

GENERAL TERMS AND CONDITIONS OF BUSINESS AND SALE of ITM Medical Isotopes GmbH

1 GENERAL

(1) The following General Terms and Conditions of Business and Sale constitute an integral part of the contractual agreements concluded with the Buyer for the goods sold and services rendered by us. Unless agreed otherwise, all offers, deliveries and services are based exclusively on these Terms and Conditions of Business.

(2) We do not recognize any terms of the Buyer conflicting with these Terms and Conditions, even if we do not expressly raise objections to such terms in specific cases.

(3) These Terms and Conditions of Business shall be part of any contractual agreements within the framework of existing business relations with the Buyer, even if we do not separately refer to their inclusion.

2 CONCLUSION AND CONTENT OF CONTRACT

(1) All our offers are without obligation and not binding. All contractual agreements pertaining to our goods and services and all ancillary agreements and subsequent changes are subject to our confirmation in writing to become valid. However, an order from the Buyer shall be deemed to have been accepted even in the absence of written confirmation, if we carry it out within an acceptance period of not more than 30 days.

(2) Specifications concerning the object or service to be supplied and the related graphical representations shall not be fully authoritative. The right to make changes customary in commerce and technical improvements is reserved provided that such changes or improvements do not impair the use for the purpose stated in the contract.

3 TERMS OF DELIVERY AND DISPATCH

(1) Unless specifically agreed otherwise, the times and dates of delivery of goods and performance of services shall be deemed to be only approximate.

(2) The delivery period shall commence on the date the order is confirmed by us, or, if the Buyer is obligated to pay in advance, the date payment is received from him. Without prejudice to our rights arising from the Buyer's default, the dates and periods of performance shall be extended by the time the Buyer fails to meet his commitments under contractual or statutory provisions.

(3) In cases of force majeure and in the event of other circumstances which could not be foreseen at the time the contract was concluded (e.g., operational breakdowns of any kind, difficulties in obtaining materials or energy or in obtaining deliveries from ITMs, delays in transport, strikes, measures taken by authorities), for which we are not responsible and which substantially hinder the delivery or render it impossible, we shall be entitled to withdraw from the contract, if the circumstances are not of temporary character. In the case of temporary circumstances, the dates and periods of delivery and performance shall be extended or prolonged by the duration of the circumstances plus a reasonable startup time. If, owing to the delay, the Buyer cannot be reasonably expected to accept the goods or services, he can withdraw from the order by making a declaration in writing to this effect and sending it to us without delay. No claims for damages shall be allowed in the cases mentioned in the foregoing. But in every case, we are obligated to notify the Buyer without delay of the unavailability of goods and services.

(4) Increased or decreased deliveries customary in trade are permissible if it is not apparent that a specific quantity matters. Partial deliveries are also permissible, each partial delivery being deemed to be a complete legal transaction.

(5) If the goods concerned are dispatched by us, then the risk shall pass to the buyer the moment the goods are transferred to the carrier, haulage contractor or other person charged with the execution of the dispatch. If the transfer or the dispatch is delayed due to circumstances which the Buyer is responsible for, the risk shall pass to the Buyer from the day the goods are ready for dispatch.

(6) If the goods concerned are dispatched by us, then we reserve the right to choose the route of dispatch and kind of carrier. The goods will be insured against damage in transit only if this is expressly specified by the Buyer; the costs shall be borne by the Buyer.

4 PRICES AND TERMS OF PAYMENT

(1) Pricing for the agreed goods and services shall be based on the relevant price lists as amended from time to time, unless Buyer-specific prices have been agreed. Additional or special services shall be billed separately.

(2) Our prices are quoted in EUR plus the statutory value-added tax as valid at the time concerned. Unless agreed otherwise, costs of packaging, transport and possible transport insurance are not included and will be invoiced separately.

(3) Unless agreed otherwise, payment shall be made without deduction within 30 days of the date of the invoice. If settlement is by bills of exchange or checks, payment shall be deemed to have been made when they are cashed.

(4) In case of default of payment by the Buyer, we are entitled to charge him an interest rate 8% above the reference rate. This does not exclude asserting claims for other damages.

(5) Moreover, notwithstanding Buyer's provisions to the contrary, we are entitled first to set off payments against the Buyer's older debts. The Buyer shall not be entitled to withhold payment on account of Buyer's counterclaims or to set it off against such counterclaims unless such counterclaims are uncontested or recognized by declaratory judgment.

(6) If, after concluding the contractual agreement with the Buyer, circumstances become known to us which tend to substantially undermine confidence in his willingness or ability to pay, we are entitled, notwithstanding agreements to the contrary, to make future deliveries and services contingent on advance payment or security.

5 WARRANTY

(1) The goods supplied by us shall be carefully inspected for obvious defects immediately after their arrival. The goods shall be deemed to have been accepted, unless we receive a written notice of defects within ten days of delivery. If, despite careful inspection, defects are not recognised, this period of notice shall apply from the time of discovery of the defects. Moreover, damage to the packaging and other obvious damage that occurred to the goods in transit shall be reported to the carrier, haulage contractor or other person charged with the execution of the dispatch at the moment the goods are delivered.

(2) At our request, goods found to be defective shall be returned to us carriage paid. The necessary freight return costs will be refunded by us if the notice of defect is justified.

(3) In case of defects, we are obligated to remedy them or to supply goods free from defects within a reasonable period of time, the choice being left to us. The Buyer shall not have the option of withdrawing from the order or reducing the purchase price until the removal of defects fails or does not take place within a reasonable period.

(4) All warranty claims shall become statute-barred after two weeks of the delivery of the goods.

6 LIABILITY

(1) In all cases involving slight negligence, we are exempt from any liability for damages, in particular from liability due to breaches of duty arising from the contractual relationship and from statutory provisions, unless injury to life, limb or health of persons is concerned. Similarly, this exemption from liability does not apply to cases of breach of a substantial contractual obligation, but such liability shall be limited to compensation for typical, predictable damage.

(2) The aforementioned limitation of liability shall not apply to cases of liability without fault which are governed by law. However, it does apply in equal measure to the personal liability of our statutory and vicarious agents.

7 RESERVATION OF TITLE

(1) We reserve the title to the goods until payment for them is made in full (reserved goods).

(2) If the Buyer defaults on his payments, we are entitled to bar the Buyer from using the reserved goods and to take them back at our discretion. Taking back the goods constitutes a withdrawal from the contract only if we expressly declare this to be the case. If we take back the goods, we are authorised to sell them, the net proceeds being set off against the accounts payable by the Buyer.

(3) If the Buyer is not in default, he is entitled to sell the reserved goods to third parties in the ordinary course of business. Already at this point, the Buyer assigns to us the claims he is entitled to from this sale to third parties, including any ancillary rights. The Buyer shall ensure that the claims resulting from this devolve upon us. Until further notice, the Buyer shall be entitled to collect the claims assigned to us in his own name and at his own expense. We are not entitled to revoke this authorisation so long as the Buyer meets his payment obligations arising from the business relationship. If conditions for revocation exist and if notice of revocation is given by us, then the Buyer shall be obligated to disclose the unpaid claims and their debtors, to obtain the information and documents necessary for collection and, without delay, to notify the debtor of the assignment.

(4) In the event of seizure of the reserved goods by third parties, particularly in the event of attachment, the Buyer shall indicate that it is our property and inform us forthwith.

8 CONCLUDING CLAUSES

(1) If individual provisions of the present Terms and Conditions of Business or parts thereof are or become null and void, this shall not affect the validity of the remaining portion or of the remaining provisions. It shall be deemed to have been agreed that in the place of the provision or part thereof that is null and void, that legally valid provision shall apply, which, in a legally permissible manner, comes as close as possible to the economic objective pursued with the provision that is null and void. The same applies mutatis mutandis, if the contract should prove incomplete.

9 REFERENCE TO LEGAL PROVISIONS

(1) The handling, purchase, sale, transport and cross-border delivery of radioactive substances are subject to certain legal provisions of the Federal Republic of Germany; they include, in particular, the Regulation on Protection from Ionising Radiation (*Verordnung über den Schutz vor Schäden durch ionisierende Strahlen (StrlSchV)*). Within the European Union, the delivery of radioactive substances between EU member states is subject to Council Regulation (Euratom) No. 1493/93 of 8 June 1993 on shipments of radioactive substances between Member States.

(2) The dispatch of radioactive substances is subject to regulations on the transport of hazardous substances applicable to the mode of transport concerned (GGVSee/ADR, IATA Dangerous Goods Regulations etc.)