1) for domestic delivery, FCA, Free Carrier, Incoterms 2020 and (2) for international delivery DDP, Delivery Duty Paid (or any standard substituting them) at the time and place indicated by Cryoshelter in the Purchase Order.
- 2.4. Any acceptance is always subject to inspection for freedom from defects, in particular for correctness, completeness and suitability. Cryoshelter is entitled to inspect the delivery item insofar as and as soon as this is feasible for Cryoshelter in the ordinary course of business. Any obligation on the part of Cryoshelter to give notice of defects shall be excluded, §§ 377 ff of the Austrian Commercial Code shall not apply.
- 2.5. Seller shall be responsible for damages sustained during delivery. Any resulting claims against carriers shall be the responsibility of Seller. Replacement of any damaged Goods shall be the sole responsibility of Seller.
- 2.6. If Seller has reason to believe that delivery of the Goods and/or Services will be delayed, Seller shall immediately inform Cryoshelter thereof in writing. Such notice shall include the reason for and the extent of the delay and shall state the corrective actions initiated to reduce the delay. If Seller's corrective actions, in Cryoshelter's reasonable judgment, are not sufficient, Cryoshelter reserves the right to obtain delivery or performance from other sources. Any and all increased costs and expenses thereby incurred by Cryoshelter in obtaining such delivery or performance shall be borne by Seller and in Cryoshelter's sole discretion may be set off against any moneys due or to become due to Seller. If Seller's deliveries are behind schedule, Seller shall deliver the Goods by the fastest means available, at the sole expense of Seller. In the event of failure by Seller to timely deliver any Goods or perform any Services contained in the Purchase Order, other than as a result of acts of God, force majeure, civil commotions, fire, war, perils of the sea, delay in transit, or Cryoshelter's written request, Cryoshelter shall have the right to cancel all or any remaining part of the Purchase Order without payment of compensation, and to collect liquidated damages in an amount equal to 0.3% of the price per day until delivery occurs, up to a maximum of 15% of the total purchase price.

3. Payments

- 3.1. Unless otherwise indicated in the Purchase Order, Cryoshelter shall render payment within sixty (60) days of the date of delivery and acceptance of Goods or provision of Services, or from the date of a conforming invoice, whichever is later. Invoices shall be submitted as a single copy to the applicable address (electronic delivery to an e-mail address specified by Cryoshelter is admissible) and must not be enclosed with the shipments.
- 3.2. Invoices shall include the Purchase Order number, a summary of the total Purchase Order value, total value of Goods provided or Services performed to date, total value of invoicing to date and value of the current invoice, and must comply with all applicable tax rules. Invoices for payment not including such information may be returned to Seller without payment. All prices are exclusive of value added taxes (VAT) unless otherwise specified in the Purchase Order.

4. Packaging and Documentation

- 4.1. All packages, cases, crates, etc. are to be marked with Seller's name and the applicable Cryoshelter Purchase Order number. A packing list must accompany each shipment of Goods. Cryoshelter shall not be responsible or liable for any packaging charges as a result of improper packing, marking or routing and Seller agrees to reimburse Cryoshelter for all expenses incurred by Cryoshelter as a result thereof.
- 4.2. All documentation specified in the Purchase Order (e.g. certificates, drawings, packing lists, data-discs) are considered to be part of the Goods. For weights and measures of Goods, the values determined by Cryoshelter shall be dispositive, subject to verification to the contrary by Seller.

5. Changes and Variations

- 5.1. Cryoshelter may at any time make changes in the drawings, designs or specifications (including variations in quality, quantity, character, kind, features or characteristics), method of shipping or packing, and the place of delivery of any Goods and/or Services covered hereby, and Seller agrees to promptly make such changes. Except as otherwise provided herein, the Purchase Order may not be amended, modified, supplemented, cancelled or discharged, except in writing signed by Cryoshelter and Seller.
- 5.2. Any modification of any Goods or Services shall be at Seller's sole cost and expense, unless Seller promptly notifies Cryoshelter that such modification will impact price and/or time of delivery and Cryoshelter approves such price and/or delivery adjustment in writing.

6. Indemnity

- 6.1. Seller shall protect, indemnify and hold harmless Cryoshelter, its successors, assigns, affiliates, employees, agents, customers and users of its products and services (collectively, the "Affiliates"), of and from any claim, loss, damage (whether for personal injury, property damage, or direct or consequential damage or economic loss), deficiency, action, demand, judgment, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Goods sold or Services rendered hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, or which otherwise arises as a result of (i) Seller's performance of its obligations hereunder or (ii) any violation or infringement by Goods or Services provided hereunder of any patent, copyright, trademark, trade dress, and trade secret, or any other contractual right, proprietary right or intellectual property right, of any third party (collectively, any "Claim").
- 6.2. If any Claim should be asserted or action commenced against Cryoshelter for which Cryoshelter is entitled to indemnification hereunder, Seller (a) shall, upon Cryoshelter's demand, promptly undertake the defense of any Claim, employing counsel reasonably satisfactory to Cryoshelter or (b) agrees that Cryoshelter, at Cryoshelter's sole discretion, may elect to defend any Claim on its own behalf. In either case, Seller will, upon demand, pay all reasonable attorneys' fees and other costs or expenses incurred by Cryoshelter in connection with such defense, any judgment or award resulting from any such claim or action and any settlement paid by Cryoshelter with Seller's consent, which shall not be withheld unreasonably. This indemnification shall survive delivery of the Goods to or performance of the Services for Cryoshelter, as the case may be, and any subsequent sale or other transfer of the Goods or Services to a third party. Cryoshelter's remedies hereunder are cumulative and in addition to those provided by law or any other contract.
- 6.3. If any work under the Purchase Order is to be performed on Cryoshelter's premises, Seller agrees to defend, indemnify and hold Cryoshelter harmless from and against any claims, losses or damage due to injury or death of any persons, including Seller's agents, servants or employees, and damage to or the destruction of any property, resulting from Seller's acts or omissions incident to or arising out of such work.

7. Inspection

- 7.1. The Goods and/or Services ordered hereunder, including any related materials or work in process, as well as those portions of Seller's facilities which may be engaged in the performance of the order, shall at all reasonable times be subject to inspection by Cryoshelter or Cryoshelter's customer. Seller shall cooperate with Cryoshelter in promptly furnishing all information required by Cryoshelter to determine the status, progress and anticipated schedule of work under the Purchase Order and shall provide all reasonable facilities and assistance at no additional cost for the safety and convenience of any inspectors in the performance of their duties.

8. Quality Requirements

- 8.1. Seller shall provide and maintain an inspection and oversight system, including tests and test reports, acceptable to Cryoshelter in its reasonable discretion covering the inspection of Goods and/or Services provided under the Purchase Order. Seller shall tender to Cryoshelter for acceptance only Goods that have been inspected in accordance with the inspection system and that have been determined by Seller to conform to the Purchase Order requirements. Payment for any Goods shall not be deemed an acceptance thereof.
- 8.2. Seller shall continuously inform Cryoshelter regarding all matters of importance relating to Seller's performance under the Purchase Order (such as process changes, sub supplier changes, material specification changes, software code, functional logic, ...).

9. Return of Incorrect Deliveries

- 9.1. All Goods supplied under the Purchase Order that do not meet the approval of Cryoshelter, that are shipped contrary to Purchase Order instructions, or that are in excess of the quantities ordered under the Purchase Order, will be returned to Seller or held pending a mutual agreement between Cryoshelter and Seller regarding their disposition, subject to Seller's risk of loss and sole expense.

10. Chemicals and Hazardous Substances

- 10.1. All Material Safety Data Sheets (MSDS) required by applicable law (each, a "Data Sheet"), shall accompany all Goods (including, without limitation, any chemicals or hazardous substances) provided under the Purchase Order. In addition, Seller shall provide a copy of each such Data Sheet to Cryoshelter's Material Services Department.
- 10.2. Seller shall maintain a catalog of any and all applicable Data Sheets that are provided in connection with Seller's performance of work under the Purchase Order at a Cryoshelter site. Seller will furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal (including without limitation material data safety sheets) in a form understandable by Cryoshelter's non-technical personnel and in sufficient detail to identify all action that the user must take concerning the material.
- 10.3. For Goods and/or Services provided in the European Union, Seller declares that it shall adhere to EC Regulation 1907/2006/EC (REACH Regulation) and 1272/2008/EC (CLP Regulation). Violation of these provisions entitles Cryoshelter to refuse delivery or acceptance of the Goods.

11. Compliance with Laws

- 11.1. Seller agrees to comply with all laws, rules and regulations, including, but not limited to, EU and US export control laws and regulations. Within the framework of its commercial dealings with Cryoshelter, Seller is obligated to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by Seller or other third parties.

- 11.2. In the event of violation of the above, Cryoshelter has the right to immediately withdraw from or terminate all legal transactions existing with Seller and the right to cancel all negotiations without further liability. Seller shall, in accordance with Clause 6, indemnify and hold Cryoshelter harmless against any liability arising out of or resulting from Seller's failure to so comply. Upon request, Seller shall supply Cryoshelter with copies of compliance reports and any other information necessary to demonstrate compliance with this Clause.
- 12. Warranty**
- 12.1. Seller warrants that all Goods delivered hereunder, if any, will (i) be merchantable, (ii) be free from defect of design, material or workmanship, (iii) conform strictly to the specifications, descriptions, drawings, or sample specified or furnished to Cryoshelter, (iv) conform to all prevailing industry regulation standards and applicable codes (v) be free from security interests, liens or encumbrances, (vi) be fit and safe for their intended purpose, (vii) be safe and appropriate for the purpose for which such Goods or Services are normally used, and (viii) have the usually assumed and expressly agreed properties. Seller warrants that all Services rendered hereunder, if any, will be performed in a professional and workmanlike manner in accordance with the applicable professional industry standards of diligence, care and skill currently recognized in Seller's industry.
- 12.2. If a defect becomes apparent within six (6) months from the transfer of risk, it shall be assumed that it was already present at the time of the transfer of risk.
- 12.3. The warranties contained herein shall survive any inspection, delivery, performance, acceptance, or payment by Cryoshelter of the Goods or Services.
- 12.4. If a delivered Good or rendered Service is defective, Cryoshelter shall request the Seller to either replace or improve the defective Good or Service within a period of grace to be specified by Cryoshelter. If no replacement or no complete improvement is made within this period, Cryoshelter may, at its own discretion, either withdraw from the contract or claim a price reduction. Defects can not only be asserted in court, but also in writing to the Seller. Warranty claims asserted in writing within the warranty period can thus also be asserted in court after expiry of the warranty period. Corrected or replaced Goods or Services shall be subject to the terms and conditions of the Purchase Order in the same manner and to the same extent as Goods or Services originally delivered hereunder.
- 12.5. If part of the Goods to be delivered or Services to be performed hereunder are defective or nonconforming, Cryoshelter may cancel any unshipped portion of the Goods or cancel any unperformed Services, as the case may be, covered by the Purchase Order. The rights of Cryoshelter provided in this Clause shall be in addition to any other rights provided by law, the Purchase Order, or any other contract. Replacement or repaired Goods and/or Services shall be warranted for the same duration as the original Goods and/or Services.
- 13. Intellectual Property**
- 13.1. Seller warrants that the Goods or Services sold will not infringe on any patent, trademark, copyright or other intellectual property right, and Seller will, at its expense, defend, indemnify and save Cryoshelter harmless from and against any loss, damage, expense or liability, including attorney fees and costs, that results from an infringement or alleged infringement. Seller expressly waives any claim against Cryoshelter that an infringement arose out of compliance with Cryoshelter's specification. If any of the Goods or Services furnished to Cryoshelter become the subject of an alleged infringement of a patent or third-party intellectual property right, Seller shall, at its expense, either procure for Cryoshelter the right to continue using the goods or services; replace or modify them so that they are non-infringing; or refund Cryoshelter's full purchase price.
- 13.2. Seller agrees that parts manufactured based on Cryoshelter's drawings and/or specifications may not be used for Seller's own use or disclosed or sold to third parties without Cryoshelter's express written authorization.
- 13.3. Seller agrees that Cryoshelter has the right to repair, reconstruct, or rebuild goods delivered hereunder without payment of any royalty to Seller. All specification, drawing, designs, know how, trade secrets, technical data, inventions or other information which are furnished by Cryoshelter or developed by Cryoshelter in connection with the subject matter of the Purchase Order shall be the sole and exclusive property of Cryoshelter. Seller agrees to disclose promptly to Cryoshelter any proprietary information developed in connection with the subject matter of the Purchase Order and to transfer all right, title and interest in and to such proprietary information to Cryoshelter including any applications for patents or other registration thereon prepared at Cryoshelter's expense. Cryoshelter shall not be bound to treat as proprietary to Seller any material so labeled by Seller unless a specific written commitment to do so is contained elsewhere in the Purchase Order or in a separate agreement between Cryoshelter and Seller.
- 13.4. If the subject matter of the Purchase Order includes intangible property rights or comparable rights (e.g. personal rights) or if intangible property rights or comparable rights are created within the scope of a Purchase Order, the Seller shall grant Cryoshelter a right of use to these intangible property rights which is unlimited in time and space, exclusive, transferable, sublicensable and which includes all types of use known at present and in the future.
- 13.5. For Goods that include software, such Goods shall include a non-exclusive, irrevocable, royalty-free, fully paid up, sublicensable, worldwide license, including the right to sublicense, authorizing the reproduction, loading, and running of the software and the sharing of the software within and among Cryoshelter subsidiaries.
- 14. Publicity**
- 14.1. Seller may use its business relationship with Cryoshelter for advertising purposes only with the prior written consent of Cryoshelter. Seller will not place its or any third party's trademark or designation on a part if it bears a trademark of Cryoshelter or its affiliate, an identifying mark specified by Cryoshelter, or if the part is based on Cryoshelter's design. Seller will sell such marked parts only to Cryoshelter and will not sell them to third parties without Cryoshelter's prior written consent.
- 15. Set-off and Counterclaims**
- 15.1. All claims for moneys due or to become due from Cryoshelter shall be subject to deduction by Cryoshelter for any setoff or counterclaim arising out of this or any other of Cryoshelter's purchases from Seller.
- 16. Recall/Repair Campaign**
- 16.1. If Seller's Goods or Services create or contribute to a vehicle or component repair campaign or safety recall due to a vehicle or component defect, Seller shall pay the cost of repair or recall and correction, including labor and administrative costs, based upon Seller's proportionate responsibility for the defect or non-compliance. Either Cryoshelter or in the sole discretion of Cryoshelter Seller may notify the applicable governmental or regulatory body

- having jurisdiction of a safety or noncompliance issue and/or initiate a recall. This section does not limit Seller's liability under other provisions of the Purchase Order.
- 16.2. As applicable, Seller agrees to comply with all requirements of the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act and its implementing regulations (or any similar regulations in the relevant jurisdiction). At its own expense, Seller will provide information in such detail and according to a schedule specified by Cryoshelter to enable Cryoshelter to fulfill its respective obligations.
- 17. Termination**
- 17.1. Cryoshelter shall have no liability with respect to goods or components procured, or work done, or supplies partially fabricated, in excess of authority contained in this order or in any shipment release issued to Seller pursuant hereto. If Seller (i) fails to deliver goods or perform services at the time specified, or (ii) fails to perform, repudiates or breaches any of the terms of this agreement, including Seller's warranties, and does not cure such breach within a period of ten (10) days after receiving written notice from Cryoshelter specifying the breach, or (iii) becomes insolvent, makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, Cryoshelter may cancel the whole or any part of the Purchase Order without any liability, except for payment due for Goods and Services delivered and accepted.
- 17.2. Upon termination and written notice to Seller, Cryoshelter will have the right to take title to and possession of all or any part of such work performed by Seller under the order. The Purchase Order, or any portion hereof, may be suspended or terminated by Cryoshelter at any time with or without cause. If Cryoshelter terminates without cause, Cryoshelter will compensate Seller for the actual and reasonable expenses incurred by Seller for work in process up to and including the date of termination, provided such expenses do not exceed the agreed upon prices in the Purchase Order. If Cryoshelter suspends the Purchase Order, an equitable adjustment shall be made in the delivery schedule or order price. Seller shall resume work whenever a suspension is canceled or expires.
- 18. Relationship**
- 18.1. Neither Seller nor its subcontractors, or the employees or agents of any of them, shall be deemed to be Cryoshelter's employees, or agents. Seller and its subcontractors are independent contractors and Seller shall be wholly responsible for withholding or payment of all federal, state and local income and other payroll taxes with respect to its employees, including contributions from them and as required by law.
- 19. Assignment**
- 19.1. Seller shall not assign the Purchase Order or subcontract any part of same without prior written approval by the Cryoshelter. Seller is responsible for the acts and omissions of any subcontractors. Subcontractors shall have no right to make claims against Cryoshelter.
- 19.2. Cryoshelter may assign all or parts of its rights and obligations pursuant to the Purchase Order to any third party by written notice to Seller. Seller shall verify that its subcontractors have an established and documented quality assurance system adequate for the Purchase Order.
- 20. Taxes**
- 20.1. Seller is responsible for payment to the proper taxing authority of all sales, use and similar taxes. Seller agrees that no tax for which an exemption exists will be included in the price and will not be subsequently charged.
- 20.2. Seller agrees to pay any and all personal property and/or ad valorem taxes assessed or levied against any property placed with Seller by Cryoshelter for the purpose of fulfilling the Purchase Order.
- 21. Confidentiality**
- 21.1. Seller will neither use any Confidential Information (as defined below) for any purpose other than in performing its duties hereunder nor disclose the existence of the Purchase Order or any information contained herein without the express written consent of Cryoshelter. "Confidential Information" includes, but is not limited to, all designs, software code, functional logic, articles and other proprietary information developed by Cryoshelter, supplied to Cryoshelter or made according to Cryoshelter's direction. Confidential Information may also be subject to a non-disclosure agreement or similar agreement entered into with Cryoshelter.
- 22. Limitation of Liability**
- 22.1. To the extent permitted by law, in no event will Cryoshelter, or any of its affiliated companies, be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages relating to the Purchase Order.
- 23. Insurance**
- 23.1. Seller agrees to be bound by Cryoshelter's standard insurance requirements, as communicated to Seller or available on the applicable Cryoshelter website.
- 24. Supplier Code of Conduct**
- 24.1. Cryoshelter requires all suppliers to abide by and comply with its Supplier and Business Partner Code of Conduct, which is available on the applicable Cryoshelter website.
- 25. Sustainability**
- 25.1. Seller shall strive to provide the Goods and/or Services in a sustainable and resource-efficient manner. Seller shall endeavor to achieve continuous improvement in the way in which the Goods and/or Services are provided, as indicated by key performance indicators such as emissions, scrap values, reduction of electrical energy, and other metrics that reflect an ongoing commitment to environmental sustainability.
- 26. Miscellaneous**
- 26.1. No variation of these GTC or a Purchase Order shall be valid unless it is in writing and signed by or on behalf of Cryoshelter. This shall also apply to the waiver of the written form.
- 26.2. The failure to exercise or delay in exercising a right or remedy provided by these GTC or a Purchase Order or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or a Purchase Order or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 26.3. If any provision of these GTC or a Purchase Order is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these GTC or a Purchase Order respectively, but without such invalidating any of the remaining provisions of these GTC or the Purchase Order. The Parties shall then use all reasonable endeavors to replace the invalid or unenforceable

- provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 26.4. The headings used herein are for purposes of ease of reference only and in no event or respect shall the substance of any provision or the intent of the Parties be interpreted or controlled by any such headings.
- 27. Governing Law and Jurisdiction**
- 27.1. These GTC, each Purchase Order and any contractual or non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with the Laws of Austria without regard to any conflict of Law rules under Austrian private international Law and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
- 27.2. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these GTC or a Purchase Order. All disputes, controversies or claims arising out of or in connection with these GTC or a Purchase Order which cannot be amicably resolved shall be exclusively decided either by the competent court at the registered seat of Cryoshelter, or, alternatively and at the sole discretion of Cryoshelter, by the competent court for the district of the Licensee's registered seat, establishment or assets.
- 28. Updates; Applicability**
- 28.1. The terms and conditions may be updated from time to time by Cryoshelter.
- 28.2. The terms and conditions applicable to the Goods and/or Services purchased by Cryoshelter shall be the version applicable on the date of payment by Cryoshelter.