



KRYOTHERM

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GENERAL TERMS AND CONDITIONS OF SALE

All KRYOTHERM sales of products and services (referred bellow as Products) should be in accordance with the present General Terms and Conditions of Sale (referred bellow as Terms). Deviations from these general conditions are possible only with KRYOTHERM written approval. In case a Contract signing, the contract will have preference over these Terms.

1. Offers and Prices

KRYOTHERM provides the Buyer upon the request with Commercial Offer, containing completely specified articles as listed below:

- Detailed technical specification of the Products to be delivered by KRYOTHERM;
- Quantities and Prices, based on Incoterms 2000 EXW, St. Petersburg, Russia;
- Additional packaging, customs clearance and freight - upon request;
- Terms of Payment;

2. Buyer's Purchase Order (PO)

KRYOTHERM anticipates that the Buyer issues a PO with fully specified conditions basing on the relevant Commercial Offer. KRYOTHERM keeps the right to limit minimum quantity of Products in one PO.

3. Order Confirmation

KRYOTHERM takes obligations to confirm the receipt and acceptance of the PO within 5 days in written by Order Confirmation to the Buyer's address indicated in the relevant PO. The PO is legally invalid unless KRYOTHERM has duly confirmed its acceptance. If the Buyer does not send any changes or cancellation within 2 (two) days, KRYOTHERM consider the Order Confirmation accepted.

4. Purchase Order Revision/Cancellation

Any modification to the present Purchase Order should be agreed in writing prior to the order final acceptance by KRYOTERM. Should any modification take place once the PO was

accepted, this is to be done in writing upon the mutual agreement of the parties concerned. In case of order cancellation or changes by the Buyer after PO was accepted, KRYOTHERM has the right to claim reasonable charge.

5. Packing

Every precaution should be taken by KRYOTHERM to make Products securely and properly packed to withstand freight transshipment. The price of KRYOTHERM standard packing is included in the base price.

Should the Buyer has any alternative packing requirements, these are to be specified in the Purchase Order. Detailed information on the KRYOTHERM packing standards is available upon request.

6. Delivery Conditions

The KRYOTHERM Products price is quoted EX Works, Saint-Petersburg, Russia in full compliance with Incoterms 2000. Should the Buyer prefers other delivery conditions that the above-mentioned, these are to be mutually agreed upon and stated in the Purchase Order.

7. Export License/ Import License

KRYOTHERM own all needed Licenses for export activity. It is a sole responsibility of the Buyer to obtain the Import License and bear the charges.

8. Insurance

The Buyer can insure the goods for their account. Such insurance is to come into force once the Products has been transferred by KRYOTHERM to forwarding company.

9. Quality Guarantee and Warranty

KRYOTHERM guarantees that Products are in all respects in accordance with the description, technical conditions and specifications of the order.

KRYOTHERM guarantees, that Products are free from defects in material and workmanship. This warranty is valid to the original Buyer for one (1) year from the date of the original sale upon full observance of Products installation and operation instructions. This warranty does not cover the effects of reasonable wear and tear or damage resulting from mishandling in transit, vandalism, misuse, abuse, alteration, accidents, or lack of reasonable care and maintenance.

10. Reclamation

In case the Buyer would find Products not conforming initial technical specification during warranty period the Buyer should prepare Fault Report with description of detected nonconformity and conditions at which it was detected. Basing on Fault Report KRYOTHERM has the right to require samples for testing in it's facilities. In 15 (fifteen) days KRYOTERM takes obligation to provide the Buyer with the technical conclusion. If KRYOTHERM admits production fault, then all nonconforming Products would be replaced free of charge in agreed time. However, should Products defect results from its misuse, abuse, improper installation, etc, KRYOTHERM is to provide the adequate application instructions for the particular Product application. Alternatively, KRYOTHERM should offer adequate manufacturing options to eliminate such occurrences in future at the mutually agreed fee.

11. Force-Majeure

Should any circumstances arise which prevent complete or partial fulfillment by any of the parties of their respective obligations under the PO, namely: fire, flood, earthquake or any other circumstances beyond the control of the parties, the time stipulated for the fulfillment of the obligations should be extended for a period equal to that during which such circumstances last. The party for whom it becomes impossible to meet their obligations under the PO, should immediately advise the other party in regard to the beginning and cessation of the circumstances preventing the fulfillment of their obligations. If the notification of such circumstances has taken place 15 (fifteen) days later after the event itself, the party can not claim its existence. Certificates issued by the respective chamber of commerce of the KRYOTHERM or the Buyer's country should be sufficient proof of such circumstances and their duration. If the above circumstances last for a period longer than six months or for several periods which total to 6 (six) months, Parties should have the right to cancel the order with immediate payment by the Buyer for all delivered Products.

12. Limitation of Liability

Should KRYOTHERM not fulfill or improperly fulfill its obligations under the Buyer's PO, it should have no liability for indirect or consequential losses of the Buyer's PO such as loss of profit, loss of contracts and loss of use of Products.

13. Sanctions

In case the Buyer fails to pay the issued Invoice in agreed time the interest and commission rates usual in banking are becoming due. KRYOTHERM has a right to stop other PO shipment until the debt is fully paid. Date of payment is considered as a date of funds entry to KRYOTHERM bank account.

14. Arbitration

Any disputes and differences which may arise under or in connection with the fulfillment of the Buyer's PO should be settled by negotiations between the parties involved. If the Parties do not come to agreement, the matter is to be settled at the Arbitration Court in Saint-Petersburg, Russia, no recourse to law courts being permitted. The Arbitration Court should consider the PO, agreed amendments, the present Terms and the rules of the Russian Civil Law. The awards of this Arbitration should be considered final and binding upon both parties.

15. Language

All correspondence connected with the execution of the PO should be in English, unless otherwise specified.