

TERMS & CONDITION OF PURCHASE

1. SUPPLIER'S OBLIGATIONS

Supplier shall supply the equipment, material, goods or services ("Goods and Services") identified in the Purchase Order ("PO") pursuant to the terms and conditions contained herein and in the PO (the "Agreement"). Goods and Services are to be supplied at the locations and by the delivery dates set forth in the PO. Supplier shall use qualified personnel and equipment and facilities that meet industry standards. Supplier shall respect all relevant legislation, regulations, labour laws, immigration laws, import-export regulations and environmental and industry standards in all jurisdictions where Supplier operates, and the Goods and Services are delivered. Supplier shall maintain records and provide regular reports pursuant to Cryopeak's instructions on the delivery of the Goods and Services, their conformity with the service levels and specifications identified to Supplier, and the application of any service level payments identified in the PO in the event of non-conformity. Supplier shall respect Cryopeak's Code of Business Conduct and, where applicable, its corporate policies regarding workplace conduct, site access, safety, contractor orientation, computer systems security, privacy and its Environmental Policy, as updated from time to time, the policies being provided if and when necessary. Supplier means Supplier, its personnel, affiliates and subcontractors involved in the supply of Goods and Services.

2. CRYOPEAK'S OBLIGATIONS

Cryopeak shall pay Supplier for the Goods and Services at the agreed Price set forth in the PO pursuant to the submission of a valid, detailed invoice presented in the currency set forth in the PO, subject to the terms and conditions of this Agreement. Cryopeak reserves the right to inspect the Goods and Services and reject them in part or completely if they do not meet the service levels and the specifications, and request a replacement, refund or credit at Supplier's cost including transport, and to dispute or reject any associated invoice in part or completely. In no event will acceptance of the Goods and Services by Cryopeak be presumed or deemed, including without limitation due to any act of Cryopeak such as the payment of the invoice. Inspection and acceptance by Cryopeak does not relieve Supplier of its warranty obligations.

3. FINANCIAL MATTERS

Supplier shall submit electronic invoices upon delivery of the Goods and Services. Cryopeak shall pay invoices sixty (60) days from the date on the invoice, subject to acceptance. Supplier is required to accept payment electronically. If applicable, any discounts or rebates set out in the PO or for early payment shall be identified on the invoice, as well as any applicable Service Level Payments. Cryopeak reserves the right to audit such invoices against Supplier's reports and to perform independent verification. All Prices shall be inclusive of all provincial, state or federal taxes. Cryopeak has exemption certificate for equipment procured for use outside of BC. Statements and exempt certificates can be provided to the Supplier. Where such exemptions apply, Supplier need not identify or charge Cryopeak taxes on the invoice, rather Supplier should list "PST Exempt per signed Exemption Certificate Presented". All other applicable taxes are to be set out separately on the invoice. Cryopeak may offset any amounts owed to Supplier against amounts owed by Supplier. Goods and Services shall be made available to Cryopeak FOB ship-to address on the PO, unless otherwise specified in the PO or delivered in accordance with Cryopeak's shipping instructions.

4. EFFECTIVE DATE, TERM & TERMINATION

Supplier's delivery of Goods and Services under the PO shall constitute acceptance of these Terms and Conditions, which are incorporated by reference in the PO. The Agreement shall be formed in British Columbia as of the date set forth on the PO ("Effective Date") and shall remain in full force and effect for the period set out in the PO ("Term") unless terminated earlier as per the below. Either Party may terminate this Agreement at any time upon delivering to the other party no less than 30 days written notice of termination and the date of termination shall be the first business day after the expiration of 30 days from the date written notice was delivered. Furthermore, either Party shall have the right to terminate this PO for default in the event that a Party does not perform a material obligation including without limitation meeting any service levels or specifications and fails to correct such non-performance within fifteen (15) days from the date on the Notice of default. Supplier will return all physical or intellectual property and Confidential Information to Cryopeak and shall reasonably cooperate with Cryopeak in the termination and transition of Goods and Services including the transfer of all data regarding the supply of Goods and Services over the Term. The bankruptcy or insolvency of either Party shall entitle the other to terminate this Agreement, to the extent permitted by law. Upon termination of this Agreement, Cryopeak shall pay all amounts due and owing to the Contractor for Services performed to the date of termination pursuant to the provision of Schedule B or as listed on the Purchase Order. Notwithstanding the foregoing, Cryopeak shall be entitled to deduct from amounts due and owing the amounts of all costs, expenses or damages incurred or suffered by Cryopeak if the termination is due to a breach or default as aforesaid by Contractor.

5. REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants that: (i) it is duly organized or incorporated in the relevant jurisdictions and has full capacity to enter into this Agreement and perform its obligations hereunder; (ii) no hardware or software or other material used in the supply of the Goods and Services infringes any intellectual property rights or liens of any third party; (iii) Supplier holds all right, title and interest in the Goods and Services; and (iv) that it operates in compliance with all laws and regulations; and (v) this Agreement does not violate any other agreement binding on Supplier.

Supplier represents and warrants that the Goods and Services (i) will perform in accordance with the service levels and/or specifications; (ii) are free from latent or manifest defects in materials, workmanship and design; and (iii) will be performed by well-qualified personnel in accordance with best established industry standards. These warranties are continuous and extend to new or additional Goods and Services that may be supplied.

6. LIABILITY AND INDEMNIFICATION

Supplier shall indemnify and hold harmless Cryopeak from any losses, liens, damages, liability, and expenses ("Damages") incurred by Cryopeak arising from Supplier's breach of its obligations or warranties under this Agreement; any third party claims; or Supplier's access to Cryopeak's or Cryopeak's affiliates' premises. In the event that Cryopeak has incurred Damages, Cryopeak shall notify Supplier and Supplier shall indemnify Cryopeak for the Damages and hold harmless Cryopeak against any third party legal claims associated with the Damages. No third party claim may be settled without the consent of Cryopeak, which consent shall not be unreasonably withheld.

7. INSURANCE

In the event that Supplier is supplying Goods or Services or accessing Cryopeak's sites or Cryopeak's affiliates sites, it shall maintain Comprehensive General Liability with an insurer acceptable to Cryopeak, in an amount (in the currency set forth in the PO) of no less than ten million dollars (\$10,000,000) per occurrence, for damage to or destruction of property (including loss of use), including products and completed operations coverage and contractual liability, or a combined single limit of ten million dollars (\$10,000,000) for bodily injury including death. If the supply of Goods and Services includes the provision, lease or hire of licensed vehicles on behalf of Supplier, or accessing Cryopeak sites by vehicle, Supplier shall have Automobile Liability insurance in an amount of no less than five million dollars (\$5,000,000) per occurrence. Supplier shall provide Workers Compensation coverage (or its equivalent) for its personnel and subcontractors in accordance with the statutory limits in the relevant jurisdiction and reimburse Cryopeak for any claims that Cryopeak must pay for which Supplier is responsible. Supplier shall name Cryopeak as an additional

insured and provide a certificate of insurance pursuant to which Cryopeak will be notified of any cancellation or material change to coverage. Any deductible or self-insurance shall be of a level acceptable to Cryopeak.

8. FORCE MAJEURE

Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, riots, extreme natural disasters, wars, sabotage or terrorism ("Force Majeure"). Should an event of Force Majeure make it impossible for a Party to perform its obligations hereunder, the affected Party shall try to reduce or mitigate the adverse impact of the event. The affected Party shall notify the other Party that it considers an event of Force Majeure has occurred. If the adverse impact cannot be eliminated completely, such non-performance shall be excused for the duration of the event of Force Majeure. If, however, the event of Force Majeure lasts more than fifteen (15) days from the original notification, this Agreement may be terminated in whole or in part by the non-affected Party.

9. CONFIDENTIALITY

Each Party shall keep confidential and prevent the unauthorized disclosure of information disclosed by the other Party, which is confidential by its nature including without limitation technical, commercial, financial, marketing, operational or strategic information related to the business of a Party, on any verbal, visual or written medium, whether it is marked confidential or restricted or not ("Confidential Information"). The receiving Party shall protect Confidential Information from disclosure to third parties using the same degree of care that it uses for its own most confidential information, but no less than best efforts.

10. GOVERNING LAW, DISPUTE RESOLUTION

This PO will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. Any dispute that cannot be resolved between the Parties shall be resolved by litigation before the Courts of British Columbia.

11. NOTICES

Official notices from the Supplier shall be sent to Cryopeak at 1263-13351 Commerce Parkway, Richmond BC V6V 2X7, Attn: Manager, Procurement & Performance. Office Tel: 604-278-4430.

12. GENERAL

The PO, these Terms and Conditions, the Cryopeak Policies, and any specifications, service levels, or instructions provided by Cryopeak, constitute the entire agreement between the Parties and take precedence over any other understandings or communications, oral or written, and over any Supplier terms and conditions or purchase orders. If a master agreement exists between Cryopeak and Supplier to govern the supply of Goods and Services identified in the PO, the terms and conditions of the master agreement shall apply to such Goods and Services. If any clause is unenforceable it shall be severed, and the other clauses will remain in full force. Any clause which by its nature should survive termination will do so, including without limitation the Confidentiality, Liability, Indemnification and Warranty clauses. The Parties are independent contractors, and nothing herein shall make them agents, employees, or partners and there shall be no joint and several liability. The non-exercise by a Party of a right hereunder does not constitute a waiver of such right. Nothing herein shall be interpreted to create an exclusivity in favour of Supplier unless otherwise set out in the PO. Time is of the essence. Supplier shall not use Cryopeak's name for the purposes of advertising, press releases, promotion or solicitation without the prior written consent of Cryopeak. These Terms and Conditions may be updated by Cryopeak from time to time and Supplier commits to review them regularly.