

TERMS AND CONDITIONS OF SALE – CVT-002

In force from 17 March 2020

(Replaces all Terms and Conditions previously published)

1. General

- 1.1 By placing Your order, You acknowledge that You have read and have accepted these terms.
- 1.2 CVT reserves the right to change specifications, prices and availability without notice. Every effort will be made to inform You of any changes that are required as early as possible.
- 1.3 Some parts of the terms and condition may be amended or superceded by an individual Distributor/Customer Agreement.

2. Orders

- 2.1 All orders should be sent to orders@cryopak.com.
- 2.2 You will receive a CVT Order Confirmation no later than the third working day following the receipt of the order. No amendments to orders will be accepted once You have received this confirmation. If an order is not accepted for some reason, (eg: price, specification, time of delivery) an order will not have been accepted until the particular issue has been resolved, in writing, and an Order Confirmation has been sent by CVT to you.
- 2.3 Any order is subject to acceptance by CVT. If an Order Confirmation has not been sent to You within the defined time, then Your order will be deemed to have been declined.
- 2.4 After an Order Confirmation has been sent, You may only cancel an order by mutual agreement.

3. Product Specifications

- 3.1 Product Specifications are as indicated in the CVT website: www.cryopak.com.
- 3.2 In the event of any alteration in the design or specification of any Product, CVT shall be entitled to deliver Products conforming to the altered design or specification in fulfilment of the Order.
- 3.3 Peripherals (magnet, software, and interface) are not automatically added to Orders and should be ordered separately from loggers.

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4. Pricing

- 4.1 The Price of the Products in Your Order will be confirmed in the Order Confirmation.
- 4.2 The Price is ex works. All costs (other than transit insurance) is to be paid by You including exchange fluctuation, sales tax, freight, duties, any applicable Goods and Services Taxes or VAT, port and container depot charges, transport or other incidental expenses. By prior arrangement, CVT may pay the freight but the cost will be invoice to You. The price does include insurance during transit.
- 4.3 All product prices will be based on CVT's published price list.
- 4.4 CVT may, at its discretion, approve special or exception prices in certain situations. All exception prices will be communicated in writing and will include a statement of what the exception price is applicable for and the time period the exception price will remain in effect.
- 4.5 CVT may also provide a price quote for a certain piece of business (normally a bid). The quote will be valid for and maybe accepted within 30 days from the date of issue, unless indicated otherwise.

5.0 Payment

- 5.1 Payment for the Products must be paid on or before the date specified in the Distribution/Customer Agreement and confirmed in the Order Confirmation.
- 5.2 Payment is to be made, in the manner specified in the Order Confirmation, together with any applicable additional charges (see clause 4.2) without deduction, set-off or counterclaim. You will be responsible for payment of all bank transaction fees. Payment must be made within the time specified either to the accounts specified or by non-cancellable bank transfer or bank cheque. If payment is by bank cheque then it must be received by CVT before the due date of payment.
- 5.3 If payment is not made by due date, CVT reserves the right to:
 - (a) Charge You interest on the amount unpaid of the Price and charges at the annual rate of 15% computed on a daily basis from the due date for payment and continuing until payment is actually received. Interest will continue both before as well as after judgement.
 - (b) In addition You will be liable for, all collection and legal costs, or other costs that may be incurred.

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6. Delivery

- 6.1 CVT will deliver the Products to You at the address stated in the Order Confirmation. Delivery will be affected when the goods are delivered to that address. You or an employee may be required to sign a receipt confirmation.
- 6.2 CVT will keep the Products insured until delivery is made.
- 6.3 Where possible CVT will consolidate shipments to minimise freight cost. For shipments outside United States; Federal Express, UPS, or DHL will be used. If You request a specific freight forwarder, Your account number with this freight forwarder must be supplied with the Order.

7. Ownership and Possession

- 7.1 CVT will remain the owner of the Products until the Price and any other sums payable have been paid in full.
- 7.2 If You have received possession of the Products and until payment of the Price has been made in full, You will:
- (a) Always keep the Products clearly identified as the property of CVT.
 - (b) If the goods are mixed with other items, CVT will have a share of the mixture that equals the proportion that of the cost of the Products bears to the total cost of the items comprising the mixture.
 - (c) You will not sell the goods unless You have written authority from CVT and keep the sale proceeds in a separate bank account in trust for CVT.
- 7.3 You license CVT to enter Your premises during normal business hours to repossess the Products. This license cannot be revoked.
- 7.4 The fact that CVT owns the Products will not affect Your obligation to pay the Price or the right of CVT to sue You for the Price if it is not paid on time. CVT has no obligation to accept the return of goods, instead of being paid for them or to do anything to limit any loss it might suffer if You do not pay on time.

8. Risk

- 8.1 From the time that delivery is made and until the Price is paid:
- (a) You accept all risk in respect of the goods; and
 - (b) You will keep the Products fully insured and on request produce particulars of insurance cover to CVT.

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9. Warranties and Conditions

9.1 CVT's warranties in respect of the Products are:

- (a) The warranties and conditions implied by the Uniform Commercial Code Article 2, Part 3 312(Warranty of Title and Against Infringement), 313-2(b) (sale by description) and 314-2, 315 (merchantable quality); or
- (b) A specific warranty or Product specification included in the Order Confirmation or on the CVT website www.cryopak.com.

9.2 The warranty in subclause 9.1 is to the exclusion of all other warranties, conditions and liabilities wherever expressed or implied and whether arising in contract, court or by statute or otherwise.

9.3 No representation in relation to the Products shall be binding on CVT unless in writing and signed by CVT or one of its Directors, or included in either of the warranties detailed in clause 9.1.

9.4 CVT will not be liable for any personal injury, property damage, consequential or contingent loss or damage caused through the negligence or otherwise of CVT, its servants or agents or rising out of the goods being defective or otherwise not in accordance with any warranty given.

10. Specific Warranty Provisions

10.1 Warranty is understood as "return to base". You will be responsible for freight/taxes and duties back to CVT; CVT will pay the return freight back to You.

10.2 Product Warranty is twenty-four (24) months ex works on all products including ThermoCheck, Chartreader and REDi, except for the Single Trip loggers where the warranty term is limited to a single trip to be performed within the 12 month period. This does not include batteries.

10.3 The warranty does not cover:

- (a) RH calibration later than 1 year after production, or if the unit has been subject to environmental conditions outside those specified.
- (b) Wilful damage, mistreatment, misuse or abuse of the goods.
- (c) Loss or damage caused by ingress of moisture unless ordered with immersion rating;
- (d) Batteries
- (e) Circumstances where the unit has been modified from CVT specifications.
- (f) Exposure of the logger to temperatures outside the specified storage temperature, or operating temperature.

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- (g) Exposure to environmental conditions outside the specified conditions.
 - (h) Circumstances where the printed circuit board has been removed or tampered with.
- 10.4 In the case of a warranty claim CVT will repair the Product or, at its option supply an equivalent replacement.
- 10.5 In some circumstances, where a specific return is authorised, CVT, may permit the use of its Shipping Carrier account number for returning Product. Such permission is valid ONLY for that authorised shipment. CVT will not accept any freight charges for goods that have been returned without its express permission.
- 10.6 You may return Product to CVT for accuracy testing, if there are reasonable doubts as to the Products overall accuracy.
- 10.7 If a Product is returned within the warranty period, a Traceability Certification will be performed. Should the logger read within the specifications, a Traceability Certification will be issued and You will be charged with the cost and the cost of return freight. If the logger does not pass the certification, ie: the logger is at fault, the logger will be replaced or repaired. The new or repaired logger will be issued with a Traceability Certification free of charge.
- 10.8 If the Product is returned outside the warranty period, a Traceability Certification will be issued and charged regardless of the outcome of the test.
- 10.9 CVT will not pay for any performance tests undertaken by any outside organisation, without prior approval.
- 11. Service**
- 11.1 Repairs for overseas customers will be quoted in US\$. The provisions of clauses 10.4 to 10.9 will apply to repair costs.
- 11.2 CVT will attempt to service the logger in the most economic manner and will estimate the repair charge on a Service Confirmation Form. A service will not be performed unless a signed Service Confirmation is received from You.
- 11.3 Services are charged in multiples of quarter hour at a rate of US\$45 per hour. Spare parts are charged in accordance with the CVT Spare Parts Price List which is available on request.
- 11.4 The current Stress Test Charge applies to all loggers sent in for service, unless the service is covered by warranty. All humidity loggers sent in for service incur a re-calibration charge, which includes a stress test, regardless of whether the re-calibration was requested or not.
- 11.5 If product submitted to CVT for servicing the minimum charge for logger checking is US\$45.00 per item, unless covered by warranty.

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12. Intellectual Property

- 12.1 You acknowledge that CVT has and retains full and exclusive Intellectual Property in the Products to the exclusion of Yourself and any other person.
- 12.2 You will not nor attempt to:
- (a) Copy or modify any Product;
 - (b) Assert or hold Yourself out as being the owner or having proprietary rights to intellectual property in the Product.
 - (c) Immediately notify CVT if You become aware of any other person claiming such rights in respect of any CVT Product.

13. Notices

- 13.1 Notices may be served, in accordance with the Commonwealth of Virginia of the United States to the addresses of CVT or Yourself showing in the Order Confirmation. This may be affected by delivery at the physical address, or by post, or by fax or email to the fax and email addresses given.

14 Force Majeure

- 14.1 The obligations of CVT under this agreement may be suspended for so long as shall be reasonably required in the event of it sustaining any event or incident which shall make it impractical or difficult to perform its obligations. Such matters include, but without limitation, strikes, lockouts, cancellation of transport arrangements, acts of god, war, terrorism, civil disturbance, pandemics or the threat thereof, epidemics or the threat thereof, the sustaining of serious damage to the premises of itself or its suppliers, or any other cause or causes of any kind of character reasonably beyond the control of the party failing to perform, whether similar to or dissimilar from the enumerated causes.
- 14.2 If the suspension continues for more than 30 days, You are entitled to cancel the Order.

15. Governing Law

- 15.1 These terms shall be interpreted in accordance with the laws of the Commonwealth of Virginia in the United States and its courts shall have non-exclusive jurisdiction.

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16. Interpretation

16.1 In these terms unless the contrary shall apply:

“Distributor/Customer Agreement” means the agreement so named or similarly named between CVT and each individual customer.

“CVT” means Cryopak Verification Technologies, Inc.

“Intellectual Property” includes but is not limited to copyright, design rights, patents, trademarks, know-how, get-up and confidential information and other proprietary rights, whether in written, diagrammatic or electronic form, and whether registered or not.

“Loggers” means the loggers detailed in the Order Confirmation.

“Order” means the order placed by you for the goods.

“Order Confirmation” means the confirmation of the order issued by CVT in accordance with clause.

“Price” means the price for the Products detailed in the Order Confirmation.

“Products” means loggers, spare parts, software or any other products or items details of which are included in the Order Confirmation

“Traceability Certification” as the meaning detailed in the CVT website.

“Terms” means these Terms and Conditions.

“You” and “Your” means the customer who has placed the order and which has been confirmed in the Order Confirmation.