

## General terms and conditions for business and delivery for Gamma-Service Medical GmbH

### 1 GENERAL

(1) These general terms and conditions for business and delivery for Gamma-Service Medical GmbH (hereinafter the GTC) are an integral part of the contractual agreements between Gamma-Service Medical GmbH and its customers concerning deliveries and services. Unless otherwise agreed, all offers, deliveries and services are made based exclusively on the basis of the GTC. In the context of an existing business relationship with the customer, the GTC are part of the contract even if no express reference is made again to including them.

(2) The following apply to ongoing contracts: Modifications to these GTC will be provided to customers in writing (text form is sufficient). If the customer has agreed on an electronic communications channel as part of the business relationship, the modifications may also be provided that way if the type of transmission allows the customer to store the modifications in legible form or print them out. Modifications are considered approved if the customer does not object in writing or by using the agreed-on electronic channels. Specific reference will be made to this consequence when notification is made. The customer must send the objection to Gamma-Service Medical GmbH within six (6) weeks after notification of the modifications.

(3) Customer conditions that differ are hereby disclaimed; even if the contract is performed, they are not considered accepted. The first sentence also applies to any rules that might apply concerning contractual penalties. Other agreements, particularly warranties, modifications and side agreements, will only be effective if Gamma-Service Medical GmbH has explicitly stated its agreement to them in writing.

(4) Should a translation of the GTC into another language allow for an interpretation of the text that differs from the one in the German original, the current German version applies if there is a doubt.

### 2 OFFERS/ORDERS

(1) Offers from Gamma-Service Medical GmbH are always subject to change and non-binding unless the offer indicates otherwise.

(2) If there are any, drawings and illustrations that are part of the offer are only approximate unless explicitly indicated in the offer as binding. We reserve the right to make modifications of a normal commercial nature and those representing technical improvements if the use for the contractually intended purpose is not affected.

(3) All offer documents remain the property of Gamma-Service Medical GmbH and may not be reproduced or made accessible to third parties without written consent. This is without prejudice to copyright or other rights to intellectual property.

(4) No contract will be formed until there is written confirmation of the order. If no such confirmation is sent, the contract is formed when the goods and our invoice are delivered subject to all the permits needed for export and/or import. The contract will only be formed if the customer of Gamma-Service Medical GmbH has the necessary permit for handling radioactive materials and, if outside of Germany but within the EU, the standard statement under EU Regulation 1493/93. Even outside the EU, the permit needed under local law to handle radioactive materials must be presented for a contract to be formed. The permit must be provided in German or English. Any costs associated with provision of the permit will be borne by the customer.

(5) If the order, and thus the production of the goods, is done at the customer's request before the permissions and/or evidence of handling permit are present, the client will bear all the risks that are incurred if the contract is not formed under § 2 (4).

(6) Gamma-Service Medical GmbH will take back goods ordered by customers but not needed only after prior coordination and where there is express written consent. The costs for transporting the return delivery will be borne by the customer. Only articles in proper and/or sellable condition can be taken back. No special orders/custom manufacturing will be taken back. After an item has been returned, the customer will get a credit for the cost of the goods, less any transportation charges.

(7) If our manufacturing costs increase between entering into a contract and delivery (e.g., from increased material or wage costs, changes in rates of exchange for imported goods or increase in taxes), we are entitled to adjust the price accordingly. The same applies to fluctuations in the rate of exchange for imported goods.

### 3 DELIVERY AND SHIPMENT CONDITIONS

(1) Time frames and deadlines for deliveries and service are only approximate (not an absolute) unless they are agreed in writing. The date of our confirmation of the order, or receipt of payment if the customer has an obligation to pay in advance, is the relevant date for the beginning of the period for deliveries and services. If absolute delivery time periods have been agreed upon, any customer rules about any contractual penalties if the delivery deadline is not met are hereby disclaimed.

(2) The customer must ensure that the goods are accepted by an authorized recipient in accordance with current national and international provisions of law.

(3) If delivery is delayed due to reasons attributable to the customer, delay in acceptance and transfer of delivery risk will begin as soon as Gamma-Service Medical GmbH has informed the customer of its readiness to deliver. Gamma-Service Medical GmbH is entitled to charge the customer for costs incurred, such as for storage. In addition, Gamma-Service Medical GmbH reserves the right to adjust the price to current market price if there is a delay in delivery of over 12 months for which it is not responsible and to bill the

customer for the increased costs caused by the delay in delivery. The second sentence applies as well if the delivery is delayed because the permissions and/or evidence of a handling permit are not present.

(4) Under the law, the customer is only permitted to withdraw if the delay in the delivery is due to Gamma-Service Medical GmbH, the customer has set a reasonable deadline for delivery as provided by law and Gamma-Service Medical GmbH has not met this deadline. Withdrawal under the first sentence will not be possible if the customer is solely, or well in the majority, responsible for the circumstances that would entitle it to withdraw or if the circumstances occur during a period for which the customer is in delay of acceptance. In such cases, there are no entitlements to damage. In any event, Gamma-Service Medical GmbH is obligated to inform the customer immediately that the delivery and services are not available.

(5) Normal commercial additional or reduced deliveries are permitted if a specific amount is not recognizably at issue. Partial deliveries are also permitted to a reasonable extent. When this is done, every partial delivery is an independent legal transaction.

(6) When a contract is entered into, the customer is hiring Gamma-Service Medical GmbH to send or transport the goods for the customer. That does not apply if the customer objects in writing to us doing the shipment/transportation immediately after confirmation of the order. For sending, the delivery deadlines and periods refer to the time turned over to the freight forwarder, transporter or other third party entrusted with the transportation.

(7) The Incoterms 2010 agreed upon in the order confirmation apply. If the delivery is delayed due to circumstances for which the customer is responsible, the risk transfers to the customer when the goods are ready to be sent.

(8) The packaging materials made available by Gamma-Service Medical GmbH will be used for shipping radioactive materials and other goods. If lent packaging is used, Gamma-Service Medical GmbH will charge the customer a fee for its use. Within 30 days after being sent out, the lent packaging must be returned freight prepaid to the address provided by Gamma-Service Medical GmbH. If the rental deadline is extended under the second sentence, a lending fee per month begun will be charged. Returned packaging must be free of radioactive contamination. The customer is liable for all damage caused by improper handling or any decontamination expense from exterior contamination. Removal costs and additional costs caused by damage to the containers will be charged to the customer.

(9) Shipment will be made consistent with the rules in law about transportation of hazardous material. The selection of the shipment route and the type of shipping is at the general discretion of Gamma-Service Medical GmbH. Additional costs based on customer requests will be charged to the customer.

### 4 PRICES AND PAYMENT CONDITIONS

(1) The pricing for the deliveries and services agreed upon will be based on our price list valid at the time unless there are customer-specific price agreements. Our prices apply based on Incoterms 2010. Unless otherwise agreed, prices are ex works, not including insurance, plus the taxes applicable under the law. Unless otherwise agreed, services must be billed based on effort on the basis of the applicable hourly rate for Gamma-Service Medical GmbH. Travel time is considered work time and paid for by the customer at the hourly rate. Travel costs, overnight stays or out-of-pocket expenses are charged to the customer unless otherwise agreed. Costs for packaging, shipping, customs, transportation, insurance costs, import and export taxes and other taxes will be billed separately.

(2) Prices for sending service personnel are compiled from the flat rates indicated in the offer. For individual trips, the time for the return trip cannot be determined until after the trip has ended, and therefore it is listed on the original time documentation/service report only as an estimate. Unless otherwise agreed, an individual trip is computed from the Leipzig location to the customer's premises and is only considered a consolidated trip if an arrangement to that effect is made.

(3) Normal working hours are considered Monday to Friday. Work on Saturday, Sunday or holidays is considered overtime for which a surcharge is required and will be specially compensated and billed.

(4) Compensation will be due within 14 days of the date of the invoice without any deductions unless otherwise agreed.

(5) Gamma-Service Medical GmbH is authorized at any time, including as part of an ongoing business relationship, to make a delivery, either in whole or in part, only if prepaid. Gamma-Service Medical GmbH will make a reservation to that effect no later than the time of confirmation of the order.

(6) Gamma-Service Medical GmbH is authorized to assert interest on arrears in the amount provided by law until payment has been made in full if the customer is in arrears on payment. Doing so does not exclude assertion of damage extending beyond that.

(7) Gamma-Service Medical GmbH is authorized to apply payments from a customer to its oldest debts, even if the customer indicates otherwise. The customer will only be entitled to offset or withhold if its counterclaim has been made final and unappealable, is uncontested or has been recognized in writing by us. Assertion of withholding rights not relating to the same contractual relationship is not allowed.

(8) The customer's obligation to pay does not go away if the goods cannot be delivered for reasons due to the customer that do not fall under § 3 (3). That applies in particular to cases in which the documents that show the customer's authorization or that of a third party being supplied by the customer to receive the goods are not provided to us completely or on time.

## 5 RETENTION OF TITLE

(1) Gamma-Service Medical GmbH will retain title to the goods (goods subject to retention of title) until payment has been made in full, even if they are built into installations or passed on (expanded retention of title). That also applies to future deliveries even if Gamma-Service Medical GmbH does not make another explicit reference to it.

(2) If the customer is in arrears on payment, Gamma-Service Medical GmbH is authorized to prohibit the customer from using the goods subject to retention of title and, if applicable, take them back. Taking back goods only constitutes a withdrawal from the contract if Gamma-Service Medical GmbH explicitly says so in writing. Additional costs derived from the return will be charged to the customer. Additional costs within the meaning of the third sentence include, without being restricted to, the cost of inspecting incoming material, issuing expert opinions and disposal.

(3) If goods subject to retention of title are processed by the customer, it is agreed that processing is being done in the name of and for the account of Gamma-Service Medical GmbH as the manufacturer and that Gamma-Service Medical GmbH will acquire ownership directly or, if material of multiple owners is processed or the value of the processed item is greater than the value of the goods subject to retention of title, co-ownership of the newly-created item in the proportion of the value of the newly-created item represented by the value of the goods subject to retention of title. If Gamma-Service Medical GmbH is not to acquire ownership this way, the customer hereby transfers its future ownership or co-ownership to the newly-created item to Gamma-Service Medical GmbH as security.

(4) The goods subject to retention of title, even if tied to other items belonging to the customer or to third parties, are considered an independently removable unit or one subject to a special right. If the goods subject to retention of title are connected to other items not belonging to the client or if the ability to subject it to a special right is lost, Gamma-Service Medical GmbH will acquire co-ownership of the new item in the proportion of the value of the other connected items represented by the goods subject to retention of title at the time of the connection.

(5) If the customer is not in arrears with payment, it is authorized to sell the goods subject to retention of title to third parties as part of the normal course of business. However, the customer assigns all receivables due to it from the resale, including all side agreements, to Gamma-Service Medical GmbH. The customer must ensure that the receivables resulting therefrom are transferred to Gamma-Service Medical GmbH. Until revoked, the customer is authorized to collect the receivables assigned in its own name and for its own account. As long as the customer meets its payment obligations derived from the business relationship, Gamma-Service Medical GmbH will not be authorized to revoke this authorization. If the conditions for a revocation exist and one has been made, the customer is obligated to report unpaid receivables and the associated debtors, to get the information and documents needed for collection and to immediately inform the debtors of the assignment to Gamma-Service Medical GmbH.

(6) If third parties have access to the goods subject to retention of title, particularly in the case of pledging, the customer will note the ownership of Gamma-Service Medical GmbH and immediately inform Gamma-Service Medical GmbH. The customer is not authorized to pledge or transfer a security interest in the goods subject to retention of title.

(7) If the customer acts in breach of contract, particularly by failing to pay the purchase price due, Gamma-Service Medical GmbH is authorized to withdraw from the contract under the provisions of law and/or to demand the goods back due to the retention of title. A demand for surrender does not simultaneously include a declaration of withdrawal; instead Gamma-Service Medical GmbH is authorized to merely demand the surrender of the goods and reserve the right to withdraw. If the customer fails to pay the purchase price due, Gamma-Service Medical GmbH may only assert this right if the customer previously was given a reasonable deadline for payment without success or such deadline setting is unnecessary under the provisions of law.

## 6 WARRANTY

(1) Gamma-Service Medical GmbH warrants that the goods delivered are free of defects at the time of transfer of risk. The goods are free of defects if they have the characteristics agreed upon. If assembling the goods is up to Gamma-Service Medical GmbH, a defect also exists if the assembly is not done properly.

(2) There is no warranty for goods that are repaired or modified by persons other than Gamma-Service Medical GmbH authorized representatives, if the goods are the subject of improper usage, violation of duty of care or an accident, if they are operated, maintained or checked contrary to the usage instructions or rules provided by Gamma-Service Medical GmbH.

(3) Goods delivered must be carefully checked for obvious defects by the customer or by a third party it designates immediately after receipt. Goods are considered to have passed inspection if we do not receive a written notice of defects within seven (7) calendar days. If the defects were not recognizable in spite of careful inspection, this deadline applies after the defect is found. It is mandatory that damage to the packaging and other recognizable transportation damage to the goods be shown at the time of delivery to the freight forwarder, freight transporter or other person entrusted to ship it. Non-obvious defects must be pointed out immediately after they occur, but no later than within one year after transfer of risk. Section 377 HGB [German Commercial Code] also applies.

(4) If there are defects, Gamma-Service Medical GmbH is obligated to either remedy them or deliver goods free of defects, at its discretion, within a reasonable deadline. It is not until this follow-on performance is unsuccessful or

not provided within a reasonable deadline that the customer, at its discretion, may withdraw from the contract or reduce the purchase price.

(5) If Gamma-Service Medical GmbH so requests, the goods objected to must be returned freight prepaid and properly packed. If there are justified complaints of defects, Gamma-Service Medical GmbH will reimburse the necessary return shipment costs. Return shipments must be done in accordance with the provisions of law, particularly those of the law pertaining to hazardous materials and transportation.

(6) The customer is obligated to check the goods, particularly the settings/parameters, for proper settings for the use the customer intends. If Gamma-Service Medical GmbH changes the settings/parameters for the goods at the customer's request, that will be done at the customer's risk.

(7) All warranty entitlements become time-barred within a year after the goods have been delivered. This deadline does not apply to customer entitlements to damages derived from bodily injury or health injury to from intentional or grossly negligent breach of obligations by Gamma-Service Medical GmbH or its vicarious agents, which entitlements expire as indicated in the law.

## 7 LIABILITY

(1) Unless otherwise indicated in the GTC, Gamma-Service Medical GmbH is liable under the law for breach of its obligations, whether contractual or otherwise.

(2) Gamma-Service Medical GmbH is liable for damages — regardless of the legal grounds — as part of liability arising from fault in the event of intent or gross negligence. For simple negligence, unless a lesser degree of liability applies, Gamma-Service Medical GmbH is liable under the law only for damage resulting from loss of life, bodily injury or damage to health as well as for damage resulting from a non-minor breach of a significant contractual obligation (material contractual obligation). In the latter case, the liability is limited to reimbursement for typical foreseeable damage.

(3) These limitations on liability apply to the same extent to the benefit of bodies, legal representatives, employees and vicarious agents of Gamma-Service Medical GmbH.

(4) The limitations on liability do not apply if Gamma-Service Medical GmbH is maliciously silent about the defect, has assumed a warranty for the characteristics of the goods as an exception, or if the customer has entitlements under the Product Liability Act.

(5) Unless the law provides for other mandatory time-barring periods, the time-barring period for liability claims against Gamma-Service Medical GmbH is one (1) year from the beginning of the time-barring period in the law. Purchaser claims for damages and claims under the Product Liability Act become time barred after the time-barring deadlines in the law.

## 8 SERVICING

Servicing may be work on customer-owned radioactive or inactive irradiation equipment/devices and items, particularly installation and removal, repairs, maintenance work, swapping out components, taking measurements (electrical, dosimeter), software updates, transportation and other paid work. The execution of these works on the property of third parties is at the customer's risk. Prices are computed based on materials used and time spent and contractually agreed.

## 9 RETURN SHIPMENTS

(1) Return shipments of radioactive materials can be done for purposes of taking back (including, but not restricted to, disposal, reclamation or recycling) or due to complaints. Gamma-Service Medical GmbH arranges recycling only if requested for selected sources after the certificate belonging to the source is presented. The sources must be sealed and free of contamination.

(2) Taking back under the first sentence of Paragraph 1 is only possible for sources for which Gamma-Service Medical GmbH or its predecessor in law is the entity putting it into circulation. Gamma-Service Medical GmbH is not obligated to take anything back. The second sentence does not apply to highly radioactive sources of radiation. If there are country-specific obligations to take items back, the second sentence does not apply.

(3) Prior written consent of Gamma-Service Medical GmbH is required for return shipments. Return shipments are at the customer's risk and expense. The customer must announce shipment of radioactive materials with a reasonable advance period and coordinate with Gamma-Service Medical GmbH. The customer is solely responsible for making an accurate declaration of the radiation sources to be sent back that meets the acceptance conditions of Gamma-Service Medical GmbH in order to comply with the applicable regulations on hazardous materials. This responsibility includes, in particular, the obligation to properly classify the radiation sources to be shipped back in accordance with the law, to use permitted packaging and to label it and to provide the documentation in accordance with the applicable regulations on hazardous materials. The customer is liable for the accuracy and completeness of the statements made and for any damage resulting from incomplete or incorrect statements.

(4) Return shipments received without the written consent of Gamma-Service Medical GmbH or without prior notification by the customer under Paragraph 3 will be sent back carriage forward. Alternatively, Gamma-Service Medical GmbH may also store the radioactive materials in a freight forwarding warehouse at the customer's expense. The customer may be charged a processing fee for processing the return shipments or any quality control that may be required.

(5) Suitable approved packaging must be used for return shipments of

radioactive materials (preferably the packaging used for the delivery). Alternatively, the customer may order packaging suitable for the return shipment from Gamma-Service Medical GmbH and use it for shipping. Gamma-Service Medical GmbH is entitled to charge the customer lending fees for making suitable packaging available. The documentation of the suitability of the packaging must be provided by the customer and must be confirmed in writing by Gamma-Service Medical GmbH.

(6) The customer will bear the costs and risks for the return shipment.

#### **10 PACKAGING**

Packaging material is billed by Gamma-Service Medical GmbH at cost and not taken back unless there is an obligation under the law to take packaging material back.

#### **11 GOODS LENT/TEMPORARY TRANSFER OF PRODUCTS AND GOODS**

(1) Goods lent by Gamma-Service Medical GmbH must be treated with care. The borrower is liable for damage and loss, regardless of the circumstances leading to them.

(2) To the extent applicable, the goods will remain the property of Gamma-Service Medical GmbH under Section 5 of the GTC — reservation of title — until paid for in full.

#### **12 FORCE MAJEURE/LOSS OF PERMITS**

(1) In cases of force majeure or other hindrances that were not foreseeable at the time the contract was concluded, are not due to Gamma-Service Medical GmbH and substantially hamper delivery and service or make them impossible, Gamma-Service Medical GmbH is entitled to withdraw without compensation if the hindrance is not of a mere temporary duration. If there are hindrances of a temporary duration, the periods and deadlines for delivery and service will be extended/postponed by the period of the hindrance plus a reasonable start-up period. Force majeure includes in particular labor disputes, transportation delays, operating disruption of any type, difficulties in obtaining materials or power or delivery from suppliers, official actions and natural disasters.

(2) If the official permits needed for provision to Gamma-Service Medical GmbH are not available, Gamma-Service Medical GmbH is entitled to revoke binding offers and withdraw from contracts without compensation.

#### **13 DETERIORATION OF THE CUSTOMER'S ASSETS**

(1) If Gamma-Service Medical GmbH becomes aware of facts after the contract is entered into that put the customer's financial solvency in question, it is authorized to demand full payment or appropriate security prior to delivery or performance and to withdraw from the contract after setting a reasonable deadline for full payment or security.

(2) Facts that put the customer's financial solvency in question include, in particular, continued pledging or other mandatory execution measures on the customer's assets or an application to initiate or initiation of insolvency proceedings for the customer's assets.

#### **14 PRIVACY POLICY**

To conduct our business relationships, it is necessary that we process your personal data. We will use your data within Eckert & Ziegler AG for billing purposes and forward it to subcontractors for fulfilling the order. Please consult the Data Protection section on our website to find out about your rights and the responsible officials.

#### **15 FINAL PROVISIONS**

(1) Jurisdiction for all disputes arising from the contractual relationship is the registered office of Gamma-Service Medical GmbH.

(2) The legal relations between Gamma-Service Medical GmbH and the customer are governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.

(3) Should individual provisions of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In lieu of the invalid provision or the invalid part of the provision, the legally valid rule that legally is as close as possible to the economic purpose pursued by the invalid rule is considered agreed upon. The same applies mutatis mutandis if the contract contains gaps.