

Terms and Conditions of Sale

1. Introduction

- 1.1. Customer's ("Customer") acceptance of any offer to sell or to provide services is subject to these Terms and Conditions of Sale; no additional, different, or inconsistent terms and conditions shall become part of the contract between Cryoshelter BioLNG GmbH, Gewerbeparkstrasse 91, A-8143 Dobl-Zwaring, Austria ("Cryoshelter") and Customer unless expressly accepted in writing by Cryoshelter. Cryoshelter's acceptance of any offer to purchase is expressly conditioned on Customer's acceptance of all terms and conditions as stated herein. Acceptance of any of Cryoshelter's products or services shall in all events constitute such consent. Purchase orders from Customer are only to be used for designating products or services ordered, respective quantities and delivery dates; all other terms therein shall be deemed objected to, rejected by and non-binding on Cryoshelter. A binding contract is created by an order confirmation issued by Cryoshelter or by delivery (as defined below) of the respective product(s), whichever occurs first.

2. Invoicing

- 2.1. Upon delivery (as defined below), Cryoshelter shall promptly issue to Customer an invoice, dated and numbered, for all products for which such delivery was made or services performed (an "Invoice"). All prices are in Euros otherwise specified. Prices stated are to be understood as plus the statutory value added tax that is applicable in each case. Costs of packaging, transport, loading and dispatch, as well as customs duty, any other duties or taxes that might be applicable and insurance, are to be borne by the Customer.

3. Payment

- 3.1. Payment shall be made by Customer net thirty (30) days from the date of the Invoice. A service charge (default interest) of the lesser of 1.5% per month, or the maximum rate permitted by applicable law, will be added to past due amounts. Customer agrees to pay all costs and expenses of Cryoshelter associated with the collection of any past due amounts, including reasonable attorney's fees. In addition, Cryoshelter reserves the right to hold further shipments of products or performance of services until said past due amounts are paid in full to Cryoshelter and to seek any other remedies available under law.
- 3.2. Payment of an Invoice by Customer shall not be delayed for any reason or contingent upon Customer's receipt of any payment from or action by another party. In the event Customer shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under law related to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, Cryoshelter may, at its sole discretion and unless prohibited by mandatory legal provisions, immediately and without notice terminate its performance under any open Invoices and treat the Customer as in default.

4. Changes, Reschedules and Cancellations

- 4.1. Once a binding contract is created, any requests of the Customer to modify the object of the contract or the specifications of products or services purchased, to change the original delivery dates or to cancel all or part of an order, shall only become part of the contract if accepted by Cryoshelter in writing. Acceptance of any such request for change of cancellation shall be at Cryoshelter's discretion, and shall be upon such terms and conditions as Cryoshelter may require, including, without limitation, cancellation fees up to the full price payable by the Customer.
- 4.2. Cryoshelter may discontinue or change any products or services at any time and its only obligation shall be to deliver the products or services pursuant to accepted purchase orders.

5. Shipment and Delivery, Retention of Title

- 5.1. Unless otherwise agreed, delivery shall be made by the method preferred by Customer, if indicated, and carrier selection will be at Cryoshelter's discretion. Packing and packaging will be in accordance with good commercial practice. Any claim that Customer may have against the carrier for goods lost or damaged in shipment will be made directly to the carrier, and Cryoshelter shall in no case have any liability to Customer for such loss or damage.
- 5.2. Regardless of the method of shipment, risk of loss shall pass to Customer in accordance with the agreed Incoterm; in the absence of a specifically agreed Incoterm, EXW (Incoterms® 2020) shall apply. Unless expressly agreed otherwise, any delivery dates indicated by Cryoshelter are approximate only and Cryoshelter shall have no liability for delays in delivery. Cryoshelter may make deliveries in advance of scheduled delivery dates.

- 5.3. If Customer causes or requests a shipment delay, or if Cryoshelter ships or delivers any products erroneously as a result of inaccurate, incomplete or misleading information supplied by Customer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Customer.
- 5.4. Notwithstanding delivery and transfer of risk or other provisions of these Terms and Conditions of Sale, title to the products shall not pass to the Customer until the purchase price has been paid in full. In the event of seizure or other interference by third parties with products subject to retention of title, the Customer shall notify Cryoshelter immediately and inform the third party of the retention of title. If the Customer fails to comply with these obligations, the Customer shall be liable for any damages incurred.
- 6. Inspection of Products**
- 6.1. Customer shall promptly inspect the product(s) upon arrival at their destination. Claims for omissions or shortages must be reported to Cryoshelter in writing within five (5) days of receipt of the shipment by Customer or its representative; if such claims are not made within such time period, any claims by Customer for omissions or shortages shall be deemed waived. Customer shall have five (5) days following receipt of the shipment by Customer or its representative to inspect the product(s) for damage (other than from shipping), defect or nonconformance. For any damaged, defective or nonconforming products, Cryoshelter will repair or replace, at its option and expense, the product(s) proved to be damaged, defective or nonconforming (using new or refurbished parts) within the Warranty Period (as defined below) and under and subject to the conditions of the warranty set forth above, or Cryoshelter may choose to refund the net sales price paid by Customer in lieu of such repair or replacement. Except as otherwise provided herein, sales of products of Cryoshelter are final and cannot be returned.
- 6.2. Products that are returned to Cryoshelter shall be shipped at the risk and expense of Customer, freight prepaid. No claims may be made by Customer after expiration of the Warranty Period.
- 6.3. Nothing in this Section shall affect or modify the transfer of title and risk of loss to Customer upon delivery in accordance with Section 5.
- 7. Installation of Parts**
- 7.1. Customer, at its sole risk and responsibility, shall assure that parts ordered and delivered hereunder are mounted and installed in accordance with the regulatory standard of record in the country of use, current as of the date of installation, Cryoshelter's written installation instructions, and any other requirements that may be imposed by local or foreign agencies having authority over the installation in question, and that such installation or mounting is nevertheless proper and safe, taking into account any reasonably foreseeable conditions of use.
- 7.2. It is the sole responsibility of the Customer to obtain proper training to install parts sold as described within a purchase order. Cryoshelter is not responsible for the repaired vehicle or system beyond the original certified configuration of the system as produced by Cryoshelter during the original manufacture of the system. Unless Cryoshelter otherwise agrees in writing, parts ordered and delivered hereunder are for use only as installed equipment on vehicles that run on the corresponding fuel. If Customer elects not to follow the recommendations of Cryoshelter with regard to mounting instructions and design and/or fire protection system designs, Customer will proceed at Customer's sole risk and responsibility, with Cryoshelter absolved of any and all liability. Customer further agrees not to sell parts obtained hereunder to any third party that will install or resell the parts unless such third party has agreed in writing to be bound by Customer's obligations under this paragraph.
- 8. Periodic Tank System Inspection**
- 8.1. Tank systems delivered hereunder have been designed as displayed on the product label. Each tank system has a limited life as designated by the testing standard against which it is certified. Once installed, tank systems must be inspected in accordance with Cryoshelter's instructions and criteria.
- 8.2. Tank systems that have been subjected to the stress of a vehicular accident should be inspected in the same way prior to being returned to service. Tank systems that exhibit damage or deterioration exceeding Cryoshelter's recommended limits or that have been subjected to flame or high temperatures associated with a fire or that have exceeded the terms of the service life are to be immediately depressurized and permanently removed from service.

8.3. Customer agrees that it will inspect all tank systems it purchases from Cryoshelter prior to installation and that it will not sell or install any tank system that is in a damaged condition. Customer further agrees that it will deliver Cryoshelter's product inspection requirements and service life limitations to the owner of each vehicle in which it installs a tank system purchased from Cryoshelter and that it will not sell any such tank systems for resale to anyone who has not agreed in writing to comply with Customer's obligations under this paragraph.

9. Warranty, Liability

9.1. The following warranty is, to the maximum extent permitted by law, the sole and exclusive warranty and is expressly in lieu of any other warranties, remedies and conditions by operation of law or otherwise, whether oral or written, or expressed or implied, including any implied warranty of merchantability and fitness or fitness for any particular purpose or use.

9.2. This warranty is made by Cryoshelter solely to the original Customer, is not transferable or assignable by the original Customer and is conditional upon proper installation (if applicable), operation and use by Customer.

9.3. Cryoshelter warrants the products to be delivered pursuant to any purchase order between Cryoshelter and Customer comply in all material respects with the Cryoshelter's current published product information or (ii) where there is no product information, that they comply in all material respects with any specification appearing on the product and (iii) are made with sound materials and workmanship to normal standards accepted in the industry of tank systems. Cryoshelter does not warrant that the standards and specifications specified in Cryoshelter's quotation are appropriate for Customer's intended use. The warranty period (the "Warranty Period") is one (1) year from date of delivery date, unless invalidated by considerations set forth in other portions of these Terms and Conditions of Sale.

9.4. Any liability of Cryoshelter shall be excluded to the greatest extent permitted by law. Cryoshelter shall only be liable for damage to the extent that the damage was caused by Cryoshelter's gross negligence or willful intent. Liability for slight negligence is excluded, except in the case of personal injury.

10. Exclusions from Warranty Coverage

10.1. There shall be no warranty claims of Customer or warranty obligations of Cryoshelter if Customer or any persons attributable to Customer caused or contributed to the product failure by any of the following: improper handling, use or operation, abuse or misuse, misapplication, negligence, neglect, corrosion, heat, fire, acts of nature, improper maintenance, lack of reasonable and necessary maintenance (in particular in accordance with Cryoshelter's instructions and criteria), or installations, repairs or modifications made or attempted by anyone other than Cryoshelter or its authorized service representative (as designated in writing) without proper training, which, in the reasonable judgment of Cryoshelter, adversely affect the performance or reliability of the product. In no event shall Cryoshelter's responsibility extend to any equipment, apparatus or product that Cryoshelter has not manufactured or supplied to Customer.

10.2. This warranty shall not be enlarged, nor shall any obligation or liability of Cryoshelter be created, by Cryoshelter providing technical advice, facilities or service in connection with any product.

10.3. The Warranty does not cover the cost of labor, shipping or freight charges, travel time charges, charges for removal of goods from equipment, the charges for reinstallation, or the cost of non-Cryoshelter parts. Normal wear and tear to goods and damage due to alteration of the goods not done by Cryoshelter are also excluded from this warranty.

10.4. Defective products shall not be returned to Cryoshelter without Cryoshelter's prior written authorization. Unless otherwise authorized in writing by Cryoshelter, warranty repairs to any product must be performed by Cryoshelter or its authorized service representative (as designated in writing). If Cryoshelter authorizes a product to be repaired within the Warranty Period at a location other than the plant of manufacture, or if a product is repaired (with Cryoshelter's previous written authorization) locally in lieu of replacement, the warranty is limited to the actual repair cost and shall in no event exceed the net sales price paid by Customer for such product. If a product is repaired locally without Cryoshelter's previous written authorization, such product is not covered by the warranty. Replacement parts furnished under the terms of the warranty are warranted only for the remainder of the product's original Warranty Period.

10.5. CAUTION: Repairs, installation or modifications of any Cryoshelter product not performed by Cryoshelter or its authorized service representative (as designated in writing) could lead to

- products being misapplied, misinstalled or misused. Customer must obtain the proper training to install parts on its own as set forth in Section 7.
- 10.6. **WARNING:** The improper use, installation, inadequate maintenance or care of some products could result in severe burns, asphyxiation, other injuries and even death. Some products contain extremely flammable gases that can be ignited by heat, sparks or flames, and are capable, when mixed with air, of explosion.
- 11. Indemnification**
- 11.1. Customer shall indemnify and hold Cryoshelter harmless against any and all legal actions, claims, and judgments resulting from property damage, death or personal injury caused, directly or indirectly, from Customer's installation of a damaged product, Customer's alteration of any product or accessory item or Customer's breach of any of its obligations under this Agreement, regardless of whether such actions, claims or judgments are based on causes of action in product liability, strict liability, negligence or warranty.
- 11.2. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 12. Proprietary Information**
- 12.1. Any copies of or confidential information concerning either party, including such party's products, services, drawings, specifications, processes, software code, functional logics and any other intellectual property, which may be provided to the other party (the "Recipient") as a result of the purchase order between Cryoshelter and Customer are proprietary to and remain the exclusive property of such party and may not be used or disclosed by the Recipient without written consent of such party.
- 12.2. Customer further agrees not to reverse engineer, disassemble, or decompile any tangible objects of Cryoshelter which embody such information. Sale of any product does not include the sale or transfer of any of Cryoshelter's intellectual property rights.
- 13. Confidentiality**
- 13.1. Cryoshelter's quotation (including the price of any product) shall be kept strictly confidential by Customer.
- 14. Force Majeure**
- 14.1. Cryoshelter shall not be liable for failure to perform any of Cryoshelter's obligations due to circumstances beyond the reasonable control of Cryoshelter. This includes, without limitation, accidents, acts of God, strikes or labor disputes, laws or regulations of any government or government agency, fires, floods, military operations, acts of terrorism, delays or failures in delivery of carriers or suppliers, shortages of materials, or any other cause beyond Cryoshelter's control.
- 14.2. The occurrence of any contingency beyond Cryoshelter's reasonable control shall not constitute cause for cancellation of a purchase order but shall extend Cryoshelter's time to perform the required service for a period equal to the duration of such contingency.
- 15. Export Control Laws**
- 15.1. Customer shall comply with any applicable export control laws and regulations and keeps Cryoshelter respectively informed. Specifically, Customer certifies that: (1) it shall not, and to the best of its knowledge the end-users will not, directly or indirectly, export, re-export, transmit or cause to be exported, re-exported or transmitted any product, commodities, accompanying software, and/or technical data (collectively referred to as "Restricted Items") that it has requested, purchased or intend to purchase from Cryoshelter to any country, individual, corporation, organization, or entity to which such export, re-export or transmission is restricted or prohibited; (2) the export-controlled items will be used for civil end use and will not be used in any military end use application; (3) it shall not, and to the best of its knowledge the end-users will not, use Cryoshelter products for any nuclear, biological or chemical weapons, military application or military end-use, missile systems or manned or unmanned aerial systems that deliver them; for the design, development, production, testing, stockpiling or use of any weapons of mass destruction; or for any other use that the any government or governmental agency prohibits; and (4) it will immediately notify Cryoshelter if it is investigated by any government or governmental agency, or becomes, listed in any Restricted Parties List, or if its export privileges are otherwise denied, suspended or revoked, in whole or in part, by any government or governmental agency. Customer acknowledges it is its responsibility to obtain any license for export or re-export of export-controlled Items, or to transmit information regarding Restricted Items, as may be required by any applicable export regulations and laws

and it will indemnify and hold Cryoshelter harmless for all damages, costs, fines, penalties, attorney fees, and all other expenses arising from a governmental claim or demand that it failed to comply with stated statutes and regulations.

16. Governing Law and Jurisdiction

16.1. These Terms and Conditions of Sale 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.

16.2. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these Terms and Conditions of Sale. All disputes, controversies or claims arising out of or in connection with these Terms and Conditions of Sale 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.

17. Miscellaneous

17.1. The terms and conditions set forth herein, together with any amendments, modifications, and any different terms or conditions expressly accepted by Cryoshelter in writing, shall constitute the entire agreement concerning products or services. There are no oral or other representations or agreements.

17.2. Customer may not assign these Terms and Conditions of Sale, in whole or in part, without Cryoshelter's prior written consent. These Terms and Conditions of Sale shall be binding upon and insure to the benefit of the parties' respective successors and permitted assigns.

17.3. If any provision of these Terms and Conditions of Sale is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way and such court will replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the valid or unenforceable provision.

17.4. Nothing contained in these Terms and Conditions of Sale, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies, including the rights of a third-party beneficiary.

17.5. Failure of either party to insist on performance of any provision in these Terms and Conditions of Sale or any purchase order shall not be construed as a waiver of that provision or a waiver of Cryoshelter's or Customer's right to require compliance with such provision in any later instance.

18. Updates, Applicability

These Terms and Conditions of Sale may be updated from time to time by Cryoshelter. Such updated Terms and Conditions of Sale will be available at Cryoshelter's website. The Terms and Conditions of Sale applicable to the parts purchased by Customer shall be the updated Terms and Conditions of Sale applicable on the date of payment by Customer.