1 GENERAL

These “General Business and Delivery Terms and Conditions of Eckert & Ziegler Isotope Products GmbH” (hereinafter referred to as “Terms and Conditions”) are a direct component of the contractual agreements concluded between the customer and our company. Our services, offers and other agreements are not part of the agreement even if we do not once again expressly make reference to their inclusion.

The following applies to existing agreements: The customer will be notified in writing of amendments to these Terms and Conditions. If the customer agrees to the amendments and with us agrees to amend the electronic communication channel within the framework of the business relationship, the amendments may also be communicated in this way, if the type of communication allows the customer to save or print out the amendments in a readable format. They are considered approved if the customer does not object to writing or in any other manner notified of the amendments.

Devising terms and conditions of the customer are hereby objected to; these are also not deemed to be accepted during execution of the agreement. Sentence 1 also applies to possible provisions on contractual penalty. Other agreements in amendments and supplementary agreements, only take effect if we expressly agree to such.

2 OFFERS/ORDERS

(1) Our offers are non-binding and subject to change unless otherwise indicated in the offer.

(2) Drawings and images, if any, included as part of the offer are to be regarded as approximate only unless otherwise designated as exact.

(3) We retain ownership of all offer documents. The offer documents may not be duplicated or accessed by third parties without our consent. Copyright and other rights to intellectual property remain unaffected.

(4) The agreement takes effect only upon written order confirmation by us.

If an order confirmation is not sent, the agreement takes effect upon delivery of the goods to the customer. The customer subject to all necessary import and/or export permits. The agreement only take effect if the customer presents the permit required for handling radioactive substances and/or the standard declaration from its competent body, as per EURadio No. 149393 for handling radioactive substances outside of Germany and within the EU. With regard to outside the EU, the agreement also only takes effect upon presentation of the required permit for handling radioactive substances pursuant to the country’s law. The permit must be submitted in German or English. Any costs related to the submission of the permit are borne by the customer.

As far as the order, and thus the production of the goods, is based on the customer’s request before the required permission and/or proof of the handling permit has been presented, the customer bears all risks associated with the agreement not being concluded as per § 2 (4).

If an increase in our production costs occurs between conclusion of the contract and delivery (e.g. due to increased material or salary costs, exchange rate changes for imported goods, tax increases, etc.), we are entitled to adjust the prices accordingly.

3 DELIVERY AND SHIPPING CONDITIONS

(1) Prices and delivery dates are to be regarded as approximate unless only such have been agreed upon in writing. With regard to the start date of deadlines for deliveries and services, the date of our order confirmation or the receipt of payment in cases where the customer is obliged to issue advance payment shall prevail. If fixed delivery dates are agreed upon, we hereby object to provisions of the customer regarding possible contractual penalties in the case of non-compliance with the delivery date.

(2) The customer must ensure that the acceptance of goods is performed by an authorized recipient according to the current valid legal provisions, including as per the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

(3) The delay in delivery is related to reasons that the customer is responsible for, delayed acceptance and transfer of performance risk takes effect as soon as we inform the customer that the shipment is ready for delivery. We are entitled to invoice the customer for all incurred costs, e.g. related to storage. Sentence 1 also applies if the delivery is delayed because of the necessary permission and/or proof of handling permit are not available.

(4) The customer is entitled to withdraw from the agreement pursuant to the statutory provisions only if we are responsible for the delay in delivery and our customer is not in compliance with its own obligations for partial deliveries. We also have the right to withdraw from the agreement according to Sentence 1 is excluded if the customer is only responsible for the delay in delivery, and we do not comply with this deadline. The right to withdraw from the agreement according to Sentence 1 is excluded if the customer is only responsible for the delay in delivery, and we do not comply with this deadline. The right to withdraw from the agreement according to Sentence 1 is excluded if the customer is only responsible for the delay in delivery, and we do not comply with this deadline.

(5) Excess or incorrect deliveries that are standard in the industry are permissible as far as a reasonable amount is not a reason to be returned. In such cases, the amount is also permissible to a reasonable extent. In this context, each partial delivery is considered an independent legal transaction.

(6) Upon conclusion of the contract, the customer commissions us with shipment and transport or transport on behalf of the customer. This does not apply if the customer objects in writing to the shipment/transport by us within one week of receipt of our order confirmation.

(7) The Incoterms 2010 agreed in the order confirmation apply. If the delivery is delayed for reasons that the customer is responsible for, the risk is transferred to the customer from the point at which the shipment is ready for dispatch.

(8) Packaging provided by us is to be used for shipping radioactive substances and other goods. We charge a usage fee if packaging on loan is used. The packaging provided by us, including as per the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), is to be returned free of carriage charges to the address stipulated by us. If the loan duration as per Sentence 2 is extended, a loan fee will be charged for each month or part thereof.

(9) Shipping takes place in accordance with the legal provisions regarding the transport of dangerous goods. We reserve the right to select the shipping route and mode of shipment. Incurred additional costs based on customer requests will be charged separately.

(2) Remuneration is to be paid within 14 days of the invoice date without deductions unless otherwise agreed.

(3) In the event of customer payment default, we are entitled to apply default interest at the statutory rate until payment has been made in full. The assertion of further claims for damages is hereby not excluded.

Regardless of the customer’s provisions stating otherwise, we are entitled to first apply payments to the customer’s earlier debts. The customer is only entitled to exercise its rights of retention or to offset if its counterclaim has been legally established by a court of law, is uncontested or is recognized by us in writing. The assertion of rights of retention that is not based on the same contractual relationship is excluded.

(5) The customer’s payment obligation does not lapse if the goods cannot be delivered for reasons that the customer is responsible for and that are not subject to § 3 (3). This applies particularly in the case that documents which provide evidence of the authorization of the customer or of a third party supplied by the customer to receive the goods were not submitted to us or were not submitted in full or within the deadline.

5 RETENTION OF TITLE

(1) We reserve the right to retain ownership of the goods (“Retained Goods”) until the purchase price has been paid in full even if the goods are to be built into equipment or are to be transferred (extended retention of title).

(2) In the event of customer payment default, we are entitled to prohibit the customer from using Retained Goods or to take them back. Taking back the goods represents a withdrawal from the agreement only if we expressly declare such in writing. Additional costs arising from taking back the goods will be invoiced to the customer. Additional costs within the meaning of Sentence 3 include costs related to verification of receipt, assessment or disposal.

Any processing of Retained Goods by the customer will be conducted exclusively on our behalf within any resulting obligation for us. Retained Goods also remain our property if they have been processed. Sentence 2 also applies to Retained Goods which have been processed into a new item.

(4) Retained Goods also include independent detachable installations or installations with special rights if Retained Goods are combined with items of the customer or of a third party. If Retained Goods are combined with items that do not belong to the customer, or if the special rights are lost, we acquire joint ownership of the new item proportionate to the value of Retained Goods to the other combined items at the time of combination.

(5) If the customer is not in default, the customer is entitled to sell Retained Goods within the framework of the business relationship. However, the customer assigns to us the claims to which it is entitled arising from the sale including all supplementary agreements. The customer is to ensure that the resulting claims are transferred to us. The customer is entitled to call in the surrender claims in its own name. The customer hereby assigns to us the claims to which it is entitled arising from the sale including all supplementary agreements. The customer is to ensure that the resulting claims are transferred to us.
(6) If a third party gains access to Retained Goods, in particular by means of seizure of assets, the customer will notify the third party of our ownership of Retained Goods and inform us without delay. The customer is not permitted to pledge or assign Retained Goods as security.

6 WARRANTY
(1) We guarantee that the goods delivered are free of material defects at the time of transfer of risk. The goods are free of material defects if they are of the contractual quality and properly inspected. This warranty is subject to an infringement of duty of care or an accident, or have been operated, maintained or inspected in a manner contrary to the operating instructions provided by us.

(2) Goods delivered are to be inspected with due care for obvious defects by the customer without delay upon receipt. The goods are deemed approved if we do not receive a written notification of defects within three (3) calendar days after receipt. If defects could not be detected despite diligent inspection, this deadline shall apply after the defect is detected. It is mandatory that damages to the packaging and other recognizable transport damages to the goods are reported to the carrier, freight forwarder or other person commissioned to perform the shipment at the time of delivery. Defects that are not obvious are to be reported in writing without delay upon appearance, at the latest, however, within one year of transfer of risk. § 377 of the German Commercial Code (HGB) also applies.

(3) Prior written consent is required for the return shipment, which takes place at the customer’s own risk and expense. The customer must give notice of an appropriate deadline agreed with us prior to shipping radioactive substances. The customer is obliged to ensure, that his declaration of the radioactive substances to be returned are in compliance with our acceptance criteria. For the purpose of Compliance with the relevant dangerous goods regulations the customer is solely responsible for the correct declaration of the radioactive substances to be returned – he is obliged to provide us in the conformity of the declaration the applicable law. The responsibility of the customer includes especially the correct classification of the radioactive substances, the legally admissible packaging and its labeling as well as the documentation compliant to the relevant dangerous goods regulations. The costs of force majeure, in particular include labor disputes, serious transportation disruptions or operational disruptions of any kind, difficulties in procuring materials, electricity, or deliveries from suppliers, governmental measures and natural disasters.

(4) Return shipments received by us without our prior written consent or without prior notification as per (3) will be returned to the sender’s expense. Alternatively, we can store the radioactive substances in a shipping warehouse at the customer’s expense. We are entitled to charge the customer a processing fee for the processing of the return shipment and for any necessary quality control checks.

(5) Suitable and authorized packaging must be used (preferably the packaging used by us for delivery) for returning radioactive substances. The customer may also request suitable packaging from us for the shipment and use this for shipping. We are entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by us in writing.

(6) The customer bears the costs and risks associated with the return shipment.

7 LIABILITY
(1) Our liability regarding claims for damages, in particular based on the infringement of obligations arising from this contractual relationship as well as on the basis of statutory provisions, is limited in cases of slight negligence to compensation for typical, foreseeable damage, as far as this does not result from a breach of essential obligations (essentially, obligations). The restriction is also not applicable to injury to life, limb or health of persons as well as to cases of strict no-fault liability as defined by law. The above-stated liability restriction applies to the same extent to the personal liability of our legal representatives and agents.

(2) Unless other limitation periods are mandatory under the law, the limitation period for liability claims against us is one (1) year, which commences upon the statutory start date of the limitation period.

8 SERVICES
(1) Services include work on customer’s own radioactive or inactive products and items, in particular installations or dismantling, repairs, integrity tests, refilling, cleaning, decontamination, storage, transportation and other contract work. The performance of these services on the third-party property is conducted at the customer’s own risk. Prices are calculated according to the cost of materials and time required, and will be contractually agreed upon. With regard to radioactive products, our measurement results are binding for the legal radioactive and emission obligations (essentially, obligations). The customer bears the costs and risks associated with the return shipment; the customer must ensure the conformity of the declaration with the applicable law.

(2) All sealed sources accepted for storage, assessment or processing will be inspected for the absence of contamination immediately after receipt. Repairs of leaks or damages to radioactive sources as well as adaption and refilling will only be performed by us on request. Loss of radioactive substances as a result of the condition of the radioactive source or which occur during adaption or repair work can be settled by us up to the amount stipulated in the order at the contractually agreed costs.

(3) Suitable and authorized packaging must be used (preferably the packaging used by us for delivery) for returning radioactive substances. The customer may also request suitable packaging from us for the shipment and use this for shipping. We are entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by us in writing.

(4) The costs of transport and return transport are borne by the customer. Sentence 1 does not apply in cases as per § 6 (5). At the request of the customer, insurance against loss and/or damage may be purchased for the transport as well as for the duration of the period in our plants.

9 RETURN SHIPMENTS
(1) Return shipments of radioactive substances can be conducted for the purpose of retrieval (including disposal, exploitation or recycling) or based on complaints. We only facilitate recycling for selected sources after provision of the associated certificate for the source. The sources must be sealed and free of contamination.

(2) Taking back sources as per (1) Sentence 1 is only possible for sources for which we or one of our legal predecessors are the distributing company. We are not obliged to take back sources. Sentence 2 does not apply to highly radioactive radiation sources. If country-specific statutory obligations to take back sources exist, Sentence 2 does not apply.

10 FORCE MAJEURE/CANCELLATION OF PERMITS
(1) In cases of force majeure or other hindrances that are not foreseeable at the conclusion of the agreement or for which we are not responsible, which significantly impede or make it impossible to render delivery and service, and in the event of the end of the agreement due to dissolution or termination, we are entitled to withdraw from the agreement without penalty. In the event of temporary hindrances, the deadlines and dates of deliveries and services are extended or postponed by the duration of the hindrance plus an appropriate lead time. Cases of force majeure particularly include labor disputes, serious transportation disruptions or operational disruptions of any kind, difficulties in procuring materials, electricity, or deliveries from suppliers, governmental measures and natural disasters.

(2) If the official permits which are required for the performance of our services are cancelled, we are entitled to revoke binding offers and withdraw from agreements without penalty.

11 DETERIORATION OF CUSTOMER’S FINANCIAL SITUATION
(1) If, after conclusion of the agreement, we become aware of circumstances that call the customer’s solvency into question particularly include repeated seizure of assets or other enforcement measures and the opening of insolvency proceedings.

12 FINAL PROVISIONS
(1) The place of jurisdiction for all disputes arising from the contractual relationship is the registered office of our company.

(2) Our legal transactions with the customer are subject exclusively to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(3) If individual provisions of these Terms and Conditions are or become ineffective in part or in whole, the effectiveness of the other provisions shall remain unaffected. A legally effective provision that comes as close as possible to the economic purpose intended by the ineffective provision as far as legally permissible shall be deemed agreed upon to replace the ineffective provision or ineffective part of the provision. This also applies in the event that the agreement is incomplete.

July 19, 2016