

TERMS AND CONDITIONS OF SALE – CRYOPAK-001

**In force from 1 February 2019
(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 CRYOPAK 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- 1.3 Some parts of the terms and condition may be amended or superceded by an individual Distributor/Customer Agreement.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 the direct sales representative or through CRYOPAK's EDI, as instructed by CRYOPAK.
- 2.2 You will receive an 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 CRYOPAK to you.
- 2.3 Any order is subject to acceptance by CRYOPAK. 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 CRYOPAK website: www.cryopak.com.
- 3.2 In the event of any alteration in the design or specification of any Product, CRYOPAK shall be entitled to deliver Products conforming to the altered design or specification in fulfilment of the Order.

4. Pricing

- 4.1 The Price of the Products in Your Order will be confirmed in the Order Confirmation.

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4.2 The Price is ex works, unless otherwise specified in the Order Confirmation. 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, CRYOPAK may pay the freight but the cost will be invoiced to You. The price does include insurance during transit.

4.3 All product prices will be based on CRYOPAK's published price list.

4.4 CRYOPAK 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 CRYOPAK 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, if any, 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 CRYOPAK before the due date of payment.

5.3 If payment is not made by due date, CRYOPAK 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.

6. Delivery

6.1 CRYOPAK 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 CRYOPAK will keep the Products insured until delivery is made.

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6.3 Where possible CRYOPAK 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 CRYOPAK 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 CRYOPAK.
- (b) If the goods are mixed with other items, CRYOPAK 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 CRYOPAK and keep the sale proceeds in a separate bank account in trust for CRYOPAK.

7.3 You license CRYOPAK to enter Your premises during normal business hours to repossess the Products. This license cannot be revoked.

7.4 The fact that CRYOPAK owns the Products will not affect Your obligation to pay the Price or the right of CRYOPAK to sue You for the Price if it is not paid on time. CRYOPAK 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 CRYOPAK.

9. Warranties and Conditions

9.1 CRYOPAK'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 CRYOPAK website www.cryopak.com.

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- 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 CRYOPAK unless in writing and signed by CRYOPAK or one of its Directors, or included in either of the warranties detailed in clause 9.1.
- 9.4 CRYOPAK WILL NOT BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, CONSEQUENTIAL OR CONTINGENT LOSS OR DAMAGE CAUSED THROUGH THE NEGLIGENCE OR OTHERWISE OF CRYOPAK, ITS SERVANTS OR AGENTS OR ARISING 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 CRYOPAK; CRYOPAK will pay the return freight back to You.
- 10.2 Product Warranty is twelve (12) months ex works on all products.
- 10.3 The warranty does not cover:
- (a) Wilful damage, mistreatment, misuse or abuse of the goods.
 - (b) Circumstances where the Product has been modified from CRYOPAK specifications.
 - (c) Exposure of the Product to temperatures outside the specified storage temperature, or operating temperature.
 - (d) Exposure to environmental conditions outside the specified conditions.
- 10.4 In the case of a warranty claim CRYOPAK will, at its option, supply an equivalent replacement or issue a refund for the cost of the Product.
- 10.5 In some circumstances, where a specific return is authorised, CRYOPAK, may permit the use of its Shipping Carrier account number for returning Product. Such permission is valid ONLY for that authorised shipment. CRYOPAK will not accept any freight charges for goods that have been returned without its express permission.

11. Intellectual Property

- 11.1 You acknowledge that CRYOPAK has and retains full and exclusive Intellectual Property in the Products to the exclusion of Yourself and any other person.
- 11.2 You will not nor attempt to:
- (a) Copy or modify any Product;

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- (b) Assert or hold Yourself out as being the owner or having proprietary rights to intellectual property in the Product.
- (c) Immediately notify CRYOPAK if You become aware of any other person claiming such rights in respect of any CRYOPAK Product.

12. Notices

- 12.1 Notices may be served, in accordance with the State of New Jersey of the United States to the addresses of CRYOPAK 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.

13 Force Majeure

- 13.1 The obligations of CRYOPAK 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, the sustaining of serious damage to the premises of itself or its suppliers, and the like.
- 13.2 If the suspension continues for more than 30 days, You are entitled to cancel the Order.

14. Governing Law

- 14.1 These terms shall be interpreted in accordance with the laws of the Province of Quebec in Canada and its courts shall have non-exclusive jurisdiction.

15. Language

- 15.1 The Parties acknowledge that they have required that these Terms and Conditions and all related documents be drawn up in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

16. Interpretation

- 16.1 In these terms unless the contrary shall apply:

“CRYOPAK” means Cryopak Industries (2007) ULC.

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



Cryopak Industries (2007) ULC
11000 Parkway Boulevard
Anjou QC, H1J 1R6
Phone: 514-324-4720
Website: www.cryopak.com

ISO: 9001:2015

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“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.

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

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

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

“Products” means gel packs, gel blankets, phase change materials, insulated containers, corrugate boxes, packaging systems and other cold chain materials or items included in the Order Confirmation.

“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.