1. General. This Purchase Order ("Order") is placed by CAIRE Inc. ("Buyer") and becomes a binding agreement only when accepted in writing, signed by an authorized representative of Seller. The terms and conditions set forth in the face hereof, attached hereto or otherwise provided by Buyer, including any specifications, drawings and other data, all of which are incorporated herein and made part of the agreement (the "Agreement") between Buyer and Seller. Accepting this Order, whether by formal acceptance, delivery of the goods, or performance hereunder, constitutes acceptance of all the terms and conditions hereof, including the terms and conditions of this page, the face hereof, attached hereto or otherwise provided by Buyer, including any specifications, drawings and other data, all of which are incorporated herein and made part of the Agreement, and unless Buyer receives Seller's written notice of rejection within three business days after Seller's receipt of this Order, then Seller shall be deemed to have unconditionally accepted this Order. Seller agrees that this Order is expressly limited to the manufacture of any articles or materials described hereinafter, or any litigation based thereon. In addition, Seller and all of its employees, agents and subcontractors shall comply with all laws, regulations and orders of all governmental authorities having jurisdiction hereunder, or in connection with any other agreements by any of Buyer's affiliates. With respect to this Order, time is of the essence. This Order is subject to termination by Buyer free of any claim or liability for Seller's failure to deliver items by the date specified by Buyer.

2. Payment/Shipment. Unless otherwise specified on the reverse side of this Order, the terms of payment are net cash within fifty-five days from the later of the date on which an undisputed invoice is received by Buyer or the date on which the invoiced conforming items are received. Seller certifies that at the time of its acceptance of this Order, the prices specified hereinafter include all applicable taxes, and are not in excess of the prices currently being charged by Seller to other customers for like articles or quantities of like items with similar delivery or performance schedules. Seller shall provide a separate invoice for each shipment to Buyer's designated accounts payable processor, either by mail, email or e-invoicing, using the information specified by Buyer. No charges of any kind, including charges for boxing, carting, freight, insurance or storage will be allowed unless specifically agreed to by Buyer in writing. Bill of lading shall be sent with goods or attached to invoice and showing Buyer's PO number, equipment description and an itemized and accurate list of other charges. Shipment shall be F.O.B. at place of origin, unless otherwise stated. Excess unauthorized shipments and services arriving in advance of scheduled delivery date may be returned at Seller's risk and expense. Buyer may at all times set-off any amount owing to Seller or to any Seller's affiliate owed by Buyer or its assigns, against any amount owed to Buyer or any Buyer's affiliate owed by Seller or its assigns.

3. Changes. Buyer shall have the right to make changes to this Order including changes to the shipping schedule. If any such change causes an increase or decrease in the cost of or time required for performance, or for payment of transportation, insurance or storage charges, risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete only upon actual receipt and acceptance of the goods by Buyer. Risk of loss or damage to goods rejected by Buyer or to items for which acceptance has been revoked remain with Seller. Title to goods shall pass at the earlier of receipt and acceptance of conforming goods or payment for such goods.

4. Warranty. Seller warrants to Buyer, its successors, assigns and customers that the items supplied are merchantable, of good quality, strictly comply with specifications, drawings and other data, all of which are incorporated herein and made part of the Agreement, and meet the terms and conditions of this Order. Seller agrees to repair or re-perform any nonconforming services. Any replacement parts and materials or re-manufactured parts or materials must be of quality equal to or better than the original parts or materials utilized in the repaired or replaced parts. Any item returned to Buyer must be suitably identified as Buyer's property. Seller shall hold and maintain any equipment, information, drawings, specifications, data or any other details furnished by Buyer or in connection with this Order and to be free from all restrictions as to the use or disposition thereof by Buyer, and Seller agrees not to assert any claim against Buyer by reason of Buyer's use or disposition thereof.

5. Payment. Except as otherwise agreed to in writing signed by Buyer, payment for all invoices presented hereunder or any litigation based thereon and any related costs, expenses, and attorney's fees arising out of or relating to any claim of patent or copyright infringement of or in any way related to the items or parts thereof, furnished hereunder or any litigation based thereon. In addition, Seller shall procure at Seller's sole expense for Buyer the right to continue using the items or parts found to have been infringed. Seller shall also defend, indemnify and hold harmless Buyer from and against claims, liability, bodily injury and property damage insurance and other such insurance in reasonable amounts as Buyer may require with insurers reasonably acceptable to Buyer. In addition, Seller and all of its employees, agents and subcontractors shall comply with all laws, regulations and orders of all governmental authorities having jurisdiction hereunder, or in connection with any other agreements by any of Buyer's affiliates. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. The following minimum limits are required:

(i) workers' compensation at statutory rates for all states in which Seller performs its activities.

(ii) general liability at $1 million combined single limit per occurrence.

(iii) umbrella/excess liability at $1 million combined single limit per occurrence.

(iv) umbrella/excess liability at $5 million combined single limit per occurrence.

(v) workers' compensation liability at $1 million.

6. Indemnity. Seller shall, to the fullest extent provided by law, defend, indemnify and hold harmless Buyer, its successors, assigns and customers, from and against claims, liability, loss and damages, including those arising out of property damage or personal injury resulting from death or disease of any kind or other bodily injury, provided that there is no performance degradation due to such actions and the same is reasonably acceptable to Buyer.
U.S. Terms & Conditions of Purchase of Goods and Services (cont’d)

12. Governing Law; Arbitration. This Agreement and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation of this Agreement shall be governed by the laws of the State of Georgia, excluding its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Seller waives all causes of action arising under this Agreement after one year from the date of the occurrence of the event giving rise to any such claim, waives any sovereign immunity claims or defenses, and consents to and will not contest personal jurisdiction in the local and federal courts of Atlanta, Georgia. Any disputes, controversies or claims arising out of or relating to this Agreement, or the breach thereof, which cannot be resolved amicably within 60 days, shall be settled by binding arbitration. This agreement to submit to binding arbitration shall be specifically enforceable under the prevailing arbitration law. The award of the arbitrator shall be final, and a judgment may be entered upon it by any court having jurisdiction. A party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so and the name of an individual who is knowledgeable in matters pertaining to Buyer’s industry to serve as an arbitrator. If the other party objects within 15 days to the arbitrator proposed, and the parties fail to agree on an arbitrator within 30 days thereafter, then the arbitrator shall be appointed by the arbitration tribunal. For domestic transactions, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing. For international transactions, the arbitration shall be conducted in accordance with the International Arbitration Rules then prevailing of the International Centre for Dispute Resolution. Unless the parties agree otherwise, all arbitrations shall be conducted and all related documents submitted shall be in the English language in Atlanta, Georgia, and the arbitrator shall apply the substantive governing laws as specified above. All awards granted by the arbitrator shall be final and binding on the parties, and shall include interest from the date of any breach or default and from the date of the award until paid in full. Judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall determine the costs, fees and other expenses of the arbitration, including reasonable attorney’s fees, to the party not in default. If Seller fails to promptly assume Buyer’s defense when requested to do so as required under this Agreement, then Buyer may defend with counsel of its own choice at the expense of Seller.

13. Miscellaneous. The Agreement as defined in Section 1 constitutes the complete and exclusive agreement between Seller and Buyer and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein. Assignment or subcontracting any portion of this Order or of any interest therein, or of any payment due hereunder, without the prior written consent of Buyer, shall be void. If any provision, or any part thereof, of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then such provision shall be deemed revised and applied to the maximum extent allowed by applicable law, and such invalidity or unenforceability shall not affect the remainder of such provision or any other provision here which shall remain in full force and effect. The obligations of Seller under this Order shall survive any inspection, delivery, acceptance or payment of and for the items. If Seller is a subcontractor to Buyer, then Seller further agrees, with respect to the items it supplies, to provide Buyer and Buyer’s customer with all written assurances of compliance with all such applicable export laws and import laws, including, but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations, and all U.S. anti-boycott and embargo regulations, and Seller shall provide Buyer with such written assurances of compliance as requested by Buyer from time to time. Specifically, Seller agrees not to import, export or procure any items or components thereof or technical data to or from a prohibited person, prohibited country, or for a prohibited use under the U.S. or any other applicable trade laws. Seller agrees to indemnify and hold Buyer harmless from and against any and all damages and expenses (including attorneys’ fees) resulting from Seller’s violation of applicable export and import regulations.

19. Compliance with Anti-bribery Laws. Seller represents to and assures Buyer that it is familiar with the requirements of the U.S. Foreign Corrupt Practices Act (“FCPA”) and other similar anti-bribery laws, including without limitation the OECD Anti-bribery Convention and the UK Bribery Act, that it has not and will not violate those laws as it operates its business, and that it shall not provide, promise, offer, pay, make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Seller shall provide Buyer with such written assurances of compliance with these laws as requested by Buyer from time to time. Any payment, offer of payment, or agreement to make a payment that is contrary to the laws of the United States or the laws of the country in which it is made, or any other payment in conflict with this clause, will constitute a material breach of this Agreement, and any obligation of Buyer hereunder shall automatically terminate upon such breach without further liability to Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all damages and expenses (including attorneys’ fees) resulting from Seller’s violation of the requirements referenced in this Section.

20. Right to Access and Audit. Buyer shall have reasonable access to Seller’s and its subcontractor’s facilities to view and examine any items which are the subject matter of this Order. For a period of not less than 10 years after completion of this Order, or as otherwise required by law if longer, Seller shall keep full and accurate books of accounts and records with respect to the items and the transactions hereunder and shall allow its and authorized representatives of Buyer to have access to such books and records and make copies thereof during such period upon prior notice.