

TERMS OF SERVICE - CRYOSURE

1. Order Procedure

- 1.1. *Order Request:* Lessee shall submit all Order Requests and any request to change an Order Request by email to support@envirotainer.com, or as Envirotainer otherwise specifies (each an "Order Request"). Each Order Request shall include all requested Order Information. Envirotainer shall accept reject or propose a modification to the Order Request within one Business Day of receipt.
- 1.2. *Order Confirmation:* Envirotainer shall issue an Order Confirmation specifying the quantity and type of Equipment to be leased, the time for Start or Lease and place for delivery, applicable delivery terms. Envirotainer shall, if complete Order Information was included in the Order Request, issue a preliminary cost statement for the Lease Transaction.
- 1.3. *Equipment ID:* Envirotainer shall provide the Equipment ID no later than at Start of Lease.
- 1.4. *Changes to the Order Request:* The Lessee may, up until two Business Days before Start of Lease, change an Order Request, provided that the changes can be handled within Envirotainer's normal business operations without additional expense. Changes to the Order Request are subject to an updated Order Confirmation. Changes that require additional expense or effort for Envirotainer will be reflected in an updated preliminary cost statement if one was initially provided. Unrecoverable costs for transportation service and a Base Lease Fee will be charged for Orders cancelled later than two Business Days before Start of Lease.
- 1.5. *Changes to during the Lease Period:* The Lessee may during the Lease Period request to change the time and place for return of the Equipment, add transportation service and/or extend the lease period. Any such changes are subject to an updated Order Confirmation. Changes that require additional expense or effort for Envirotainer will be reflected in an updated preliminary cost statement if one was initially provided.

2. Delivery and Return

- 2.1. *Delivery and Return:* The Equipment shall be delivered from and returned to the Envirotainer Station specified in the Order Confirmation.
- 2.2. *Delivery Terms:* The delivery terms shall be; FCA (Incoterms 2020) Envirotainer's Station, or in the case Envirotainer shall transport the Equipment to the Lessee; DAP (Incoterms 2020) to the place specified in the Order Confirmation. The Lessee is responsible for such place being accessible to Envirotainer, or its transport service provider during normal business hours.
- 2.3. *Transfer of Risk at End of Lease:* The risk shall not be transferred to Envirotainer until the Equipment have been unloaded and handed over to Envirotainer at an Envirotainer Station.
- 2.4. *Partial and Early Delivery:* Envirotainer shall be entitled, but not obliged, to make partial delivery and to execute deliveries early, unless expressly agreed otherwise.

3. Lease Transaction

- 3.1. *Start of Lease:* The Lease Period starts at the time specified in the Order Confirmation.
- 3.2. *End of Lease:* The Lease Period ends when the Equipment have been unloaded and handed over to Envirotainer at an Envirotainer Station.
- 3.3. *Lease Period:* The Lease Period is the actual period between the local time and date of Start of Lease and the local time and date of End of Lease, both days included.
- 3.4. *Additional Days:* If the Lease Period is greater than the Base Lease Period, Envirotainer will charge Lessee for Additional Days as specified in the Price List.
- 3.5. *Flexible Return:* Envirotainer reserves the right to charge the Lessee reasonable handling and transportation costs if the Equipment is not returned to the Envirotainer Station from which it was delivered.

4. Transportation Service

Transportation of Equipment: Envirotainer may upon the Lessee's request and at the Lessee's cost arrange to transport the Equipment. Any such transport shall be made during the Lease Period and shall, for calculation of the Lease Period and potential Additional Day Fees, not be considered to have taken longer than specified in the order confirmation, even if it takes Envirotainer longer time to complete such transport.

5. Material Restriction and Limitation in Use

During a Lease Transaction, the Lessee covenants that:

- biological materials used with the Equipment shall be limited to Biological Substance Category B materials specified under UN 3373 and exceptions defined in IATA 3.6.2.2;
- no pathogenic Category A materials (UN 2814, UN 2900) or medical or clinical wastes (UN 3291) shall be used with the Equipment;
- all biological materials used with the Equipment, whether shipped by ground or air transport, shall be packed as described in International Air Transport Association (IATA) Packing Instruction 650 in a leak-proof primary receptacle and a leak-proof secondary receptacle containing the primary receptacle(s) and an absorbent in sufficient quantity to absorb the entire contents of any liquid materials in the primary receptacle(s) with the primary and secondary receptacles maintaining their integrity at the temperature of dry ice and the temperatures which could result if refrigeration were lost; and
- it shall not recharge the Equipment with dry ice.

6. Hazard Warning

LESSEE WILL WARN AND PROTECT ITS EMPLOYEES, CUSTOMERS, CONTRACTORS AND ANY OTHER INTENDED HANDLERS OR RECIPIENTS OF EQUIPMENT, WITH RESPECT TO ALL HAZARDS, INCLUDING NECESSARY AND PRUDENT SAFETY PRACTICES FOR HANDLING THE SHIPPERS AND DRY ICE OR OTHER PRODUCTS, INCLUDING WEARING NECESSARY PERSONAL PROTECTIVE EQUIPMENT, AVOIDING CONTACT WITH BARE SKIN, USING DRY ICE AND OTHER PRODUCTS ONLY IN A MANNER CONSISTENT WITH THE APPLICABLE SAFETY DATA SHEETS AT WWW.LINDE.COM, AND USING, STORING, AND DISPOSING DRY ICE OR OTHER PRODUCT ONLY IN ADEQUATELY VENTILATED AREAS. LESSEE WILL COMPLY, AND WILL INSTRUCT ITS CUSTOMERS TO COMPLY, WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS RELATING TO A SAFE AND SECURE OPERATION. THE LESSEE SHALL NOT OBSCURE OR COVER ANY WARNINGS PROVIDED BY ENVIROTAINER OR THE MANUFACTURER OF THE EQUIPMENT.

GENERAL TERMS AND CONDITIONS

1. General

- 1.1. *The Agreement:* The Lessee accept and agree to the Terms of Service and the following general terms and conditions (jointly referred to as "Terms and Conditions") by creating an account and/or logging into the user interface ("Portal"), submitting an Order Request to Envirotainer, or using Envirotainer's services. In the event of a conflict between the Terms and Conditions and any Order, the Terms and Conditions shall apply, unless the Order Confirmation expressly states that it shall supersede the applicable provision of the Terms and Conditions. Any type of business terms of the Lessee or third parties shall not be applicable, including if the Terms and Conditions do not contradict their validity in an individual case. A reference to a letter that contains the business conditions of the Lessee or a third party or refers to such, or an unconditional acceptance of orders in the knowledge of existing business terms, does not substantiate any acceptance by Envirotainer of the validity of such business terms.
- 1.2. *Incorporation of Terms:* The Lessee accept and agree that the Terms and Conditions shall apply for each Lease Transaction without the necessity to execute any contract or other similar documentation containing references to the Terms and Conditions for each such occasion, other than completing the defined order procedure. If the terms and conditions of a Lease Transaction are inconsistent with the Terms and Conditions, the latter shall prevail.
- 1.3. *Definitions:* As used in this Agreement, and in addition to any other defined terms, the capitalized terms used herein are defined in the Definitions at the end of these Terms and Conditions.
- 1.4. *Services:* All services will be provided to Lessee according to the Terms and Conditions and one or more Order Confirmations.
- 1.5. *Subaccounts:* The Lessee may request to have multiple booking accounts and may request each such booking accounts to be invoiced separately. The applicable prices and commercial offering may be different between booking accounts. Booking accounts may, subject to Envirotainer's consent and the affiliate's adherence to these Terms and Conditions, apply to affiliates of the Lessee which then assumes rights, benefits and liabilities in respect of the relevant booking account as if their own. The Lessee remains jointly and severally liable for all obligations and activities and omissions of each of its affiliates under this Agreement. The respective affiliates will, however, not liable for the obligations of another affiliate. In the event an affiliate does not settle invoices within the agreed payment term, Lessee undertakes to settle such invoices and any overdue interest within seven calendar days from the date of notification of such default. Envirotainer reserves the right to deactivate booking accounts in case of inactivity for a period of 12 months.

2. Price and Payment Terms

- 2.1. *Prices and Fees:* Fees payable under the Agreement and any Order shall be in the amounts set forth in these Terms and Conditions or Envirotainer's Price List, as updated from time to time. All payments shall be due 30 days from receipt by the Lessee of an invoice for the same. An updated version of the price list is available on Envirotainer's website.
- 2.2. *Invoicing:* Envirotainer will issue an invoice (a) after End of Lease, (b) after cancellation, or (c) when Equipment is damaged or deemed lost. In cases applicable, Envirotainer may issue collective invoices for several Lease Transactions. The invoice shall include additional services and charges connected to a Lease Transaction, if any. Damage fees may be invoiced separately. The invoice shall be issued in the same currency as the respective booking was made. The Lessee shall notify Envirotainer in writing within seven days from the issue date of an invoice in case of disagreement, listing the objections and connected amount.
- 2.3. *Late Fees:* If Envirotainer has not received payment on the due date (and such payment is not the subject of dispute between the Parties), and without prejudice to any other rights and remedies of Envirotainer, interest shall accrue on a daily basis on such due amounts in accordance with the Swedish Late Payment Interest Act (Sw. *Räntelag 1975:635*), commencing on the due date and continuing until fully paid, whether before or after judgement.
- 2.4. *Tax:* All amounts payable to Envirotainer shall be paid free and clear of any deduction or withholding on account of taxes. If the Lessee is required to withhold any tax regarding any payments due to mandatory provisions, such amount may only be deducted from the amounts to be paid hereunder provided that the Lessee notifies Envirotainer hereof in advance. The Lessee shall in such case notify Envirotainer in writing prior to making any such withholding or deduction and provide official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Envirotainer to establish that such taxes have been paid. The Lessee shall be responsible for all sales, use, value-added or any other taxes imposed by any governmental entity upon the use or receipt of the services. If and when Envirotainer has the legal obligation to pay such taxes, Envirotainer will invoice the Lessee the amount of such taxes, and the Lessee will pay such amount unless the Lessee provide Envirotainer with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by Envirotainer to establish that such taxes have been paid. The Parties shall cooperate to more accurately determine each party's tax liability and to minimize such liability to extent legally permissible.
- 2.5. *No Deduction or Setoffs:* All amounts payable to Envirotainer shall be paid by the Lessee in full, and without any setoff, recoupment, counterclaim, deduction, debit or withholding, for any reason (other than deduction or withholding of tax, as may be required by applicable law).

3. Rights to the Equipment

- 3.1. *Title, Ownership:* The Lessee recognizes and acknowledges that the title to and ownership of the Equipment is not transferred to the Lessee. The Lessee undertakes and covenants not to assign or transfer the lease, sell, pledge, hypothecate or otherwise encumber or suffer a lien upon or against any Equipment. The Lessee further undertakes to not modify or alter the Equipment in any way.

- 3.2. *Technical Requirements:* In accordance with the requirements set forth in the Operations Manual, the Lessee must have required equipment to be able to use the services and the Equipment. Acquiring, installing, maintaining and operating equipment is solely the Lessee's responsibility.
- 3.3. *Marking of the Equipment:* Envirotainer shall identify the Equipment by distinctive markings. Such markings may not be removed or covered by the Lessee or its appointed representatives.
- 3.4. *No Reverse Engineering:* The Lessee acknowledges that the Equipment and Envirotainer's Confidential Information are proprietary to Envirotainer or the Equipment manufacturer and embody cold chain technology of Envirotainer or the Equipment manufacturer. The Lessee undertakes to not reverse engineer, design, construct, have constructed and/or operate any duplication or modification of the Equipment, or cold chain technology for any purpose.

4. Representations & Warranties

- 4.1. *Mutual Warranty:* The Parties respectively represents and warrants to at its own cost possess and maintain any necessary authorizations, licences, consents and permissions required to provide and use the services and to handle the Equipment and shall comply with applicable statutory regulations.
- 4.2. *General Warranty:* Envirotainer warrants that the Equipment will be free from defects and conform, within specified tolerances and quality, the applicable specifications.
- 4.3. *Compliance:* The Lessee undertakes to only use the Equipment for its intended purpose and to comply with the instructions and recommendations set out in the Terms and Conditions, Operations Manual, Technical Specifications, hazard warnings, safety data sheets, or as is otherwise provided by Envirotainer. The Lessee moreover undertakes to comply with any applicable standards, laws and regulations pertaining to the use of the Equipment, including regulations concerning distribution of medicinal products.
- 4.4. *Storage and Care:* The Lessee undertakes to take reasonable measures to protect and safely store the Equipment throughout the Lease Period to avoid damage, unauthorised usage or theft.
- 4.5. *Exclusion of all other Warranties:* The Lessee is not entitled to rely on any assumptions, warranties or declarations not explicitly stated in the Terms and Conditions, and Envirotainer disclaims insofar legally permissible any other warranty under law or otherwise relating to the services or the Equipment, including but not limited to performance or suitability for any particular purpose or merchantability. In the event the Lessee recharges the Equipment with dry ice, none of Envirotainer's warranties shall apply.

5. Defects

- 5.1. *Notice of Defect:* Delivered Equipment shall be carefully inspected without undue delay after delivery. Obvious defects that would have been identifiable in a careful inspection shall be deemed accepted unless notified to Envirotainer within five Business Days. Other defects shall be deemed accepted unless notified to Envirotainer within five Business Days from the date on which the defect was detected or the earlier date on which the Lessee reasonably should have detected the defect. Any defects shall be deemed accepted if the Equipment is used.
- 5.2. *Statute of Limitation for Defects:* Defect claims must be made not later than three months after delivery. The period of limitation shall apply for loss compensation claims in the case of intentional or gross negligence as well as the case of personal injury, based on intentional or negligent infringement of obligation of Envirotainer, unless applicable law prescribes a longer period. Any return of defective Equipment shall be coordinated with Envirotainer. Any return which has not been coordinated with Envirotainer will be rejected, with the Lessee thereby incurring the related costs and fees.
- 5.3. *Remedy for Defects:* The remedy for defects will, at the Lessee's option be that Envirotainer either replace the defective Equipment within reasonable time or cancel the relevant Lease Transaction at no cost. Claims for expense incurred by the Lessee due to defects or replacement of a defective Equipment, including but not limited to, transportation, working and material costs, shall be excluded.
- 5.4. *Excluded Defects:* Minor differences in the appearance, cases of normal wear and tear and minor diminution of usability, or damages arising after the transfer of risk as a consequence of incorrect or negligent handling, excessive utilization, inappropriate operating or external influences shall not constitute defects. No defect claims will be accepted if the Lessee or a third party perform maintenance or modifications to the Equipment.

6. Liability and Indemnity

- 6.1. *General Indemnity:* The Parties shall, subject to the explicit limitations set out in the Terms and Conditions, at all times, both during the continuation of and after the termination of the agreement, indemnify and hold harmless the other party against any third-party claim suffered directly as a result of a breach by the other party of any of the provisions of these Terms and Conditions or gross negligence or willful misconduct.
- 6.2. *Indemnification Obligations:* The indemnification provided in Section 6.1 is conditioned on (a) the party to be indemnified giving the indemnified party prompt written notice of such claim; (b) the indemnified party providing its full cooperation in the defense of such claim, if requested by the indemnifying party; and (c) the indemnified party granting the indemnifying party the sole authority to defend or settle the claim. The indemnified party may engage legal counsel to monitor, but not control, any such claim at the indemnified party's expense.
- 6.3. *Liabilities for Damage or Loss:* The Equipment shall be returned cleaned and without damages, save for normal wear and tear. The Lessee agrees to assume full liability and pay Envirotainer for any cleaning, repair of damaged Equipment or lost Equipment, from whatever cause or source when the risk and liability for the Equipment remain with the Lessee and irrespective of whether the Equipment is in the care, custody and control of a common carrier or under the direct use and control of the Lessee or one of its appointed representatives. The Equipment will be deemed lost if it has not been returned 30 days after the return date specified in the Order Confirmation. The liability to pay damages in case of Damage to Equipment shall be limited to a maximum amount corresponding to the Non-Return Value of the Equipment, plus the accumulated lease charges and applicable Additional Day fees. Should lost Equipment be

retrieved, Envirotainer may demand it to be returned in consideration of an amount corresponding to the Non-Return Value.

- 6.4. *Limitation of Envirotainer's Liability:* Envirotainer's liability, irrespective of legal grounds shall be limited to the fees and charges for the respective Lease Transaction. The term "Envirotainer" shall, in Sections 6.4 and 6.5 herein also mean and include Envirotainer's suppliers and subcontractors, each of which shall be a third-party beneficiary of these provisions.
- 6.5. *Limitation of Remedy:* The remedies set out in Section 5 and 6 are exclusive and no other remedies, whether by law, legal principles or otherwise, shall be available for either party. Notwithstanding any other provision herein to the contrary in no event will Envirotainer, its affiliates or suppliers, or any of their officers, directors, employees, shareholders, agents, or representatives be liable to the Lessee, or any other person or entity for any indirect, special, incidental, exemplary or consequential damages or loss of profits, revenue, diminution in value, sales, cargo or goodwill, loss of biological or synthetic material or scientific research or any other similar loss or damage in any way relating to this Agreement or resulting from the use of or inability to use the deliverables or the performance or non-performance of any Services, including the failure of essential purpose, even if such party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise.
- 6.6. *Insurance:* The Lessee shall maintain a liability insurance with a reputable insurance company to cover all potential liability under this Agreement. The Lessee shall, on Envirotainer's request provide a valid insurance certificate detailing the coverage and evidence of payment or the applicable premium.

7. Non-Disclosure and Confidentiality

- 7.1. *Confidentiality:* The Lessee and Envirotainer each undertake to treat as "Confidential Information" as and when disclosed to the other party; all of the other party's information, technical and business data such as prices and discounts or know-how which would, under the circumstances, appear to a reasonable person to be confidential and/or proprietary information. Confidential Information does however not include information that:
 - was in or enters the public domain through no fault of the receiving party;
 - is communicated by a third party to the receiving party free of any obligation of confidentiality;
 - has been independently developed by the receiving party without reference to any Confidential Information of the disclosing party; or
 - was in the receiving party's lawful possession prior to disclosure and had not been obtained either directly or indirectly from the disclosing party.

Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's confidential information for any purpose other than as required to perform under the agreement.

- 7.2. *Data Use:* All data and information pertaining to the Equipment, the operation and use of the Equipment and orders is the property of Envirotainer and may be used or transferred by Envirotainer without limitation.
- 7.3. *Processing of Personal Data:* To the extent Envirotainer processes personal data of the Lessee while providing the services, it shall do so in accordance with the privacy policy provided on Envirotainer's website. The Lessee agrees that Envirotainer saves data from the contractual relationship for data processing purposes and reserve the right to disclose such data to third parties, to the extent required for the fulfilment of the Agreement.

8. Sustainability

Code of Conduct: Envirotainer's Code of Conduct, which establishes the principles for the management of Envirotainer and relations with third parties, shall be an integrated part of this Agreement. The Lessee hereby undertakes to be bound by the principles, values and commitments expressed in Envirotainer's Code of Conduct. The Lessee acknowledges that Envirotainer's sustainability development goals include improving resource efficiency by reducing the emissions from the pharma supply-chain together with suppliers, partners and customers. The Lessee undertakes to contribute to Envirotainer's pursuit by transparently reporting the environmental impact of the products and services provided by Envirotainer. The Lessee acknowledges and accepts that the calculation of Envirotainer's total CO₂ footprint according to the Greenhouse Gas Protocol and the lifecycle analysis of its products will, in part, depend on the Lessee's reporting and efforts to reduce and compensate for its environmental impact.

9. Anti-Bribery and Corruption

- 9.1. Each party undertakes that, at the date of the entering into force of the Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
- 9.2. The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with applicable anti-bribery or corruption laws and Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Agreement, as if written out in the Agreement in full.
- 9.3. If a party, as a result of the exercise of a contractually-provided audit right, if any, of the other party's accounting books and financial records, or otherwise, brings evidence that the latter party has been engaging in material or several repeated breaches of the provisions of Part I of the ICC Rules on Combating Corruption 2011, it will notify the latter party accordingly and require such party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter party fails to take the necessary remedial action, or if such remedial action is not possible,

it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anticorruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first party may, at its discretion, either suspend the Agreement or terminate it, it being understood that all amounts contractually due at the time of suspension or termination of the Agreement will remain payable, as far as permitted by applicable law.

- 9.4. Any entity, whether an arbitral tribunal or other dispute resolution body, rendering a decision in accordance with the dispute resolution provisions of the Agreement, shall have the authority to determine the contractual consequences of any alleged non-compliance with this ICC Anti-Corruption Clause.

10. Term and Termination

- 10.1. *Term:* The Agreement shall continue for an unlimited duration of time until terminated and shall be effective for each Lease Transaction until all Equipment has been returned and all the rights, obligations, and remedies attributable thereto has been fulfilled or completed.
- 10.2. *Suspension of Service:* The Lessee agree that Envirotainer at any time, without notice, may freeze an account or otherwise stop access to the service as provided below:
- In case of alleged breach of the Terms and Conditions,
 - In case of modification of the service,
 - In case of unexpected operational interruptions or problems,
 - In case of delayed payment,
 - In case of explicit action requested from any legal authority or other government authorities.
- 10.3. *Termination:* Without prejudice to any other remedies and in addition to any other termination rights herein, the Parties shall have the right to terminate the Agreement as provided below:
- By either party if the other party commits a material breach of the Terms and Conditions;
 - By either party with immediate effect from the date of service on the other party of written notice if: (a) such other party becomes unable to pay its debts within the meaning of applicable insolvency laws, (b) such other party ceases or threatens to cease to carry on the whole or substantial part of its business; any distress or execution shall be levied upon such other party's property or assets, or any of its property is subject to the exercise of commercial rent arrears recovery; (c) such other party shall make or offer to make any voluntary arrangement or composition with its creditors; (d) such other party is the subject of a notice of intention to appoint an administrator, is the subject of a notice to an administration order, or has an administrator appointed over it; (e) a receiver or administrative receiver is appointed over all or any of such other party's undertaking property or assets; (f) any bankruptcy petition is presented or a bankruptcy order is made against such other party; an application is made for a debt relief order, or a debt relief order is made in relation to the other party; and (g) such other party is dissolved or otherwise ceases to exist;
 - By Envirotainer if any amounts due remain unpaid for more than 15 days following written notice of such unpaid amount being delivered to the Lessee.
 - By either party if required by explicit action request from a government authority or other competent authority.
- 10.4. *Effect of Termination:* Upon termination of the Agreement for any reason, all rights granted by Envirotainer to the Lessee will immediately cease. Termination of the Agreement shall not affect a Lease Transaction still in progress on the date of termination and such Lease Transaction shall remain in force until all such Equipment have been returned. Termination of the Agreement shall not affect the accrued rights and remedies as at termination or which are attributable to a period prior to termination. Envirotainer will not be liable to the Lessee or any third-party due to the account being frozen or terminated in accordance herewith.
- 10.5. *Survival:* Termination of this Agreement or any Order will not affect the provisions regarding Envirotainer's or the Lessee's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, and provisions limiting or disclaiming Envirotainer's liability, which shall survive such termination.

11. General Contractual Conditions

- 11.1. *Governing Law & Dispute Resolution:* The Agreement shall be construed in accordance with and be governed by the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Expedited Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be English. All awards may, if necessary, be enforced by any court having jurisdiction in the same manner as a judgement in such court. All arbitral proceedings shall be strictly confidential and all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.
- 11.2. *International Conventions:* The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the Parties hereunder.
- 11.3. *No Conflicts:* Notwithstanding the content of any Order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such document shall be null and void.
- 11.4. *Communication:* All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (a) by hand; (b) by registered or certified mail, postage prepaid; (c) by a nationally

recognized courier service, to the respective addresses set forth either in this Agreement, or as amended by the Parties by written notice to the other party in accordance with this Section.

- 11.5. *Assignment*: Neither party shall transfer, assign or sublicense its rights under the agreement to any other third party, in whole or in part, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties and their successor and permitted assigns.
- 11.6. *Severability and Non-Waiver*: If any provision of the agreement is held to be legally invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Failure by either party to enforce any provision of the agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of such provision or right unless express and in writing. No waiver shall be interpreted as setting a precedent.
- 11.7. *Entire Agreement*: This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.
- 11.8. *Modifications*: The Lessee agrees that Envirotainer may modify the Terms and Conditions and other contractual documents from time to time, and that Envirotainer's obligations under the Agreement are conditioned on an ongoing basis with the Lessee's compliance with the then current version of the Terms and Conditions. Envirotainer will notify the Lessee of any material revision of modifications to the Terms and Conditions and other contractual documents by (a) posting a notice on Envirotainer's user Portal for 30 days following the revision of modification, or (b) providing direct notice of such changes in a communication to the Lessee. By continuing to use the services following the receipt of such notice, the Lessee consents to the revised or modified Terms and Conditions.
- 11.9. *Third Party Rights*: The Parties do not intend any third party to have the right to enforce any provision of the Agreement.
- 11.10. *Subcontractors and Agents*: The Lessee are liable in relation to Envirotainer for any act or omission by any of your subcontractors, agents or representatives.
- 11.11. *Force Majeure*: Neither party shall be liable to the other for any delay or non-performance of its obligations under the agreement to the extent that such delay or non-performance arises directly from any cause or causes beyond its reasonable control and which the party could not reasonably be expected to have anticipated and the consequences of which the party could not have reasonably avoided or surmounted. Nothing herein shall however excuse any accrued obligation of the payment of money. Nevertheless, in the event that a force majeure event continues for more than one month, Envirotainer shall be entitled to terminate the Agreement (including any relevant Order) without any further liability. The affected party shall take all reasonable steps to mitigate the effect of the force majeure event. A party, who wants to claim force majeure, shall do so in writing to the other party immediately upon the occurrence of the alleged cause or omission. For the avoidance of doubt, any failure or delay by a sub-contractor, agent or representative of a party may only be force majeure to a party in this Agreement provided that such failure is a consequence of a force majeure event in accordance with the foregoing.

12. Referred to Documents

<i>Operations Manual</i>	(Available on Envirotainer Website)
<i>Technical Specifications</i>	(Available on Envirotainer Website)
<i>Pricelist</i>	(Available on Envirotainer Website)
<i>Code of Conduct</i>	(Available on Envirotainer Website)
<i>Privacy Statement</i>	(Available on Envirotainer Website)

13. Definitions

<i>Additional Day</i> :	Each day by which the actual Lease Period is greater than the Base Lease Period.
<i>Additional Day Fee</i> :	As set out in Envirotainer's at each time applicable Price List.
<i>Base Lease Period</i> :	The lease period included in the Base Lease Fee.
<i>Base Lease Fee</i> :	As set out in Envirotainer's at each time applicable Price List.
<i>Business Day</i> :	Day the relevant Envirotainer operations centre and/or Envirotainer Station is open for business.
<i>Confidential Information</i> :	As set out in Section 7.1.
<i>End of Lease</i> :	End of Lease occurs by completed unloading of the Equipment at the agreed Envirotainer Station.
<i>Equipment</i> :	The Equipment leased out by Envirotainer to the Lessee as specified by the relevant Operations Manual and Technical Specifications.
<i>Equipment ID</i> :	The specific identification code assigned to each Equipment.
<i>Lease Fee</i> :	As set out in Envirotainer's at each time applicable Price List.
<i>Lease Period</i> :	The actual period between the local time and date of Start of Lease and the local time and date of End of Lease, both days included.
<i>Lease Transaction</i> :	The execution of an agreed lease of Equipment between the Lessee and Envirotainer.
<i>Operations Manual</i> :	Envirotainer's operations manual for the relevant Equipment, as updated from time to time.
<i>Order Confirmation</i> :	As set out in Section 1.2.



<i>Order Information:</i>	Information required to process an Order Request, including but not limited to account number, equipment type and quantity, release details, return details, additional services requested, and shipment data.
<i>Order Request:</i>	As set out in Section 1.1.
<i>Portal:</i>	Envirotainer's online portal in which the Lessee and Envirotainer interact in relation to Lease Transactions and thereto related matters.
<i>Price List:</i>	Envirotainer's at each time applicable Price List.
<i>Terms & Conditions:</i>	As set out in Section 1.1.