



CRYOQUIP, PTY LTD
STANDARD TERMS AND CONDITIONS OF SALE
Rev. 7/13/2020

1. CONTROLLING TERMS AND CONDITIONS - These terms and conditions of sale are applicable to all quotations and purchase orders and are the only conditions applying to the sale of products or services, except conditions relating to prices, quantities, delivery schedules, terms of payment, invoicing, shipping instructions, and the description and specifications of the products or services, together with other written conditions which may be mutually agreed upon by the and limitations contained herein, with the exceptions described, which terms and conditions supersede all prior statements, proposals, negotiations, representations and agreements and shall constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof. This serves as written objection to and rejection of all inconsistent or additional terms, con



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assertion of any rights under this warranty provision shall be in writing and shall specify with particularity the alleged defects in the goods.

3. NO CONSEQUENTIAL DAMAGES - As a material inducement for Seller to sell the goods to Buyer at the stated price, Buyer agrees that Seller shall in no event be liable for any loss, expense or damage for (i) loss of revenue, profits, savings, business, goodwill or diminution in value and (ii) exemplary, proximate, consequential or incidental damages and expenses of any type or nature, on account of any breach or default hereunder by Seller, on account of active or passive negligence by Seller or on account of the use or nonuse of the goods. Further, Seller's maximum total liability under this Agreement for damages and expenses arising from any default or defaults, breach or breaches of warranty, active or passive negligence or failure to deliver goods in conformance with this Agreement (regardless of the form of action, whether in contract or in tort) shall not exceed Buyer's actual damages (exclusive of the damages described in the first sentence of this Paragraph 3) or the price actually paid by Buyer to Seller for the particular goods involved in the occurrence giving rise to such liability, whichever is less. The period of such liability shall not extend beyond the warranty period under this Agreement. The limitations set forth in this paragraph shall not be affected even if the repair remedy provided in Paragraph 2 hereof fails of



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