

-- TERMS AND CONDITIONS OF SALE --

International Cryogenics, LLC ("Seller") will sell and convey to Buyer and Buyer will purchase from Seller the personal property (the "Product" or "Products") described on the invoices ("P.O.s") as shipped with the Products to Buyer when ordered by any means from Seller, upon the terms and conditions set forth below (the "Terms"). If the terms and conditions set forth below conflict with the terms and conditions in any agreement between Seller and Buyer that incorporates these Terms (the "Master Agreement"), the terms and conditions in the Master Agreement shall control. Any capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1.TERMS: Buyer agrees to pay to Seller the amount indicated on the P.O., net 30 days (U.S. Funds only), for Buyer's purchase of any Products. A service charge and a monthly interest charge will be assessed to all past due amounts as provided below. Accounts 60 days past due will be placed on C.O.D. status until account is paid in full and reopened. All prices are F.C.A. Seller's facility in Indianapolis, Indiana. International sales will require additional payment arrangements.

2.RESTOCKING CHARGE: Seller, in its sole discretion, may accept returns of Products. For accepted returns, a restocking charge of twenty percent (20%) of the applicable Product price will be charged if returned for reasons other than an identified defect of Product.

3.WARRANTIES: THE EXPRESS WARRANTIES CONTAINED HEREIN ARE SELLER'S SOLE WARRANTIES OF ITS PRODUCTS. SELLER MAKES NO FURTHER OR ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER'S REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. THESE WARRANTIES ARE SUBJECT TO CHANGE FROM TIME TO TIME FOR PRODUCTS MANUFACTURED OR REPAIRED AFTER SUCH CHANGE.

4.LIMITATION OF LIABILITY: Seller shall not under any circumstances be liable to Buyer or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss or damage to other property or equipment (including any loss of material stored or shipped in the product), cost of capital, or of purchased or replacement goods, or expense, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use the Products or by any performance or non-performance under, or breach of, the Master Agreement. Seller's sole liability for any defective Product shall be its repair or its replacement pursuant to the express warranties as applicable at the time of manufacture or repair of Product.

5.DELINQUENT PAYMENTS: (a) Service Charge. Since it would be difficult or impossible to determine Seller's actual damages caused by late payments, if any payment to Seller is not paid within 10 days of the date it is due, Buyer shall pay to Seller an amount equal to 5% of any late payment (but not less than \$15 nor more than \$100) to compensate Seller for its expenses occasioned by such late payment. Seller and Buyer agree that such service charge shall not constitute a penalty. (b) Interest. Buyer shall also pay Seller interest on such late payment at the highest rate permitted by applicable law, but not more than 1.5% per month. (c) Collection Costs. Buyer shall pay to Seller all costs of collection (including the fees of any collection agency to whom this Agreement may be referred) plus reasonable attorney's fees (which attorney's fees shall not be less than 25% of amounts due unless a lower amount is specified by applicable law).

6.GOVERNING LAW: All disputes between the parties, whether or not arising out of these Terms, will be governed by the laws of the State of Indiana. The Indiana state and federal courts will have personal jurisdiction of both Buyer and Seller. All lawsuits relating to any disputes between Buyer and Seller will be brought only in a state or federal court located in Marion County, Indiana. Buyer hereby waives its right to a trial by jury in any action, proceeding, claim or counterclaim whether in contract or tort, at law or in equity, arising out of or relating in any way to these Terms and all other disputes between the parties.

7.REMEDIES: Upon the occurrence of an event of default under these Terms, Seller shall have the right to exercise any one or more of the following remedies in order to protect the interests and reasonable expectations of Seller: (a)

Seller may recover from Buyer all amounts then due, and all amounts to become due shall be accelerated and become immediately due and payable; (b) Seller may require Buyer to assemble the Products and make them available to Seller at a time which is reasonably convenient and at a place designated by Seller; (c) Seller may take possession of any and all items of Product, wherever located, without demand or notice, without any court order or other process of law and without liability to Buyer for any damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of these Terms unless and until Seller so elects in writing; (d) Seller may declare immediately due and payable expenses of taking possession of the Products and for collection, including, without limitation, court costs and attorney's fees; and (e) Seller may pursue any other available remedy at law or in equity. No right or remedy herein conferred or reserved to Seller is exclusive of any right or remedy provided or permitted at law or in equity but each shall be cumulative of every other right or remedy given hereunder, or now or hereafter existing at law or in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.

8.MITIGATION: If Seller repossesses the Products prior to payment by Buyer of all amounts due hereunder, Seller may sell the Products, AS IS, WHERE IS, free and clear of all rights of Buyer at either public or private sale, and apply the net proceeds (after deducting expenses of sale) to the obligation of Buyer hereunder. Buyer shall remain liable for any deficiency. Seller may dispose of the Products in any commercially reasonable place and manner and Buyer waives any notice of time, place, and manner of sale.

9.INTEGRATION: These Terms, consisting of the front and back of this page, along with any Master Agreement (and any exhibits, addenda or amendments thereto) of which these Terms may be a part, constitutes the sole and complete agreement between Seller and the Buyer with respect to the purchase of the Products.

INTERNATIONAL CRYOGENICS, LLC
PRODUCT WARRANTIES

Cryobiological Storage Products - Seller warrants that its cryobiological storage products (liquid nitrogen dewars, freezers and shippers) as newly manufactured are free from defects in material and workmanship when shipped from its Indianapolis, Indiana facility, and with accepted normal use, will remain free from such defects for ninety (90) days following the date of shipment to the original purchaser from Seller ("Buyer"). Seller further warrants to Buyer only, that if the cryobiological storage products receive only normal use and maintenance as set forth in Seller's Operating Instructions, the vacuum integrity shall be free from defects in material and workmanship (i) with respect to cryobiological storage products other than shippers, for a period of five (5) years from the shipment date to Buyer; and (ii) with respect to shippers, for a period of two (2) years from the shipment date to Buyer. These warranties are not assignable, and do not extend to: (i) defects arising from any use of the cryobiological storage products other than use as set forth in Seller's Operating Instructions, (ii) any defects or damage caused by shipment, or (iii) defective replaceable components of its cryobiological storage products that are manufactured by other companies (except defective components shipped prepaid to Seller in Indianapolis, Indiana within thirty (30) days from date of delivery). Any unauthorized alteration or repair or any misuse, abuse or exposure to adverse environment (such as fire, corrosion or explosion) of the cryobiological storage products by Buyer or any third party will void all warranties. Failure to use the products in accordance with Seller's Operating Instructions shall void this warranty. Any claim for breach of warranty must be made in writing and delivered to Seller within sixty (60) days of discovery of a purported defect and shall include proof of the date of purchase. Buyer shall indemnify, defend and hold Seller harmless from any claims based upon or arising from any modification of any products by parties other than Seller.

Liquid Helium Transport/Storage Containers - Seller warrants that its liquid helium transport/storage containers as newly manufactured are free from defects in workmanship and material when shipped from its Indianapolis, Indiana facility, and with accepted normal use, will remain free from such defects for one (1) year following the date of shipment to the original purchaser from Seller ("Buyer"). Seller further warrants to Buyer only, for maintenance of vacuum and performance in accordance with Seller's standards for a period of two (2) years after original shipment to Buyer (except for any failure after one (1) year caused by any defect in material and workmanship). These warranties are not assignable and do not extend to: (i) defects arising from any use of the liquid helium transport/storage containers other than use as set forth in Seller's Operating Instructions, (ii) any defects or damage caused by shipment, or (iii) defective replaceable components of its liquid helium transport/storage containers that are manufactured by other companies (except defective components shipped prepaid to Seller in Indianapolis, Indiana within thirty (30) days from date of delivery). Any unauthorized alteration or repair, or any misuse, abuse or exposure to adverse environment (such as fire, corrosion or explosion), of the liquid helium transport/storage container by Buyer or any third party will void all warranties. Failure to use the products in accordance with Seller's Operating Instructions shall void this warranty. Any claim for breach of warranty must be made in writing and delivered to Seller within sixty (60) days of discovery of a purported defect and shall include proof of the date of purchase. Buyer shall indemnify, defend and hold Seller harmless from any claims based upon or arising from any modification of any products by parties other than Seller.

Director Series Products - Seller warrants that its Director Series Products as newly manufactured are free from defects in material and workmanship when shipped from its Indianapolis, Indiana facility, and with accepted normal use, will remain free from such defects for ninety (90) days following the date of shipment to the original purchaser from Seller ("Buyer"). Seller further warrants to Buyer only, that if the Director Series Product receive only normal use and maintenance as set forth in Seller's Operating Instructions, the vacuum integrity shall be free from defects in material and workmanship for a period of three (3) years from the shipment date to Buyer. These warranties are not assignable and do not extend to: (i) defects arising from any use of the Director Series Products other than use as set forth in Seller's Operating Instructions, (ii) any defects or damage caused by shipment, or (iii) defective replaceable components of its Director Series Products that are manufactured by other companies (except defective components shipped prepaid to Seller in Indianapolis, Indiana within thirty (30) days from date of delivery). Any unauthorized alteration or repair, or any misuse, abuse or exposure to adverse environment (such as fire, corrosion or explosion), of the Director Series Product by Buyer or any third party will void all warranties. Failure to use the products in accordance with Seller's Operating Instructions shall void this warranty. Any claim for breach of warranty must be made in writing and delivered to Seller within sixty (60) days of discovery of a purported defect and shall include proof of the date of purchase. Buyer

shall indemnify, defend and hold Seller harmless from any claims based upon or arising from any modification of any products by parties other than Seller.

Custom Products - Seller warrants that its custom manufactured products as newly manufactured are free from defects in material and workmanship when shipped from its Indianapolis, Indiana facility, and with accepted normal use, will remain free from such defects for one (1) year following the date of shipment to the original purchaser from Seller (“Buyer”). This warranty is not assignable and does not extend to: (i) any defects or damage caused by shipment, or (ii) defective replaceable components of its custom manufactured product that are manufactured by other companies (except defective components shipped prepaid to Seller in Indianapolis, Indiana within thirty (30) days from date of delivery). Any unauthorized alteration or repair, or any misuse, abuse or exposure to adverse environment (such as fire, corrosion or explosion), of the custom manufactured products by Buyer or any third party will void all warranties. Any claim for breach of warranty must be made in writing and delivered to Seller within sixty (60) days of discovery of a purported defect and shall include proof of the date of purchase. Buyer shall indemnify, defend and hold Seller harmless from any claims based upon or arising from Seller’s compliance with Buyer’s designs, specifications or instructions.

Repair Services – With respect to all re-evacuation and repair services performed by Seller for all products, including home care and D.O.T. liquid cylinders, Seller warrants that parts and other materials used for such services, with accepted normal use, will remain free from such defects for a period of ninety (90) days following the date the re-evacuation and repair service was completed by Seller. Seller further warrants for maintenance of vacuum and performance in accordance with its standards for a period of one (1) year after re-evacuation and repair (except for any failure after 90 days caused by any defect in parts or other materials). These warranties are not assignable and do not extend to: (i) any defects or damage caused by shipment, or (ii) defective replaceable components that are manufactured by other companies (except defective components shipped prepaid to Seller in Indianapolis, Indiana within thirty (30) days from date of delivery). Any unauthorized alteration or repair, or any misuse, abuse or exposure to adverse environment (such as fire, corrosion or explosion), of the Product upon which the re-evacuation and repair services were performed by Buyer or any third party will void all warranties. Any claim for breach of warranty must be made in writing and delivered to Seller within sixty (60) days of discovery of a purported defect and shall include proof of the date of repair.

SOLE REMEDY: If Seller is promptly notified of failure of a Product to comply with the above warranties by a fully paid Buyer who pre-pays all shipping charges of the product to and from Indianapolis, Indiana and ships the product within fifteen (15) days of the notice, Seller, at its option will without charge, repair or replace any defective product that is returned to its Indianapolis facility for possible warranty repair. This shall be Buyer’s sole remedy.

THE EXPRESS WARRANTIES ABOVE ARE SELLER’S SOLE WARRANTIES OF ITS PRODUCTS. SELLER MAKES NO FURTHER OR ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER’S REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY.

LIMITATION OF LIABILITY: *Seller shall not under any circumstances be liable to Buyer or any third party for special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss or damage to other property or equipment (including loss of any material stored or shipped in the Product), cost of capital, or of purchased or replacement goods, or expense, delay or inconvenience caused by or arising from the purchase, sale, use, repair or inability to use Products. Seller's sole liability for any defective product shall be its repair or its replacement pursuant to the express warranties set forth above, or, if amended, as applicable at the time of manufacture or repair of product.*

DISPUTE RESOLUTION: Any dispute between Buyer and Seller regarding the application or interpretation of any warranty for, or with respect to, Seller’s Products (“Dispute”) will be governed by the laws of the State of Indiana. The Indiana state and federal courts will have personal jurisdiction of both Buyer and Seller. All lawsuits relating to any Dispute will be brought only in a state or federal court located in Marion County, Indiana. Buyer hereby waives its right to a trial by jury in any action, proceeding, claim or counterclaim whether in contract or tort, at law or in equity, arising out of or relating in any way to any Dispute.