

CLEAN ENERGY CRYOGENICS STANDARD TERMS OF SALE

THE SALE OF ANY PRODUCTS AND/OR SERVICES BY WYOMING NORTHSTAR INCORPORATED TO BUYER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS. ANY ACCEPTANCE OF SELLER'S OFFER TO BUYER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS AND SELLER EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER.

1. Definitions. The following terms, as used herein, shall have the following meanings:

- a. "Buyer" means the entity or individual to which Seller is providing products and/or services under the Contract.
- b. "Contract" means the applicable purchase order, quotation, proposal or acknowledgement, as the case may be, which is provided by Seller to Buyer, together with these Terms and Conditions.
- d. "Premises" means the Buyer site where the Work is to be performed.
- e. "Products" means the equipment, parts, materials, supplies or other goods Seller has agreed to supply to Buyer under the Contract.
- f. "Seller" means Wyoming Northstar Incorporated, or any of its affiliates who are performing the Work.
- f. "Services" means the services Seller has agreed to perform for Buyer under the Contract.
- g. "Terms and Conditions" means these "Clean Energy Cryogenics Standard Terms and Conditions of Sale".
- h. "Work" means the Products and/or Services, as applicable, to be provided by Seller to Buyer under the Contract.

2. Payment. Buyer shall pay Seller the full purchase price as set forth in the Contract. Unless the Contract provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Work, including without limitation, taxes which are measured based on the selling price of the Work, shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 15 days after Buyer's receipt of Seller's invoice which shall be deemed to occur 3 days after Seller transmits the invoice to Buyer. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) for collecting amounts due but unpaid. All orders are subject to credit approval. Title shall only transfer to Buyer when Buyer has paid Seller in full for the Work. This Section shall survive termination of the Contract.

3. Delivery. Unless the Contract provides otherwise, delivery terms are Ex Work's Seller's facility. Buyer shall pay all delivery costs and charges related to delivery of the Products. Risk of Loss shall transfer from Seller to Buyer the moment when the Work leaves Seller's facility. To enable Seller to fulfill its obligations under the Contract, as applicable, Buyer hereby grants to Seller the right of ingress to and egress from the Premises, on a non-exclusive basis, to Seller and its employees, agents and contractors to enable Seller to perform the Work. Buyer shall maintain safe working conditions on the Premises. If in Seller's reasonable opinion, the health, safety or security of its personnel at the Premises is, or may be, harmed or in danger based on security risks, the presence or threat of exposure to hazardous materials, or unsafe working conditions, Seller may, in addition to all other rights or remedies available to it, remove some or all of its personnel from the Premises, suspend performance of all or any part of the Contract, and/or remotely perform or supervise the Work. Seller shall have no responsibility or liability for the pre-existing condition of Buyer's equipment or the Premises. Buyer shall provide documentation to Seller that identifies the presence or condition of any hazardous materials existing in or about the Premises that Seller may encounter while performing the Work. Buyer will indemnify and hold Seller harmless from any and all claims, damages, losses, costs and/or expenses arising out of or relating to any hazardous materials which are or were (1) present in or about the Premises, or (2) improperly handled or disposed of by Buyer or its employees, agents or contractors, or (3) brought, generated, produced or released on the Premises by a party other than Seller.

4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller shall retain ownership of all intellectual property it had prior to the Contract. Buyer shall not disclose any such material to third parties without Seller's prior written consent. All new intellectual property conceived of or created by Seller in the performance of the Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to Seller. This Section shall survive termination of the Contract.

5. Changes. Seller shall not implement any changes in the scope of work described in the Contract unless an authorized representative of Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any part of the Work cannot be cancelled or returned except with the prior written consent of Seller and upon terms that will indemnify Seller against all losses resulting therefrom, including the profit on any part of the Work that is cancelled. When Seller authorizes the return of equipment, Buyer shall prepay the shipping charges on such returned equipment, unless otherwise expressly stated by Seller in its written return authorization.

6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Work shall materially conform to the description in the Contract and shall be free from defects in material and workmanship. Notwithstanding anything to the contrary, the foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer or is not manufactured by Wyoming Northstar Incorporated, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller by the applicable manufacturer or supplier, and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory.

If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from shipment or 1 year from installation, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, provide replacement parts to the Buyer or repair (Buyer to provide Seller with unencumbered access to the equipment) or refund the purchase price therefore. Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, re-installation and transportation of the parts to Seller and back to Buyer. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). Warranty repair or replacement shall not extend or renew the applicable Warranty Period. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 9 BELOW.

SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE CONTRACT.

7. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control (a "Force Majeure Event"). The time for delivery shall be extended during the continuance of such conditions. If the acts or omissions of Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment. Seller shall have the right to terminate the Contract, upon written notice to Buyer, in the event a Force Majeure Event lasts longer than 6 months.

8. Term. The term of this Contract shall automatically terminate upon completion of the Work.

9. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION LOSSES AND/OR LOSS OF USE, WHETHER ANY SUCH CLAIM FOR THE SAME IS BASED ON WARRANTY, TORT, STRICT LIABILITY OR NEGLIGENCE. SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE WORK. THIS LIMITATION APPLIES WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY. THIS SECTION SHALL SURVIVE TERMINATION OF THE CONTRACT.

10. Miscellaneous. The Contract comprises the complete and exclusive statement of the agreement between the parties related to the Work and supersedes any terms contained in Buyer's documents. No part of the Contract may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Contract. If any of these terms are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Contract without Seller's prior written consent. The Contract shall be governed by the laws of the State of California without regard to its conflict of laws provisions.