

# TERMS AND CONDITIONS OF SALES

Terms and Conditions of CRYOLOR ASIA PACIFIC Sales Applicable To Equipment, Training, Maintenance & Technical Services

The terms and conditions detailed herein shall constitute the exclusive terms and conditions of any purchase agreement resulting between CRYOLOR ASIA PACIFIC (hereinafter referred to as "Seller") and the Purchaser unless different or additional terms and conditions are stated or referred to in Seller's proposal or acceptance, in which event such different or additional terms and conditions shall be exclusive as to the particular subject matter covered. Seller hereby gives notice of its objection to any different or additional terms and conditions of Purchaser except for such terms and conditions which may be expressly accepted by Seller in writing. Accordingly, acceptance or use by Purchaser of equipment or material furnished hereunder shall be deemed to constitute assent by Purchaser to such terms and conditions.

## 1 / QUOTATIONS

Each quotation is valid for thirty (30) calendar days from the date of the quotation unless otherwise indicated in Seller's letter of quotation and is subject to change at any time prior to acceptance by Purchaser.

Seller's fulfillment of its obligations under any purchase agreement issued hereunder is made conditional upon Seller having received from the Purchaser those payments and/or Standby Letter of Credit, if any, as specified elsewhere in the Purchase Agreement.

## 2/ SCOPE

Under the terms and conditions contained herein, Seller may, subject to and in accordance with any purchase agreement issued hereunder, furnish to Purchaser a) equipment or material ("Equipment"), b) field services such as the rendering of technical advice during installation, startup and testing of Seller apparatus and systems as well as maintenance, inspection and repair of apparatus and systems and c) services such as design engineering and consulting services pursuant to purchase agreements which have been expressly accepted by Seller. Seller's work within such scope or any combination of 2 a), b) and/or c) is hereinafter sometimes referred to as the "Work".

## 3/ INFORMATION TO BE FURNISHED BY PURCHASER

The Purchaser shall furnish, in a timely manner, all data, documents, and other information which are necessary for the Seller to perform the Work and the Seller shall be entitled to rely upon such data, documents and information.

The Purchaser shall pay the extra cost reasonably incurred by the Seller due to changes of the Work required by reason of inaccurate drawings, data or information provided by the Purchaser.

The Purchaser shall assist Seller in obtaining in a timely manner, all permits and authorizations (including visas) as required to enable Seller to perform the Work in timely manner.

## 4/ PRICE, PRICE ADJUSTMENT, TERMS OF PAYMENT AND METHOD OF PAYMENT

### A. Price and terms of payment

Prices, price adjustment (if any), and terms of payment will be as set forth in Seller quotation.

### B. Method of payment

#### 1 - Standby Letter of Credit

Payment shall be made in the currency specified in Seller quotation against an irrevocable Standby Letter of Credit established by Purchaser in favor of Seller at the time the parties enter into a purchase agreement. Such Standby Letter of Credit shall be for an amount equal to 100 percent of the quoted price plus estimated price adjustment. The form and content of the Standby Letter of Credit shall be satisfactory to Seller in all respects and shall be either confirmed by a French bank of international standing or issued by a Paris branch of an international standing foreign bank as that bank has an

irrevocable undertaking. The Standby Letter of Credit shall further provide for payment of termination charges which, in the event of termination of the purchase agreement, shall be paid within thirty (30) days from receipt of an invoice signed by Seller stating that the purchase agreement has been terminated in accordance with the Termination Clause of these terms and conditions of sale. Such Standby Letter of Credit shall remain in full force and effect until all payments due under the purchase agreement have been made.

All expenses incurred in connection with the establishment and operation of the Standby Letter of Credit, as well as any other bank charges incurred in making payment to Seller, shall be for the account of Purchaser. LC cannot be open ended. It has a maturity date after which no payment would be honored.

If changes to the Standby Letter of Credit are required in order to comply with these terms and conditions of sales, such changes shall be made promptly in order not to impact the delivery schedule of the Work and Seller's costs. Who bears the amendment charges to LC

The unconditional and irrevocable Standby Letter of Credit as per International Chamber of Commerce – Uniform Customs and Practice for Documentary Credits / Latest version (ICC-UPC latest version) should be established in favor of:

### **CRYOLOR ASIA PACIFIC**

**Registered Office: No. 1, GST (NH-45), Vill.  
Kadmalaiputtur,**

**Post Thozipedu, Tal. Madurantakam, (Near  
Melmaravattur)**

**603 310, INDIA**

Invoices shall be submitted to the confirming bank for payment in accordance with the above schedule.

## 2 - Standard Terms of Payment

Payment shall be made in accordance with the payment provisions set forth in the purchase agreement. Purchaser shall make all payments required hereunder within thirty (30) days of receipt of Seller's invoice net and free of any deduction, with holding, or other charges, by bank transfer to such bank account number as may be specified in Seller's invoices. Payments may not be refused, postponed or interrupted for any reason whatsoever.

### C. Delayed payments

If payments are not made strictly in accordance with the purchase agreement, a service charge will, without prejudice to the right of Seller to immediate payment, be added to the account of Purchaser by an amount:

- Equal to the prime rate based on "EUR 1Y Euribor" plus sixteen (16%) percent per year. Such service charge shall be assessed and payable against any payment due for each month or portion of each month (calculated on a pro-rata daily basis) that the payment is late.
- For domestic sales – rate is conversion or 18% pa or 24% pa which is normal interest charges in India

Late delivery does not entitle the Purchaser to withhold payment and late payment charges will apply accordingly.

## 5/ DELIVERY, STORAGE AND SHIPMENT OF EQUIPMENTS

A. Shipment dates refer to the time when it is estimated the Equipment will be ready for shipment from Ex Works and predicated on the prompt receipt by Seller of all information necessary to begin manufacture and continue without interruption.

B. Delivery will be made Ex Works as defined in ICC Incoterms 2010, unless otherwise specified in the purchase agreement.

C. Title to, and risk of loss or damage of the Equipment shall pass to Purchaser upon Delivery.

D. If specifically requested by Purchaser, Seller, as agent for the Purchaser, shall arrange for shipment and procure for the benefit of Purchaser full coverage according FCA ICC INCOTERMS 2010. All expenses and risks incurred in connection with shipment, including, insurance, transportation, storage, forwarding, and other charges incurred by Seller, in fulfilling the Purchaser's order shall be for the account of the Purchaser and payable upon submission of Seller's invoices.

Upon Purchaser request, Seller may provide at Seller's expenses and risks transportation, including place of storage if necessary in accordance with shipping conditions current at the time, and arrange ocean freight, marine and war risks insurance and forwarder's services. The marine insurance shall include a warehouse to warehouse coverage.

E. In the event that the Seller is prevented from shipping the Equipment or Purchaser is unable to receive any Equipment supplied by Seller at the time scheduled for its delivery for any reason, not solely attributable to the fault of Seller, including lack of shipping instructions from Purchaser or from the freight forwarder appointed by Purchaser, Seller may, upon notice to the Purchaser, giving the Purchaser reasonable opportunity to designate alternate destination, place such Equipment in storage at any suitable location. Upon arrival of the Equipment at such storage location, the Equipment shall be deemed to have been delivered hereunder. Risk of loss to such Equipment shall then pass to Purchaser. In the event of such storage, all additional expenses thereby incurred by Seller, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, taxes and insurance, shall be paid by Purchaser within thirty (30) days of submission of Seller's invoices. When conditions permit and upon payment to Seller of all amounts due hereunder, the Purchaser shall arrange, at its expense, for removing the Equipment from such alternate destination or storage. For exports, as soon as invoice is raised within 48 hrs it should be in port for shipment. It cannot be put in any other place – this is excise law. Even if there is a breakdown or sales return we have to intimate within 24 hrs to the excise department and get back the original invoice. For domestic sales, it is ex works and so he can keep anywhere at the purchaser's risk. But once invoiced the tank should move out of the factory within 24 hrs.

F. If sea transportation is requested by the Purchaser, seaworthy packing will be charged to the Purchaser.

G. Unless specified otherwise in the Purchase Agreement the Purchaser shall be responsible for any required export or import licenses and for all dealings with governmental authorities. The obligation of Purchaser to pay for the Equipment shall not in any manner be waived by the delay or failure to secure or renew, or by the cancellation or any required export or import licenses. Seller will, if requested by Purchaser, and upon receipt from the Purchaser of all necessary information, assist Purchaser in applying for any required export licenses for the Equipment ordered. From our side we do not get any licenses for the purchasers

H. Upon reception from the Purchaser of the formal purchase order and down payment which initiates the agreement, delivery shall be as per the delivery schedule indicated to the Purchaser in the order acknowledgement. If late delivery penalties apply, liquidated damages shall be assessed for each full week as a percentage of the EXW price at a rate of 0.15% per week with a maximum of 2% after a two weeks grace period, with the exception of delay directly attributable to the customer, including delay in reception of the down payment, if applicable, or formal purchase order which represents the official establishment of the contract. Liquidated damages for late delivery shall be in full and final satisfaction of the Seller obligation to deliver on time. Should there be a delay in reception of the down payment, if applicable, or formal purchase order, liquidated damages shall be calculated taking into consideration the equal amount of delay in receiving

down payment and / or the formal order vs. order confirmation or Letter Of Intent, which does not represent a contractual commitment. Liquidated damages shall not be deducted from the total amount due but rather invoiced to the Seller.

I. Storage fees. Free of charge for 4 weeks at the Seller manufacturing plant. Thereafter, 2% per week on the Exwork price shall be charged by the Seller to the Purchaser prior any shipment. Invoice should not have been raised. If invoice is raised the tank should move out of the facility within 24 hrs.

#### 6/ TAXES

Seller will assume the payment of all taxes, duties, tariffs, fees, imposts, excises, or other taxes imposed by any taxing authority in India

Purchaser will pay any federal, state or local income, property, license, sales, use, excise, value-added, gross receipts, or other like taxes, including import duties which may now or hereafter be applicable to, with held, measured by, or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith.

#### 7/ COMPLIANCE WITH SANCTIONS REGIME, (RE) EXPORT AND OTHER TRADE CONTROL AND REGULATIONS.

A. The Purchaser shall perform its obligations under the Terms and Conditions in full compliance with all Sanctions Regime, the (re-) export and other trade controls and regulations, including the laws of the European Union and of the United States of America. The Purchaser shall not sell, export, re-export or transmit, directly or indirectly, any goods, [software or technology] obtained under this Terms and Conditions to any destination or person if such sale, export, re(export), transfer is prohibited or restricted by the Sanctions Regime, the (re-)export and other trade controls and regulations, including the laws of the European Union and of the United States of America.

B. The Purchaser represents and warrants that at the effective date no export and other foreign trade control or other Sanctions Regime controls hinder or prevent the Purchaser from performing its obligations under the Terms and Conditions. The Purchaser must as soon as possible notify the Seller of any change in these export and other foreign trade controls which may hinder or prevent the Purchaser from performing its obligations under the Terms and Conditions and keep the Seller informed of subsequent developments concerning this change.

C. Any violation of this clause shall be a material breach of the Terms and Conditions

D. The Purchaser shall cause these obligations to be imposed on any party to which products under the Terms and Conditions are sold, exported, re(exported), transmitted for the purposes of complying with its obligations under this Terms and Conditions, and to obtain from such party end-user statement certificates.

E. Upon request of the Seller, the Purchaser shall provide the Seller with the end user certificates in order for the Seller to perform ex post control of the end users.

For the purposes of this Clause, Sanctions Regime shall mean any law or regulation of any applicable jurisdiction which relates to any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by a sanctioning authority, including a national government, the United Nations Security Council or the European Union or the United States of America (or any of its member states).

#### 8/ WARRANTY

A. Equipment

1 - Mechanical warranty

Seller warrants to the Purchaser of a new, undamaged Seller Equipment that such Equipment will, under normal and

reasonable operations, be free from defects in material and workmanship.

This warranty shall be for a period of 12 months and shall run from the date of delivery of the Equipment as per 5-B) and/or the final invoice of the Equipment, provided that all payments have been made in accordance with the payment conditions.

As to all apparatus and accessories not manufactured by Seller which are part of the Equipment supplied by Seller, Seller's only obligation shall be to obtain for Purchaser such warranties or guarantees as are available from the vendors hereof over the longest period of time obtainable by Seller without payment by Seller of additional consideration therefore.

If during the applicable warranty period, any part of the Equipment is claimed to be defective and the claimed defect is confirmed by Seller inspection, Seller shall, at Seller's sole option and as Purchaser's sole remedy, repair or replace the defective Equipment or component part thereof without cost to the Purchaser other than freight and packaging charges to the point of purchase or manufacture.

Seller reserves the right to alter any part of the defective Equipment or component part thereof as it may deem necessary to meet its obligations hereunder.

Performance of Seller's obligations under this warranty is contingent upon the Purchaser giving notification in writing of the existence and nature of the defect no later than within ten (10) days after the discovery thereof together with reasonable proof of the date of purchase or delivery, and the return of the defective part(s), freight prepaid, to the licensed Seller dealer or agent from whom the Equipment was procured.

Seller shall not be liable under this warranty or otherwise for damages which may occur to the Equipment after delivery to the Purchaser or for defects caused by abuse or misuse of the Equipment, corrosion, fire, heat, improper handling, or the effects of normal wear and tear, negligence, or by a failure on the part of the Purchaser to provide reasonable and necessary maintenance which is expected to be the responsibility of the Purchaser. Furthermore this warranty is voided by alterations or by repairs by third parties.

## 2 - Performance warranty

Seller further warrants that the Equipment will perform in accordance with the performance characteristics, if any, of such specifications that may be made a part of a purchase agreement issued hereunder. If the specifications provide for a performance test or tests, the ability of the Equipment to meet this performance warranty shall be determined by the result of such test or tests. Upon the successful completion of such test or tests, all liability of Seller under this performance warranty shall terminate. If such performance test or tests are specified, but for reasons beyond the control of Seller, are not completed within four (4) months after the delivery of the Equipment or sixty (60) days after the Equipment is first put into operation, whichever shall first occur, the Equipment shall be conclusively deemed to have satisfied this performance warranty and all liability of Seller therefore shall terminate.

## B. Services

Seller warrants that the recommendations, guidance and performance of its personnel will reflect competent professional knowledge and judgment in the industry of cryogenic storages and vehicles. In the event any portion of the services rendered to the Purchaser fails to comply with this warranty obligation and Seller is so notified in writing prior to six (6) months after the completion of such portion of the services, Seller will promptly re-perform, at its own expense, such portion of the services.

## 9/ RISK OF LOSS

### A. Transfer of Ownership

Ownership of Equipment shall be transferred to Purchaser when the Equipment is brought onto the delivery point (modify as per the specific project conditions, e.g. FCA delivery). Provided that the Contract Price is paid in accordance with the provisions of this Contract, all Equipment shall be transferred to Purchaser free and clear of all liens, claims or encumbrances and Seller

shall indemnify and hold harmless Purchaser from and against any and all liens, claims or encumbrances against the Equipment or the site as a result of any act or omission of Seller, its subcontractors or suppliers, or their employees, officers or agents, and Seller agrees to promptly remove or cause to be released any such lien, claim or encumbrance; provided, however, that Purchaser is current in making all payments of the Contract Price to Seller under this Contract.

Together with the transfer of ownership of the Equipment, the responsibility for care and custody of the Equipment, together with the risk of loss or damage thereto, shall be transferred to Purchaser.

### B. Loss or Damage to Property/Accident or Injury to Persons

To the extent not covered by insurance provided pursuant to this Contract, Purchaser shall indemnify and hold harmless Seller and its directors, officers, employees and agents from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages and costs and expenses of whatsoever nature including reasonable attorney's fees and expenses, in respect of the death or injury of any person or loss or damage to any property, arising in connection with the execution of this Contract and by reason of the negligence of Purchaser or its directors, employees, officers or agents, except any injury, death or property damage caused by the gross negligence or willful acts or omissions of Seller, its subcontractors or suppliers, and their employees, officers or agents.

If any proceedings are brought or any claim is made against Seller which might subject Purchaser to liability under the present Article, Seller shall promptly give Purchaser notice thereof and Purchaser may at its own expense and name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If Purchaser fails to notify Seller within 30 (thirty) days after such notice that it intends to conduct any such proceedings or claim, then Seller shall be free to take such action as may be appropriate to protect its interests therein. Seller shall make no admission which may be prejudicial to the defense of any such proceedings or claim. Seller shall, at Purchaser's request, afford all reasonable assistance to Purchaser in conducting such proceedings or claim

## 10/ LIMITATION OF WARRANTIES AND LIMITATION OF LIABILITY

There are no express warranties other than those specified herein. Where permitted by law Seller's liability shall be limited to that set forth in this warranty, Seller makes no other warranty of any kind whether statutory, express or implied save for the implied warranties of Seller's title, its right to transfer the Equipment ; and all other warranties of any kind, implied warranties of merchantability and fitness for a particular purpose and warranties arising from course of dealing or usage of trade which exceed the obligations and time limits stated in this warranties are hereby disclaimed by Seller and excluded from this warranty.

Neither Seller nor its subcontractors, suppliers, agents shall be liable for any special, indirect, incidental or consequential loss or damage (including bodily injury or death) of any kind arising out of any defect in or failure or malfunction of the Equipment supplied hereunder and Purchaser shall be responsible for and shall indemnify and hold harmless Seller against any claim, liability or expense which Seller may incur to any person or entity with respect thereto. Claims related to the loss or destruction of anything stored in the Equipment and any profits or revenues associated therewith, loss of use, lots of product claims of Purchaser's shall be considered as consequential damages and are expressly excluded from the coverage of this warranty. No claim against Seller or any kind whether or not based on negligence, strict liability, contract, warranty or any other theory of law, shall be greater in amount than the purchase price of that particular item of Equipment and/or that portion of services for which such claim is made.

## 11/ FORCE MAJEURE

Force Majeure shall mean any event beyond the reasonable control of either the Purchaser or Seller, as the case may be, and its subcontractors, suppliers or agents, such as, but not limited to, windstorm, hurricane, flood, fire, earthquake, war, whether declared or undeclared, terrorism or threats of terrorism, riot, civil commotion, strike, lockout, acts of God, epidemics, embargo, export or import restrictions, restraint of government, government priority, or compliance with any order or request (whether legal or illegal) of any governmental department, agency or officer; provided, however, that Force Majeure shall not include changes in market conditions or a shortage or unavailability of labour, materials or utilities, failure to pay money, conditions at the site or failure of subcontractors or suppliers, agents, and in the case of Seller, to perform, unless caused by circumstances that are themselves Force Majeure.

Should either party be prevented or delayed from performing its obligations under this Contract (other than payment obligations) due to an event of Force Majeure, then it shall inform the other party by E-mail or telefax within 14 (fourteen) days of the occurrence of such Force Majeure. The party that has given such notice shall be excused from the performance or punctual performance of its obligations under this Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented or delayed. The party claiming relief under this Article shall notify the other party promptly after the end of the event of Force Majeure claimed by such party.

The party or parties affected by the event of Force Majeure shall use all reasonable efforts to mitigate the effect thereof upon its or their performance of this Contract and to fulfill its or their obligations. Seller shall be entitled to a Change for the reasonable costs incurred and adjustment to the Time Schedule as a result of the impacts of any event of Force Majeure.

If the performance of the contract is prevented or delayed for an aggregate of more than 90 (ninety) days by one or more events of Force Majeure, Seller shall have the right to terminate this Contract with immediate effect.

#### 12/ PROPRIETARY INFORMATION AND NON-DISCLOSURE

Seller has a proprietary interest in all of the drawings, designs, specifications, documents (including these terms and conditions of sales), information or know-how which may be furnished pursuant to any Purchase Agreement, discovery or invention which may be made, developed, or conceived in the performance of Work hereunder or which may arise or result therefrom. Purchaser shall maintain all said Proprietary Information confidential and shall not use, copy, reproduce, release, disclose, or publish, in any manner or allow access to or possession of said Proprietary Information to any third party without the prior consent of Seller. The provisions of this paragraph shall not apply to information which is known to Purchaser, which is or becomes generally available to the public without breach of any purchase agreement, or which is received from a third person without limitation or restriction at the time of disclosure.

Said Proprietary Information will remain the property of Seller and shall be deemed to have been licensed to Purchaser only for the purpose of using the Equipment as specified in any Purchase Agreement issued hereunder.

Purchaser shall indemnify and hold Seller harmless from any liability or loss suffered by Seller or its subcontractors as a result of Purchaser's disclosure to third parties or improper use of said Proprietary Information.

#### 12/ INSPECTION AND TESTS

All Equipment supplied hereunder will be manufactured, inspected, and tested in accordance with applicable Seller design specifications. Any additional inspections or tests will be for the account of Purchaser and all expenses incurred by Seller in connection therewith are payable upon submission of Seller's invoices.

#### 14/ PATENTS

Seller agrees that it will, at its own expense, and to the extent hereinafter stated, defend and hold the Purchaser harmless in any suit or proceeding insofar as the same is based on a claim

that the Equipment supplied hereunder constitutes an infringement of any patent in force on or before the date of execution of a Purchase Agreement, and so long as the Equipment is covered by a patent also in force at such time in France, provided the Purchaser gives Seller prompt notice of such suit or proceeding, permits Seller through its counsel to defend the same and gives Seller all necessary information, assistance, and authority to enable Seller to do so.

In case said Equipment is in such suit or proceeding held to constitute infringement and the use of said Equipment is enjoined, Seller shall, at its own expense and at its option, either procure for Purchaser the right to continue using said Equipment, or replace the same with non-infringing Equipment or modify it so it becomes non-infringing, or remove said Equipment and refund the purchase price. The foregoing states the entire liability of Seller for patent infringement and such entire liability shall in no event exceed twenty percent of the purchase price of the Equipment supplied hereunder, nor shall such liability include consequential damages of any kind including but not limited to those based upon loss of Purchaser's product and claims of Purchaser.

The provisions of this clause shall not apply to any Equipment specified by Purchaser or manufactured to Purchaser's design, nor shall it apply to systems or combinations in which Purchaser incorporates Equipment supplied hereunder. As to such Equipment, combinations or systems, Seller assumes no liability whatsoever for patent infringement and Purchaser undertakes to defend and indemnify Seller from and against any claim, expenses or proceedings resulting therefrom.

#### 15/ CHANGES

Any changes to the Work, whether proposed by Purchaser or Seller shall be subject to agreement between the parties and implemented following written modification to the Purchase Agreement except that Seller may implement changes in the Work without the approval of or compensation from Purchaser, if such changes shall not adversely affect its Seller's warranty, the technical soundness of the Work or the Purchase Agreement schedule. If any change is such as to cause an increase or decrease in the cost or time of performance or affect any other pertinent provisions of any Purchase Agreement issued hereunder an equitable adjustment will be made in the price, Purchase Agreement schedule, as well as any other terms and conditions as may be affected, including warranties. Seller will be under no obligations to proceed with a change unless or until a change order acceptable to both parties is signed by Purchaser.

Any change in design or Equipment required by any lawful authority of Purchaser's country, or any change in the laws, regulations and standards which affects any Purchase Agreement issued hereunder shall be deemed a change requested by Purchaser.

#### 16/ USE OF EQUIPMENT AND SERVICES

The Equipment and services are intended for use only for the purposes for which they were expressly provided. With respect to any other use, Seller makes no representation or warranty and assumes no liability of any kind, including liability as to completeness, accuracy, usefulness, or non-infringing nature of the Equipment or services.

#### 17/ TERMINATION

The Seller shall be exempted from the performance of any of its obligations under or in connection with this the Terms and Conditions, if and to the extent that such performance is in violation of or otherwise inconsistent with (a) any legislative or regulatory provision affecting the Seller's ability to perform or (b) any contractual obligation of Seller or any of its affiliates having a negative effect on the Seller's or any of its affiliates' funding agreements or ability to raise funding in the EU, the US or the UK.

This Terms and Conditions shall be suspended or terminated, as notified by the Seller and to the extent required by the provisions and the obligations mentioned above under (a) and (b),

notwithstanding any other provision in this Terms and Conditions. The Seller shall provide the Purchaser with reasonable evidence, such as an official notice or a legal opinion, of the legal impediment's occurrence or continuation upon receipt of the Purchaser's written request and shall notify the Purchaser in a timely manner after the conditions to resume performance are met in accordance with this provision.

Either party may terminate any purchase agreement issued hereunder upon sixty (60) days prior written notice to Seller and payment of reasonable and proper termination charges. Such charges will include a portion of the purchase price, adjusted as necessary, reflecting the amount of work completed at the time of termination plus the expenses associated with the termination, including any additional expense incurred by reason of Seller's agreements with its subcontractors and suppliers, and any applicable charges allocated in contemplation of Purchase Agreement performance. All such charges shall include a reasonable profit. Seller will make every reasonable effort to minimize such termination charges. All termination charges are payable within thirty (30) days of submission of Sellers invoices.

#### 18/ COMPLIANCE WITH LAWS AND STANDARDS

The laws, regulations and standards as are applicable to the performance of the Work will be specified in any Purchase Agreement issued hereunder, and Purchaser or its agents shall assist Seller in identifying and interpreting any special requirement or any change in the laws, regulations, codes and standards issued by any lawful authority or regulatory agency of Purchaser's country. Any change in the laws, regulations and standards impacting the Purchase Agreement shall manage under the provision of the Clause 15 – Changes.

#### 19/ LANGUAGE, WEIGHTS AND MEASURES

In all communications or documents exchanged between Purchaser and Seller, the French and/or English language shall be used as the official languages. Weights and measurements shall be the metric system of units.

#### 20/ APPLICABLE LAW

The terms and conditions and any Purchase Agreement issued hereunder will be governed by and interpreted in accordance with the laws of Switzerland, and particularly the Swiss Federal Code of Obligations.

#### 21/ SETTLEMENTS OF DISPUTES

All disputes arising in connection with any Purchase Agreement issued hereunder shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Lausanne (Switzerland).

#### 22/ SURVIVAL

The terms and conditions contained herein entitled limitation of liability, patents, proprietary information and nondisclosure and all of the terms and conditions providing for limitation of or protection against liability shall apply notwithstanding any other provisions and shall survive termination, cancellation, or expiration of any purchase agreement governed by these terms and conditions.

In the event that any of the provisions, or portions, or applications thereof of these terms and conditions are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions, or applications thereof, shall not be affected thereby.