

ARITAS CRYOGENICS

GENERAL TERMS AND CONDITIONS OF SALE

- General.** These general terms and conditions shall apply to all quotations, offers, sales, deliveries, services, agreements and all associated activities and transactions of Arıtaş Kriyojenik Endüstri Sanayi ve Ticaret A.Ş and its affiliated companies and third parties that it engages (jointly referred to as: "Aritas"), issued to, concluded with and/or carried out with the buyer (hereinafter referred to as: "you"). In these terms and conditions the term products includes services, unless the context indicates otherwise. By accepting offers or products or services of, placing orders with and entering into agreements with Aritas you accept that you are bound to and shall act in accordance with these general terms and conditions. Aritas affiliated companies and the third parties it engages can invoke these terms and conditions against you. Aritas only binds itself if these general terms and conditions apply. Your general terms and conditions or any different or additional terms purported to be made or conditioned by you will only become binding on Aritas if they are explicitly accepted by Aritas in writing. Delivery of products or services by Aritas shall not mean that Aritas has accepted (the use of) terms and conditions other than its own, or that other general terms and conditions apply.
- Offers and orders.** All offers of Aritas are without obligation. You can only order in writing. If you have made an order to Aritas to purchase, this order shall become irrevocable to you after such order is accepted by Aritas in writing. Your order is an offer to Aritas to purchase, which shall only be deemed accepted by Aritas's written confirmation of the order. You are required to verify that the order confirmation is complete and correct. Sending messages to Aritas by electronic means (e.g. EDI) will be at your risk.
- Prices.** All prices are exclusive of any applicable sales, use, excise or other taxes. You are responsible for and shall pay all applicable taxes, charges and duties. All quotations are valid for a period of 14 days, unless such period is extended in writing by Aritas or a shorter period is indicated in the quotation.
- Delivery and claims.** Unless otherwise agreed in writing, the delivery term starts on the date of the written confirmation of the order. If payment in advance or prepayment has been agreed, the delivery term shall start after receipt of full (pre)payment. The last version of the INCOTERMS applies. Delivery term is EXW unless otherwise agreed in writing. Aritas is entitled to make part-deliveries. You have an obligation to take up the products. If Aritas agrees in writing to prepay transportation and transit insurance charges for your account, then Aritas is entitled to include shipping, handling and any transit insurance charges on its invoice. You shall indemnify, defend and hold Aritas harmless from any claims by freight carriers for your failure to pay freight charges. Delivery dates quoted are based on Aritas's best estimate of a realistic time when shipment will be made, and are subject to change. Delivery dates will be confirmed on Aritas's acceptance of any resulting order, and Aritas will use its best efforts to meet such delivery date. Aritas may make early shipment or partial shipments and invoice you accordingly. Claims by you for shortages or for damage during shipment must be made in writing specifying in detail the nature and extent of the shortage or damage within ten (10) business days of delivery, accompanied, in the case of claim for shortage or damage, by the original freight bill (or a legible copy thereof) with a notation on the face thereof by the local agent of the carrier listing the items or quantity short or damaged. If the Products not be taken upon Ex-works delivery and after 30 days of grace period, a daily storage fee of 8,00€ per square meter shall be invoiced for the storage of the Products
- Retention of title and risk of loss.** All products delivered or to be delivered by Aritas shall remain the property of Aritas until the moment you have fully complied with all of your payment obligations to us. You are obliged to give your full assistance to all measures and all documents that Aritas wishes to execute to protect its proprietary rights on those products. Aritas is irrevocably authorised, without notice of default being required, to repossess the products, if you fail to comply with your payment obligations or if Aritas has good grounds to fear that you shall fail to comply with your obligations and you are not in a position to provide appropriate security. The risk of loss shall transfer from Aritas to you upon delivery to you or a third party engaged by you conform the INCOTERM as agreed between you and Aritas.
- Product and service specifications.** Price and delivery schedule are based on the applicable laws, codes, and standards stated in the product and service specifications in effect as of the date of Aritas' acceptance of the order and agreed in writing with Aritas. If such laws, codes, and standards change, or if you change the laws, codes, and standards stated in the specifications, and such change increases or decreases the cost of performing the work or impacts the delivery schedule, then Aritas will advise you of the same, and the parties shall promptly negotiate in good faith and mutually agree upon any modification to the order resulting from any such change. Any laws, statutes, codes or standards, or interpretations thereof that do not match the laws, statutes, codes or standards in the product and service specifications are hereby exempt from the agreement unless written copies are presented by you to Aritas and additional specifications have been explicitly accepted in writing by Aritas as part of this Agreement.
- Product selection.** It is solely your responsibility to verify whether the products and/or services are fit for your envisaged purpose and meet the requirements set. Aritas shall never guarantee that the delivered product and/or service is fit for the purpose for which you wish to use the product or service. It is your responsibility to clarify which Aritas product or service is to be selected for a particular project. The same applies to how Aritas's products and/or services should be applied and how Aritas's products and/or services should and can be combined with other products and/or services. Any information from Aritas does not release you from that responsibility or allows that responsibility to be shared with Aritas in any way. Aritas is not responsible for verifying the accuracy or completeness of your information.
- Installation and/or connection services.** If separately agreed between Aritas and you, Aritas will install the product at your site and/or connect the product to your facilities. You will remain responsible for ensuring the compliance with the applicable international and/or local standards, norms and regulations.
- Authority of Aritas's agents.** No agent, employee or representative of Aritas has any authority to bind Aritas to any representation or warranty, whether made orally or in writing, concerning the goods or services, other than as specifically set forth in the product and/or service specifications in effect as of the date of Aritas' acceptance of the order and agreed in writing with Aritas. You hereby affirm that neither Aritas, nor any of its agents, employees or representatives, have made representations other than those specifically set forth in the product and/or service specifications and you affirm that your purchase of the products or service is based solely upon these product and/or service representations.
- Failure to comply with applicable codes and standards.** The use of Aritas products in any project, including the use of Aritas products in combination with any other product, is to be in full compliance with all laws, codes, rules and regulations. We advise you that you seek assistance from qualified professionals in selecting, ordering and applying our products for your use. Aritas is not in the position to provide any advice or guarantee compliance other than in respect of Aritas's representation on its products only. In no event shall Aritas be liable to you or any third party for any claims, costs or damages arising out of or relating to lack of compliance with any applicable code(s) or industry standard(s) that regulate the use of the products. You agree to defend, indemnify and hold Aritas harmless from any and all liability, claims, costs or damages of whatsoever kind, nature or description, arising out of or relating to lack of compliance with any such applicable code(s) or industry standard(s) regulating its use, or for any use or installation or connection of the products in combination with any other materials, components or systems.
- Warranty.** ARITAS WARRANTS TO YOU THAT ALL PRODUCTS MANUFACTURED BY ARITAS SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 1 YEAR AFTER INITIAL USE (OR PLACEMENT INTO STORAGE) OR 18MONTHS AFTER THE DATE OF SHIPMENT, WHICHEVER EXPIRES FIRST, EXCEPT THAT PARTS SOLD AS SPARES OR FOR REPLACEMENT ARE WARRANTED FOR 90 DAYS AFTER THE DATE OF SHIPMENT OR UNTIL THE EXPIRATION OF THE WARRANTY OFFERED BY THEIR ORIGINAL MANUFACTURER, WHICHEVER EXPIRES FIRST. ALL RESALE PRODUCTS AND COMPONENTS ONLY CARRY THE WARRANTY OFFERED BY THEIR ORIGINAL MANUFACTURER. These warranties do not cover installation and/or connection services provided by Aritas, services, designs, goods, equipment, services or materials furnished by you and do not apply to any products or services or parts thereof which Aritas determines: (1) to have been improperly installed or repaired; (2) to have been altered or modified in any way without Aritas's prior written approval; (3) to have been subjected to misuse, abuse, excessive external forces, negligence or accident; (4) to have been installed, stored, used, or operated in a manner contrary to Aritas's instructions, specifications and drawings, outside the specified design conditions, or not used in accordance with normal operating and maintenance practices; (5) are purchased as used products, a prototype or a sample; or (6) resulted from normal wear and tear, corrosion or erosion. Each of the foregoing shall act to void any existing warranty. Proper installation of normal maintenance parts does not constitute a modification. You agree to defend, indemnify and hold Aritas harmless from any third party claims arising out of the use, resale, or lease of said furnished products.
- Exclusive remedy.** Should any failure to conform to the applicable warranties stated above occur during the warranty periods specified above, then you shall appropriately decontaminate the products and provide Aritas with prompt written notice identifying the problem, but in no event shall such notice be more than 30 days after discovery of such failure. Provided that you have fulfilled all of your obligations under the agreement and complied with the procedures set forth in this Section 12, Aritas shall inspect said products within 30 business days after receipt of your notice. Aritas's sole obligation, and your sole remedy, is for Aritas to correct such nonconformity by, at Aritas's option: (1) repair the nonconforming products or parts thereof; or (2) replacement of the nonconforming products or parts thereof. Repairs or replacements made pursuant to warranty shall be warranted for the time remaining in the original warranty period or 30 days, whichever is longer. Aritas will make all arrangements to either transport such products to and from Aritas's repair or factory facility or to your site, at Aritas's sole option; provided, however, that Aritas shall not be responsible for providing working access to the defect, including disassembly and reassembly of products or for transportation costs to and from Aritas's repair or factory facility, all of which shall be at your risk and expense. If it is determined by Aritas that such failure was not covered by the warranty stated above, then Aritas will invoice you, and you agree to pay, for all such inspection and other expenses. No Aritas liability exists for products or services shown to be defective until such time as the products and services have been paid for.
- Disclaimer.** NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS EITHER MADE OR SHALL BE DEEMED MADE BY ARITAS WITH RESPECT TO THE PRODUCTS. ARITAS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE OR USAGE. YOUR REMEDY FOR DEFECTIVE OR NONCONFORMING PRODUCTS SHALL BE LIMITED TO, AT THE OPTION OF ARITAS, EITHER (1) REPAIR OF THE NONCONFORMING OR DEFECTIVE PRODUCTS, OR (2) REPLACEMENT OF THE NONCONFORMING PRODUCTS. THE ARITAS WARRANTY SHALL BE NULL AND VOID AND/OR SHALL BE DEEMED REVOKED UPON ANY FAILURE TO FULLY ADHERE TO ANY OF ITS CONDITIONS.
- Limitation of Liability.** IN NO EVENT SHALL ARITAS HAVE ANY OBLIGATION OR LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY (INCLUDING YOUR CUSTOMERS OR CONTRACTORS) FOR ANY LOSS OF USE, DELAY, COST OF SUBSTITUTE PRODUCTS, DOWNTIME COSTS, LOSS OR INJURY TO EARNINGS, PROFITS OR GOODWILL, PENALTIES OR INCIDENTAL PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (EVEN IF ARITAS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF) ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR, INSTALLATION, CONNECTION OR PERFORMANCE OF ANY OF ARITAS'S PRODUCTS SUBJECT TO THE ORDER. ARITAS'S LIABILITY ARISING UNDER THE AGREEMENT OR ON OTHER GROUNDS IS LIMITED TO THE NET INVOICE VALUE OF THE PRODUCTS IN QUESTION, AND, IF THE WHOLE INVOICE DOES NOT ONLY RELATE TO THOSE PRODUCTS, TO THAT PART OF THE INVOICE TO WHICH THE LIABILITY RELATES. ARITAS'S LIABILITY IS IN ANY CASE ALWAYS LIMITED TO THE AMOUNT THAT ARITAS RECEIVED FROM ITS INSURER IN RESPECT OF ITS LIABILITY. ARITAS IS NOT LIABLE FOR LOSS OR DAMAGE FOR WHICH YOU ARE INSURED.
- Compliance with Trade Laws.** In no event shall Aritas be required to provide or deliver any technical information, data or products, including where such product is for incorporation into your end-item, if such provision or delivery is prohibited or restricted by any law or regulation of the European Union (EU) or US Government, including departments, agencies and sub-divisions thereof or of any other applicable governmental agency of any country having jurisdiction, including the country in which the products or end item to be sold will be installed, used, or performed. Should Aritas's performance of its obligations hereunder be prohibited by any applicable governmental agency, in whole or in part, or if the exportation or importation of the products which is the subject of this agreement be precluded because of the inability to obtain an export or import license within a reasonable time, as appropriate, then Aritas's obligations hereunder shall be terminated at Aritas's option, and Aritas shall be entitled to reasonable cancellation charges. Unless otherwise agreed in writing by Aritas, you accept all responsibility for exporting and importing any product and any end-item sold hereunder, will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by any applicable government agencies, and paying all duties and taxes necessary for exportation and importation. You agree to export, re-export or import any products, end items and/or components thereof, technical information or data of Aritas solely in full compliance with the laws or regulations of the European Union (EU) or US Government, including departments, agencies and sub-divisions thereof or of any other applicable governmental agency of any country having jurisdiction and shall cause the end user of any products, end items or components thereof, to comply with such applicable laws. You warrant and represent that you are in full compliance with all such applicable export and import laws, including US Sanctions Regulations, the EU trade laws and regulations, the International Traffic In Arms Regulations, the Export Administration Regulations, and all US and EU anti-boycott and embargo regulations, and you shall provide Aritas with such written assurances of compliance as requested by Aritas from time to time. Specifically, you agree not to export, re-export, sell or lease any products, end items, or components or technical data thereof to a party identified on a restricted parties list maintained by the US or EU Government related to US or EU export controls and sanctions, including but not limited to those designated on the Specially Designated Nationals and Blocked Persons List and entities owned 50% or more by such parties, to a country subject to comprehensive US or EU sanctions or a US or EU embargo prohibited person, or for a prohibited use under such trade regulations or any other applicable trade laws. You agree to indemnify and hold Aritas harmless from and against any and all damages and expenses (including attorneys' fees) resulting from your violation of applicable export and import regulations, including the above trade regulations.
- Time for bringing action.** Any legal action (including any proceeding) brought by you must be commenced within one (1) year after the occurrence of the event giving rise to any such claim, and in no event later than two (2) years after delivery of the product, in absence of which such claim shall be deemed expired. You waive all causes of action arising after the earliest of one (1) year from the date of the occurrence of the event giving rise to any such claim and two (2) years after delivery of the product.

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GENERAL TERMS AND CONDITIONS OF SALE

17. **Force Majeure.** Aritas shall not be liable to you for any failure to perform any obligations hereunder to the extent that such failure is the direct or indirect result of conditions beyond its control, including but not limited to and without prejudice to what is understood in any case by the term in law and case law, frost, fire, (natural) disasters, lack of raw materials, strike, stagnation in the supply of products by suppliers, unforeseen circumstances within the business, transport difficulties, import and export restrictions, restrictions of the United States Government or other governments having jurisdiction and/or other unforeseen hindrances that, inter alia, render the manufacture or transportation of the products wholly or partially impossible. Aritas may allocate its available supply among its purchasers, including its own internal customers in an equitable manner as determined by Aritas in its sole discretion.
18. **Dissolution and suspension.** Aritas is authorised to dissolve an agreement with you extra-judicially, by means of a written statement to you, or to suspend the performance of its obligations under the agreement, all without creating any right to compensation for you, if the implementation of the agreement is hindered or hampered in circumstances where, inter alia, there is an event of force majeure, you are in default for more than two months, you apply for a moratorium on payments, there is request for you to be declared bankrupt, or you are declared bankrupt; attachment is levied on one or more of your assets or in the event that, in the reasonable opinion of Aritas, your financial status gives grounds. Aritas can suspend the performance of all - relevant, earlier or later – orders in whole or in part. Aritas shall have the right to collect for all work performed through the date of termination and, to the extent reasonably related to such termination, following the date of termination.
19. **Payment.** If no statement is made to the contrary on the invoice, payment must be made by bank transfer into an account nominated by Aritas, within the deadline of 14 calendar days of date of invoice. Aritas reserves the right to secure full or partial payment in advance if, in Aritas's sole discretion, your financial condition does not justify credit extension. Aritas reserves the right to require collateral from you to secure repayment for your credit account or individual purchase orders. Any right to suspend performance or right to set off by you is excluded. You are not allowed to suspend your payment obligation, and remain obliged to take up and pay for other ordered products and part-deliveries of the same order. Payment-related costs, such as fees charged by banks for remitting the amounts of the invoices and the costs incurred in offering shipping documents must be borne by you.
20. **Past due sums.** Any sums not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month (compounding) until paid, provided that if such rate of late charge is not permitted by law, the highest legal rate shall be charged. In the event payment is not made as provided herein, Aritas shall have the right to withhold further products until payment is made or to declare that all outstanding balance is due immediately or to terminate the order and receive damages until paid. Aritas reserves the right to change credit terms on any outstanding portion of an order if any sums are not paid when due.
21. **Intellectual property rights.** Intellectual property rights in respect of products, materials and/or services delivered by Aritas to you or provided in any other way (such as: analyses, designs, documentation, reports, offers, etc.) are vested exclusively in Aritas or its suppliers and/or licensors, as applicable.
22. **Miscellaneous.** These terms and conditions together with the terms contained in the final written proposal issued by Aritas form the agreement and constitute the entire agreement between the parties and there are no agreements, understandings, restrictions, warranties, or representations, between Aritas and you other than those set forth herein. In the event that any provision of these general terms and conditions shall be construed to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not be deemed to affect the remaining provisions thereof, and these general terms and conditions shall be construed and enforced as if such provision had never been included therein. The failure of either party to enforce, at any time or for any period of time, any provision of these general terms and conditions will not be interpreted to be a waiver of such provision or of the right of such party thereafter to enforce each and every provision of the order. You shall not assign any rights without the prior written consent of Aritas which shall not be unreasonably withheld. Any purported assignment without the prior written consent shall be null and void. A change of control shall constitute a prohibited assignment. Nothing expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies. Aritas reserves the right to make changes in and additions to the general terms and conditions. Aritas will inform you of any change or addition.
23. **Governing law and dispute resolution.** Your agreement with Aritas as well as the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Republic of Turkey without regard to any conflict of law principles. Applicability of the Vienna Sales Convention is excluded. Exclusively the Court of Istanbul, Turkey has jurisdiction.