

Standard Terms & Conditions of Quotation and Sale

EX Works (EXW – Cryotech in Ft. Madison, IA, U.S.A.) INCOTERMS 2010

1. Quotations and Offers

Written quotations will be provided on request and are valid for sixty (60) calendar days unless stated otherwise.

2. Prices

For domestic and international customers: Price lists are subject to change without notice. Price is for Goods placed at Cryotech's premises at the disposal of Buyer, pursuant to EX WORKS EXW (Cryotech in Ft. Madison, IA, U.S.A.) INCOTERMS 2010. Buyer bears all costs and risks involved in taking Goods therefrom. **For international customers:** Buyer shall make payments for this Order in United States Dollars. Buyer shall pay in advance or open an irrevocable documentary Letter of Credit in favor of Cryotech through a primary Bank operating in the U.S.A. and valid for 30 (thirty) months. Said letter of credit shall be acceptable to Cryotech, allow for partial payments, and may be confirmed at Cryotech's discretion and expense. Buyer will notify Cryotech when it receives communication of the opening of the Letter of Credit by the appropriately designated U.S.A. office. The Letter of Credit may be advised or confirmed through a bank of Cryotech's choice.

3. Taxes

Prices do not include sales tax, use tax, excise tax, personal property tax, assessments, ad valorem tax, stamp and documentary taxes, and all other governmental charges, fees, fines, or other penalties whatsoever, whether payable by Cryotech, or the Buyer, on or relating to the product or the use, registration, shipment, transportation, delivery or operation thereof, other than federal or state income and franchise taxes of Cryotech. The Buyer, in lieu thereof, must provide Cryotech a tax exemption certification acceptable to the respective taxing authorities.

4. Specifications

Product specifications are detailed in supplementary sheets or on Cryotech's web site at www.cryotech.com. Cryotech reserves the right to change product specifications or discontinue any items.

5. Inspection and Acceptance

Inspection and testing are completed in the factory prior to shipment according to Cryotech customary procedures. Acceptance of product shall be presumed to be made at delivery.

6. Title Transfer and Risk of Loss

Title and risk of loss to products covered by the Order shall pass from Cryotech to Buyer when Goods are placed at Cryotech's premises at the disposal of Buyer, pursuant to EXW (Cryotech in Ft. Madison, IA, U.S.A.) INCOTERMS 2010. Passing of title shall not constitute acceptance of the product by Buyer.

7. Packaging and Shipping

Goods will be placed at Cryotech's premises at the disposal of the Buyer, pursuant to EXW (Cryotech in Ft. Madison, IA, U.S.A.) INCOTERMS 2010. Standard packaging is suitable for Domestic and Export Ocean Freight Shipments. Special packaging may be provided at additional cost. Shipments should be carefully examined on arrival before signing a receipt. A signed bill of lading or delivery ticket with no exceptions noted will indicate the count, description, and condition are acceptable. Claim for shipment errors must be made within ten (10) calendar days after receipt of goods. No goods shall be returned unless authorized by Cryotech in writing. If Buyer (i) cancels any shipment before it has been unloaded or any other time after such Shipment is already in transit or (ii) cannot accept the full order quantity, Buyer will pay any additional costs incurred (such as freight, demurrage, or terminal unloading fees) for shipment return at actual costs.

8. Payment

Payment terms are Net 30 days in accordance with standard commercial terms for Buyers with established credit with payment submitted by Automated Clearing House (ACH) or check.

9. Limitation of Liability

Cryotech shall not be liable in contract, warranty, tort (including negligence), strict liability or otherwise for any incidental or consequential damages of any kind. This provision shall apply to the full extent permitted by law. Cryotech's total liability to Buyer shall not exceed an amount equal to the total price paid or due Cryotech for defective or deficient goods. Buyer agrees to protect, indemnify and hold Cryotech harmless against and from all claims, losses and liability arising out of damage to property, or injury to, or death of, persons, occasioned by, or in connection with Buyer's use or sale of goods delivered under this Order. Cryotech neither assumes, nor authorizes any person to assume for it, any other liability in connection with the use or sale by Buyer of goods or services delivered under this contract.

10. Limitation of Use

General Atomics International Services Corporation dba Cryotech Deicing Technology

Buyer agrees that Cryotech has a valued commercial position in its field(s) and is the owner of the design, data, specifications, drawings and other technical information related to its products. Buyer agrees that it will safeguard and not disclose any documentation acquired under this Order, which is identified as proprietary by Cryotech, to any other third party without obtaining the prior written approval of Cryotech. Title to all said proprietary documentation shall remain vested in Cryotech. No licenses or rights are granted or implied by this Order under any patents, patent applications, trademarks or tradenames owned or controlled by Cryotech or under which Cryotech has rights. This provision shall survive any termination of this Order. Buyer agrees that this contract shall be subject to all United States (U.S.) laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations. Buyer agrees that any technical data delivered under this Order, which is subject to U.S. export control, will not be transferred to a foreign person or third country or to a national of a third country unless prior written approval of the U.S. Department of State has been obtained.

11. Force Majeure

Delay in or failure to carry out the duties imposed upon Cryotech under this Order shall not be deemed breaches of the Order, if such delay or failure results from fire, explosion, labor disputes, casualty or accidents, lack or failure of transportation facilities, epidemic, cyclone, flood, drought, or lack or failure of the Buyer or the Buyer's subcontractors to perform work or supply labor, materials or utilities as required by this Order or by reason of war, declared or undeclared, revolution, civil commotion, acts of public enemies, blockage or embargo, or by reason of any law, proclamation, regulation, ordinance, demand, or requirement of any government or any sub-division, authority or representative of any government or by reason of any other cause whatsoever, whether similar or dissimilar to these enumerated, beyond the control of Cryotech.

12. Governing Law

This Order shall be governed by, and construed in accordance with, the substantive laws of the State of California.

13. Disputes

All disputes arising out of or in connection with this Order, which cannot be first settled promptly and amicably through direct and meaningful negotiations between the parties, shall be settled by a three (3) person Commercial Arbitration Tribunal under the auspices and pursuant to The Commercial Arbitration Rules of the American Arbitration Association in effect at the time such arbitration is commenced. Such arbitration proceedings

shall be conducted in the English language and shall take place in San Diego, CA. The decision of the Commercial Arbitration Tribunal shall be final and binding on both parties.

14. Changes

Should the parties agree to make any changes to the requirements of this Order, the nature of said changes and any mutually agreed upon adjustments shall be set forth in a detailed amendment which shall be signed by both parties prior to taking effect.

15. Notices

Notices to Cryotech should be forwarded to the following address:

General Atomics International Services Corporation dba
Cryotech Deicing Technology
6103 Orthoway
Fort Madison, IA 52627
Attn: Contracts

Buyer should specify an address, point of contact, and telephone/facsimile numbers when ordering. Either party may change its designations by written notice to the other party. Routine correspondence may be sent by facsimile or e-mail transmission.

16. Severability

If any one or more of the provisions contained herein, or in any document executed in connection herewith, shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired; provided, however, that in such cases the parties shall use their best efforts to achieve the purpose of the invalid provision through negotiation of alternative provisions or otherwise.

17. Export Control

Both Parties shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774. Both Parties will strictly comply with the conditions in any such approval and in the export license or other Government authorization. **This sale is a "routed export transaction" as defined in 15 C.F.R. 772 and 758.3 (b).** A routed export transaction where the foreign principal party in interest authorizes a U.S. forwarding or other agent to facilitate export of items from the United States. All provisions of the EAR, including the end-use and end-user controls found in part 744 of the EAR, and the General Prohibitions found in part 736 of the EAR, apply to routed export transactions.

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Cryotech is the U.S. principal party in interest, whereas Buyer's agent is the exporter and must determine licensing authority (License, License Exception, or NLR), and obtain the appropriate license or other authorization. **By placing an order with Cryotech, Buyer expressly assumes responsibility for determining licensing requirements and obtaining license authority, making the U.S. agent of the Buyer the exporter for EAR purposes.**

18. Foreign Corrupt Practices Prohibition

By entering into this Order, each Party certifies and represents that it has not made or solicited and will not make or solicit any offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value to any governmental official or any political party, party official or candidate, either directly or through an intermediary, corruptly for the purpose of influencing any official act, omission, or exercise of influence by the recipient, to assist the other Party in obtaining or retaining business.

19. Anti-Kickback Act of 1986

By entering into this Order, each Party certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986 (41 U.S.C. Sec. 51-58), which is incorporated herein by this specific reference.

20. Release of Information

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Order, shall be made by either Party without the prior written approval of the other Party's Procurement Representative.

21. Assignment

Neither Cryotech nor Buyer may assign, transfer or otherwise convey any or all of its rights or obligations under this contract without the prior written consent of the other party.

22. Order of Precedence

Any inconsistency in this document or price sheet shall be resolved by giving precedence in the following order:

- A. Price Schedule
- B. This Document
- C. Contract Provisions

23. Survivability

If this Order expires, is completed, or is terminated, Cryotech and Buyer shall not be relieved of those obligations contained in the following provisions:

Governing Laws
Disputes
Export Control
Limitation of Use

Release of Information

24. Waiver

Failure of either Party to enforce any provision(s) of this Order shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of either Party thereafter to enforce each and every such provision(s). The rights and remedies of both Parties in this Order are cumulative and in addition to any other rights and remedies provided by law or in equity.

25. Acceptance of Contract/Entire Agreement

These terms and conditions and those on the face of the Quote to which this document is referenced including other specifications, attachments or documents incorporated by reference, constitute the complete and exclusive agreement between Buyer and Cryotech and supersede all previous negotiations, discussions, communications, representations, agreements, arrangements or understandings, whether written or oral between the parties related to the subject matter of the Quote. No agreement or understanding varying or extending the terms or conditions of the Quote will be binding unless executed in writing by an authorized representative of Cryotech.