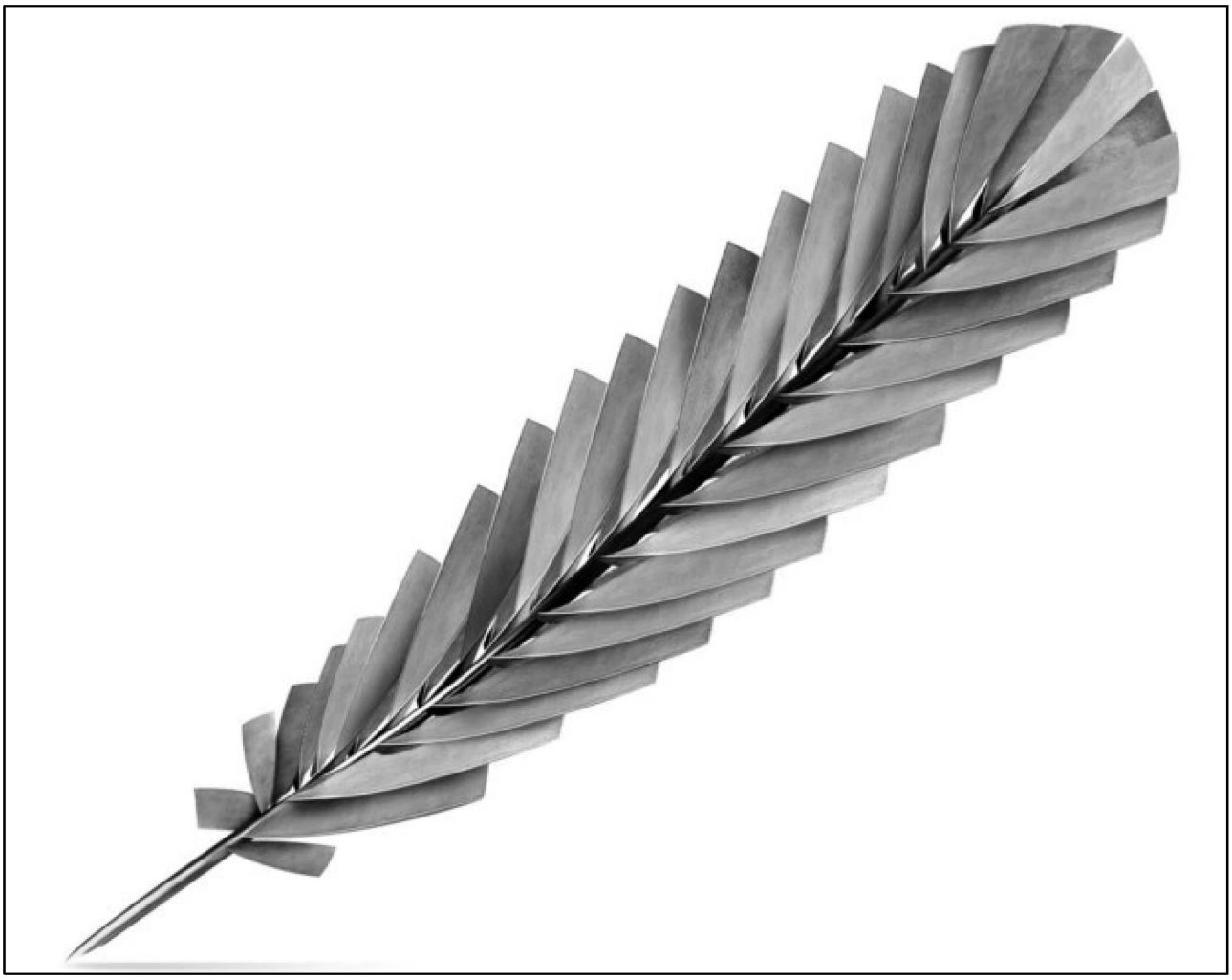


Howden Ventsim and Pumpsim Solutions Standard Terms for Sale of Goods & Services

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Howden
A Chart Industries Company

Revolving Around You™

1. DEFINITIONS

Buyer: means the purchaser, whose name is set out in Howden's tender or as shown in Howden's acceptance of the Buyer's order.

Contract: means the agreement arising as a result of the Buyer's acceptance of Howden's tender or proposal, or Howden's acceptance of the Buyer's order, incorporating these terms and conditions.

Contract Price: means the total sum payable as specified in the Contract.

Direct Costs: mean such direct costs borne and incurred by Howden associated with the Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin.

Goods: means the equipment, parts or materials as specified in the Contract.

Sensors: unit capable of measuring ambient conditions such as but not limited to: gases, dust, airspeed, Diesel Particulate Matter (DPM), temperature, humidity, pressure as well as protective measurement devices such as but not limited to vibration sensors, bearing temperature sensors.

Howden: means Howden Ventsim Pty Ltd, a company incorporated in Australia (ACN 129 440 866) and having its Registered Office at 47 Peel St, South Brisbane 4101, Australia, which bids for, or accepts an order from the Buyer.

2. GENERAL

The Contract shall be subject to the following terms and conditions and to any such other terms and conditions stated in or referred to in Howden's tender or in Howden's official order acceptance. All other terms and conditions are excluded unless expressly agreed by Howden in writing.

3. PERFORMANCE

Any figures quoted by Howden for performance are based on Howden's experience and are such as Howden expect to attain on test. However, Howden will accept no liability for failure to attain any such figures unless Howden have specifically guaranteed them, subject to any tolerances specified or agreed to by Howden.

4. INSPECTIONS AND TESTS

Howden products are carefully inspected and where practicable, subject to Howden's standard tests before dispatch.

If tests other than those specified in Howden's tender or tests in the presence of the Buyer or the Buyer's representative are required, these will be at additional cost to the Buyer. In the event of any delay on the Buyer's part in carrying out any inspection or in attending such tests after being given at least forty-eight (48) hours' notice that Howden are ready to test, the inspection or tests will proceed in the Buyer's absence and shall be deemed to have been made in the Buyer's presence and the results accepted by the Buyer.

5. DELIVERY

a) Unless otherwise agreed, delivery shall be Ex-Works. Incoterms 2010 shall apply.

b) Part deliveries shall be acceptable to the Buyer.

c) In the event that Howden cannot achieve the agreed Incoterms for reasons attributable to the Buyer within fourteen (14) days from notification of the Goods readiness, Howden will be entitled to invoice the Buyer and receive payment. Furthermore, after this fourteen (14) day period, storage costs will be chargeable to the Buyer in accordance with Clause 6.

d) When the Contract requires installation of the Goods, delivery of the Goods shall be deemed accepted by the Buyer when installation is completed by Howden on the Buyer's site. On completion of the installation by Howden, in accordance with the specifications contained in the Contract, the Buyer shall have a period of 15 days to accept delivery. Any rejection will have to be duly evidenced and presented to Howden. In the absence of such evidence

provided within the said 15 day period, Howden will be deemed entitled to consider delivery of the Goods as accepted.

6. STORAGE

If the Buyer does not (i) take delivery of the Goods, (ii) arrange storage, or (iii) as appropriate, give Howden its forwarding instructions to enable the dispatch of the Goods within fourteen (14) days from notification of Goods readiness, Howden shall be entitled to arrange storage on the Buyer's behalf and all charges shall be payable by the Buyer. Any hardware equipment should be stored in dry, heated, air conditioned environment, free of dust at temperature between 15-25°C.

7. TITLE AND RISK

Legal and beneficial ownership of the Goods shall remain vested in Howden until full payment of the Contract Price has been made by the Buyer. The Goods will be at the Buyer's risk from the time of delivery, or if delivery is delayed for any reason due to the Buyer's fault, risk will transfer to the Buyer from the time that delivery should have taken place.

8. SUBCONTRACTING

At its option, Howden may arrange for the manufacture of proprietary and subcontracted Goods, to be carried out by Howden, and/or Howden's choice of approved subcontractor.

9. TERMS OF PAYMENT

a) Unless otherwise agreed, payment of the Contract Price shall be made within thirty (30) days from the date of Howden's invoice.

b) If any payment falls into arrears Howden shall have the right to cancel or postpone performance of the Contract wholly or in part and to be paid immediately for performance of the Contract to date.

c) Howden reserve the right to charge interest on late payment of twelve percent (12%) per annum above the base rate quoted by the Bank of England from time to time on the daily balance from the due date until payment is made.

d) No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of the Contract Price. The terms of payment must be adhered to and any such claims dealt with separately.

10. CONTRACT VARIATIONS

In the event of a variation to the Contract (" Change Request" or "CR"), resulting in an extension to the delivery date(s), which will impact Howden's invoice schedule, Howden reserve the right to invoice the Buyer for the original Contract Price, in accordance with the most recent project plan, prior to the CR. Previous invoice milestones will be adjusted pro-rata and invoiced upon Howden's acceptance of the CR.

11. LIABILITY FOR DELAY

a) Any lead times quoted by Howden for performance of the Contract shall run from acceptance by Howden of the Buyer's order and/or Howden's receipt of all necessary information to enable Howden to commence the work under the Contract, and shall be subject to continued and timely performance on the Buyer's part.

b) In the event of a delay in the supply of the Goods which is solely attributable to the fault of Howden, Howden shall be liable to pay liquidated damages in a sum equal to half of one percent (0.5%) of the value of the delayed Goods per week, subject to a maximum of two and a half percent (2.5%) of the value of the delayed Goods. Such liquidated damages shall be the sole and exclusive remedy in the event of Howden's delay.

c) If Howden is delayed in its performance of the Contract, which is solely attributable to the fault of the Buyer, the Buyer's agent and/or other Contractors, Howden shall be entitled to be paid at the time which Howden was originally scheduled to be paid notwithstanding the delay.

12. SUSPENSION

The Buyer shall have the right to suspend the Contract. If the suspension period should exceed thirty (30) days, Howden has the right to consider the Contract terminated for convenience and be compensated in accordance with Clause 13.

13. TERMINATION

In the event of termination for Buyer's convenience, Howden shall be entitled to be reimbursed for the reasonable Direct Costs incurred by Howden in performing the works until termination and for its costs in effecting such termination, notwithstanding any other provision of the Contract. If Howden fail to cure a material breach within a reasonable time after receipt of notice of breach from Buyer, and on Howden's acceptance of such breach, Buyer shall have the right, at its option, to terminate the Contract upon payment to Howden for work performed at the time of termination.

14. WARRANTY - GOODS

a) Howden warrants that: (i) any Goods provided hereunder will be of good material and workmanship; and (ii) the Goods supplied by Howden hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties in writing.

b) Subject to paragraph c) below, in the event that defects appear in the Goods under proper use, Howden will repair or replace, at Howden's option and cost (excluding removal and/or reinstallation if so necessary) and within the warranty period set forth, whichever period expires earlier:

(i) twelve (12) months from first operation of any such Goods or;

(ii) eighteen (18) months from Howden's notification of Goods readiness.

c) In the event the Goods contain sensors and the sensors become defective under proper use and maintenance, Howden will repair or replace the sensors, at Howden's option and cost (excluding removal and/or reinstallation if so necessary) within six (6) months from delivery of the sensors.

d) In the event that removal of the Goods under warranty or any part thereof becomes necessary, the Buyer shall furnish Howden with a clear, unobstructed path of adequate size for removal of the Goods or part thereof, including onsite transportation and lift if required.

e) This warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Howden's O&M manual or good industry practice, (ii) use of unapproved spares, unauthorized modification or alteration of the Goods, (iii) normal wear and tear (iv) the failure of Buyer and/or the end-user to provide adequate storage, or; (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases.

f) Any warranty repair or replacement of Goods shall be warranted by Howden for the remainder of the original warranty period.

g) The warranties set forth in this Contract are exclusive and lieu of all other warranties and guarantees (including any warranty of merchantability or fitness for use for the purpose intended).

15. WARRANTY - SOFTWARE

In the event that the Goods require the use of software, the following warranties apply:

a) Howden warrants to Buyer that, to its actual knowledge, and if and only if (1) the software is unaltered and unmodified by Buyer or any third party and (2) properly installed, used solely with the Goods and as set forth in the documentation, the software will not infringe on the intellectual property rights of a third party.

b) If a defect in the software is reported to Howden within a 3-month period following delivery of the Software to Buyer, Howden may, at its sole discretion, either repair or replace software or provide Buyer with a refund of the portion of the applicable price paid by Buyer to Howden. The foregoing shall be Buyer's sole and exclusive remedies and the entire liability of Howden and its licensors for any breach of the limited warranties contained in respect of the software. No Howden contractor, consultant, reseller, agent or employee is authorized to make any modifications, extensions or additions to these limited warranties. Howden's software is provided "as is", and all other express or implied conditions, representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose (even if informed of such purpose), or arising from a course of dealing, usage, or trade practice, are hereby excluded to the fullest extent allowed by applicable law. No warranty is made that Howden's software functionality or services will meet Buyer's requirements, or that the operation of Howden's software will be uninterrupted or error-free.

16. SERVICES

a) Howden shall supply services ("Services") to the Buyer in relation to (i) the ongoing maintenance of the Goods, including remote diagnosis and, where possible, correction of faults using the management software, more specifically to correct all errors, bugs and failures of the software to comply with any warranty or term of the agreement, for a period of 12 months following delivery of the Goods and/or (ii) the provision of general technical advice, information documentation or any other assistance not relating to the purchase of Goods or solely relating to the provision of software services.

b) If the Services are either wholly or in part of a research and/or development nature, or form part of a research and/or development programme, the results of the work undertaken under the Contract will be given in good faith, but as with all development work, the certainty of achieving absolute results cannot be guaranteed.

c) Without prejudice to clause 16 a), the Purchaser shall provide Howden and all other persons duly authorised by Howden with full, safe and uninterrupted access, including remote access, to the Buyer's, systems, servers, facilities and the software as may reasonably be required for the purpose of performing the Services. Where the Services are to be performed at any of the Buyer's premises, the Buyer shall provide adequate working space, transportation, lift and office facilities (including telephone) for use by Howden employees and representatives and take reasonable care to ensure their health and safety.

d) The Buyer shall ensure that appropriate environmental conditions are maintained for the software and shall take all reasonable steps to ensure that the software is operated in a proper manner by the Buyer's employees.

e) The Buyer shall:

- undertake that it will comply with the end user terms of use of the software licensor in relation to the software required to perform the Services prior to the software being delivered to the Buyer;

- co-operate with Howden in performing the Services and provide any assistance or information as may reasonably be required by Howden, including in relation to the diagnosis of any faults;

- report faults promptly to Howden; and

- keep full backup copies of all of its data.

Any delays in the delivery of the Services due either to the Buyer's instructions or lack of instructions or to circumstances outside the control of or not reasonably foreseeable by Howden, Howden shall invoke an adjustment to the price if Howden's costs in providing the Services are thereby affected.

f) If the Buyer defaults on any payment or if circumstances arise making it probable that a future payment will not be paid when due, Howden may suspend Services and/or terminate the Contract on giving 10 days' notice to the Buyer in writing.

g) The Buyer shall not make any changes in the scope of the Services without obtaining Howden's prior written approval. Any such change shall invoke an adjustment to the price of the Services if the Howden's costs are thereby affected.

h) The appointment of Howden to provide the Services shall be deemed to have commenced from the time Howden began to perform any of the Services or the date of this Contract, whichever is the earlier.

i) The Buyer shall indemnify Howden against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against Howden as a result of the Buyer's breach of these terms contained in this clause 16 howsoever arising or any negligent or wrongful act of the Buyer, its officers, employees, contractors or agents.

17. WARRANTY – SERVICES

a) Howden warrants to the Buyer that:

i) the Services shall be performed:

- in accordance with all applicable laws and regulations;
- with all reasonable skill and care; and
- to the best of its knowledge and belief, the Services will not infringe the intellectual property rights of any third party;

ii) the Services shall under normal conditions operate according to the technical specification as stated in the Contract for a period of 12 months from when the Services are completed; and

iii) at the date of Contract, Howden has obtained and will maintain for the duration of the Contract term all permissions, licenses and consents necessary for Howden to perform the Services.

b) If, during the term of the Contract, Howden receives written notice from the Buyer of any breach by Howden of the representations and warranties contained in clause 17, Howden shall, at its own option and expense, remedy that breach within a reasonable period following receipt of such notice. The Buyer shall provide all information reasonably necessary to enable Howden to comply with its obligations under this clause 17.

18. LIABILITY FOR ACCIDENTS AND DAMAGE

Howden will indemnify the Buyer against damage or injury to any third party property or person, excluding the end-user, to the extent directly caused by the negligence of Howden, Howden's subcontractors or agents while working on site, but not otherwise by making good such damage to property or compensating personal injury.

19. INSURANCE

Howden will maintain the following insurance coverage: (1) Public and Products Liability with a limit of one million US Dollars ($1,000,000) in the aggregate; and (2) Employers' liability or Workers' compensation as required by applicable law. Howden shall have no other or further obligations related to insurance or coverage.

20. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent this limitation is prohibited by law:

a) Howden's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.

b) Howden shall not be liable to Buyer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon Contract, tort, strict liability in tort, negligence or indemnity.

This clause shall survive any termination, default, cancellation or any other discontinuance of this Contract.

21. NO HAZARDOUS SUBSTANCES

a) Howden warrants to the Buyer that no Hazardous Substance will be used or is contained in the manufacture and supply of the Goods.

b) For the purpose of the clause a "Hazardous Substance" is defined as asbestos or any material containing asbestos that is capable of causing harm to the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including man) supported by those media, and in the case of people, this includes offence caused to any of their senses or harm to their property.

22. INTELLECTUAL PROPERTY

a) Howden will indemnify the Buyer against any claim for infringement of software rights, copyright, letters patent, registered design or trade mark (published at the date of the Contract) by the use or sale of any article or material supplied by Howden to the Buyer and against all costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to Howden having followed a design, process or instruction furnished or given by the Buyer or to the use of such article or material in a manner or for a purpose or in a country not specified by or disclosed to Howden, or to any infringement which is due to the use of such software, article or material in association or combination with any other article or material not supplied by Howden. And provided also that this indemnity is conditional on the Buyer giving to Howden the earliest possible notice in writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting Howden at its own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Buyer warrants that any software, design or instruction furnished or given by the Buyer shall not cause Howden to infringe any copyright, letters patent, registered design or trade mark in the execution of the Contract.

b) Any software, specifications, drawings, manuals, information or particulars supplied with Howden's tender or under the Contract are supplied by Howden in confidence. They shall not be used by the Buyer except for the purposes of the Contract and for the proper use of the Goods and shall not be disclosed by the Buyer to any third party (except the Buyer's employees having a need to know for the aforesaid purposes) for any purpose whatsoever without Howden's agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Buyer or its employees.

c) All software, patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by Howden, or which arise under or in the course of Howden's performance of the Contract, are, shall be and shall remain Howden's absolute property and shall not be used or reproduced without Howden's consent in writing. Howden shall grant the Buyer a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods, with the exception of the software and embedded software sold which rights are described in article 23.

23. Software and embedded Software

i) Grant of License.

In the event that the Goods contain embedded software and for every sold software ("Intellectual Property"), Howden hereby grants to Buyer, a non-transferable, non-exclusive license ("License") to use solely, for so long as the Goods or software are owned by Buyer and its successors and permitted assigns (without any right to sublicense, make, make derivate work out of, alter, modify, improve, develop, upgrade, provide support and maintenance on, distribute, market, offer to distribute, or import), the Intellectual Property, and solely in relation to the exercise of the specific rights granted herein. Buyer shall not:

- make copies of the Intellectual Property;

- provide access to the Intellectual Property to anyone other than Buyer's employees, agents, contractors, or consultants who are bound with Buyer by terms to the same standard, as a minimum, of these terms and conditions contained herein;

- license, sublicense, distribute, pledge, lease, rent, assign, sell or commercially share the Intellectual Property or any of Buyer's rights herein;

- use the Intellectual Property for purposes of providing a service bureau, including, without limitation, providing third-party hosting, or third-party application integration or application provider-type services, or for any similar services;

- use the Intellectual Property in connection with any hazardous activity, or any other activity for which the Intellectual Property use, improper use or malfunctioning might result in serious property damage, death or serious bodily injury; or

- except as otherwise required by applicable law for the purposes of interoperability, modify, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on or otherwise attempt to decode the Intellectual Property source code or its related underlying ideas or algorithms.

ii) Ownership

Buyer acknowledges and agrees that, as between Howden and Buyer, Howden solely and exclusively owns all right, title and interest in and to the Intellectual Property. Buyer shall not contest, either directly or indirectly by assisting a third party, Howden's sole and exclusive rights, including ownership rights, in and to the Intellectual Property. Furthermore, Buyer shall not do or cause to be done anything inconsistent with such sole and exclusive ownership of Howden, including, without limitation, challenge the title or validity of the Intellectual Property. Except as expressly provided herein, nothing in these terms and conditions shall be deemed to confer upon Buyer any right, title or interest in any of the Intellectual Property.

iii) Protection of Intellectual Property Rights

Buyer shall promptly give notice of (1) any conduct which comes to its attention and which may infringe or constitute a conflicting use of the Intellectual Property and (2) any claim or assertion by any person, whether or not made in a legal action, that any of the Intellectual Property infringes any rights of a third party.

24. EXPORT CONTROL

The Buyer agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Howden products or technology ("Products") to any entity or to any country in breach of applicable export control and sanctions laws including but not limited to those of the US, the EU or member states of the EU (together "Export Control and Sanctions Rules") and the Buyer will not sell, resell, export, transfer, dispose or otherwise deal with the Products to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. The Buyer shall not put the Products in their entirety or in part to any use in connection with any prohibited or illicit end use including but not limited to use in nuclear, chemical or biological weapons or rocket or missile applications. Upon Howden's request, the Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by Howden to the authorities in connection with the export or supply of the Products. Failure by the Buyer to comply with the terms of this clause shall constitute a material breach of the Contract. Howden reserve the right to refuse to enter into or to perform any order, to cancel any order, or to void any warranty concerning the Products, if Howden determine, at its sole discretion, that the entry into such order or the performance of the transaction to which such order relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. Howden shall be excused from performance, and not be liable for damages or costs of any kind, including but not limited to liquidated damages and/or penalties for late delivery, for failure to deliver or delay in

delivering the Products, or for delay or refusal to repair or replace under any warranty, resulting from Howden's exercise of its rights pursuant to this clause.

25. FORCE MAJEURE

Neither party shall be liable in respect of its obligations and shall not be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, sanctions, accidental breakdown of plant or machinery, fire, flood, storm or epidemic ("Force Majeure").Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party.

26. LAW AND JURISDICTION

a) The Contract shall in all respects operate and be construed and governed by the laws (and exclusive forum) of the State of New York despite any conflicts of law.

b) All notices and other communications and dealings between the parties including legal proceedings shall be in the English Language. It is the express wish of the parties that the Contract and any related documents be drafted and executed in English.

c) If at any time, dispute or difference whatsoever shall arise between the Purchaser and Howden VentSim upon, in relation to or in connection with the Contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon or, failing agreement within thirty days (30) of the receipt of such notice, such question, dispute or difference shall be finally settled in accordance with the Arbitration Rules of

the International Chamber of Commerce (ICC) without recourse to the ordinary courts of law, arbitration to take place in New York. The number of arbitrators is one. The language of the arbitration proceedings is English.

d) The Uniform Law on the International Sale of Goods shall not apply to any Contract arising from any proposal placed under these conditions.

27. ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract.