

General Terms of Delivery

1 Scope

These General Terms shall govern legal transactions between business enterprises, namely the delivery of commodities and, mutatis mutandis, the rendering of services. Software transactions are with precedence governed by the Software Conditions issued by the Austrian Electrical and Electronics Industry Association, assembly work by the Terms and Conditions for Assembly Work issued by the Austrian Power Current and Light Current Engineering Industry and/or (where applicable) the Terms and Conditions for the Assembly of Electrical Equipment used in Medicine issued by the Austrian Electrical and Electronics Industry.

On the one hand these general terms are subject to shipments which have been arranged directly from the company Canberra Packard Central Europe, on the other hand to supplies, which have been accomplished through one of our suppliers.

Any departure from the terms and conditions mentioned in item 1 paragraph 1 and 2 above shall be valid only if expressly accepted in writing by seller.

Deviating conditions of the buyer obligate us only, if they were accepted expressly by us and confirmed in writing.

These general terms of delivery and sales are considered as skeleton agreement also to all further legal transactions between the contract parts.

2 Submission of offers

Seller's offers shall be deemed offers with engagement. The contract only applies with sending of a written confirmation of order by us as closed.

Plans, sketches, cost estimates and other documents such as folders, catalogs, samples, presentations and the like remain our mental property.

Tender documents and project documentation must not be duplicated nor made available to third parties without the permission of seller. They may be claimed back at any time and shall be returned to seller immediately if the order is placed elsewhere.

3 Conclusion of contract

The contract shall be deemed concluded upon written confirmation by seller of an order received or upon dispatch of a delivery.

Particulars appearing in catalog, folders, etc. as well as any oral or written statements shall only be binding if seller makes express reference to them in the confirmation of the order.

Individual, special agreements through our representatives require our written confirmation.

Subsequent amendments of, or additions to the contract shall be subject to written confirmation.

During disregard of our conditions, in particular with delay of payment of the buyer, or with bankruptcy or settlement proceedings of the buyer we are entitled after our discretion:

- to suspend the execution of the orders totally or partly,
- to use the right to withdraw from the contract,
- to claim for damages.

4 Prices

Prices shall be quoted ex works or ex seller's warehouse excluding insurance, packing and packaging, loading, transport and turnover tax. Buyer shall be liable for any and all charges, taxes or other duties levied in respect of delivery. If the terms of delivery include transport to a destination designated by buyer, transport costs as well as the cost of any transport insurance desired by buyer shall be borne by the latter. Delivery does not, however, include unloading and subsequent handling. Packaging materials will be taken back only by express agreement.

Seller reserves the right to modify prices if the order placed is not in accordance with the offer submitted.

Prices are based on costs obtaining at the time of the first quotation and/or with conclusion of the sales contract determining costs and market prices. In the event that the costs have increased by the time of delivery, seller shall have the right to adjust prices accordingly.

In carrying out repair orders, seller shall provide all services deemed expedient and shall charge buyer for the same on the basis of the work input and/or expenditures required. The same holds for any services or additional services the expediency of which becomes apparent only as the repair order is executed. In such an event special notification of buyer shall not be required.

Expenses for estimates of costs of repair and maintenance or for expert valuations shall be invoiced to buyer.

5 Delivery

The commodity sold by us represents a getting debt. The dispatch of the commodity generally takes place unfreely, debited to and on danger of the buyer and after our choice, unless special instructions for dispatch with the buyer were agreed upon.

With feed by own vehicles or, if freight-free delivery is wished, the transport costs and/or freight displays are particularly charged for to the buyer.

We insure the transmissions only on special desire and at the expense of the buyer.

The period allowed for delivery shall commence at the latest of the following dates:

- the date of order confirmation by seller;
- the date of fulfillment by buyer of all the conditions, technical, commercial and other, for which he is responsible;
- the date of receipt by seller of a deposit or security due before delivery of the goods in question.

The dates of delivery indicated by us are noncommittal. We, Canberra Packard Central Europe GmbH, and/or any supplier, are always endeavor to keep the agreed upon dates of delivery and to become fair the desires of the customers.

Buyer shall obtain whatever licenses or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licenses or approvals is delayed for any reason the delivery period shall be extended accordingly.

Seller may carry out, and charge buyer for, partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed called off at the latest one year after the order was placed.

In case of unforeseeable circumstances or circumstances beyond the parties control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances, or we, Canberra Packard Central Europe GmbH, and/or the supplier, are entitled to withdraw from the sales contract totally or partly. Such circumstances include in particular armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, operating disturbances and other occurring manufacturing impairments, energy shortage and raw materials scarcity, labor disputes and default on performance by a major component supplier who is difficult to replace. Requirements for compensation are impossible in such cases. These aforementioned circumstances entitle also then to the extension of the time for delivery and/or to the whole or partial resignation from the sales contract, whether they affect seller or his subcontractor(s).

If a contractual penalty for default of delivery was agreed upon by contracting parties when the contract was concluded, it shall be executed as follows, and any deviations concerning individual items shall not affect the remaining provisions: Where delay in performance can be shown to have occurred solely through the fault of seller, buyer may claim for each completed week of delay an indemnity of at most one half of one per cent, a total of no more than 5%, however, of the value of that part of the goods to be delivered which cannot be used on account of seller's failure to deliver an essential part thereof, provided the buyer has suffered a damage to aforesaid extent. Assertion of rights of damages exceeding this extent is precluded.

6 Right of Ownership

The commodity remains up to the complete payment of the purchase price and all costs and expenses our property. In principle all sales of the products take place with right of ownership of the supplier up to the complete payment of the computed commodity. During that time the buyer is not entitled to pawn, or to sell the property, which is given to him on loan up to the complete payment.

When the buyer does not follow his obligations from the contract duly, then the vendor is at any time entitled to fetch its property back at expense of the buyer to whose publication the buyer commits itself.

Sales of the products without the right of ownership correspond to the exception and are valid only by means of express, written permission of the supplier. In the special case of sales with permission of the supplier, the requirements from the sale of the reservation commodity apply already now as at the suppliers retired. The buyer is obligated to insure the property commodity against fire and theft. With entrance of an accident he has to surrender its requirements against the insurance office to the suppliers. For the case of a seizure or other impairment of the vested title the buyer has to inform immediately the supplier.

7 Packing

The packing of the commodity takes place in a customary way, if special agreements were not made, debited to the buyer.

8 Passage of risk and place of performance

Enjoyment and risk shall pass to buyer at the time of departure of the goods ex works or ex warehouse regardless of the terms of quotation (such as carriage paid, C.I.F. etc.) agreed upon. This provision also includes the case of shipment being effected, organized and supervised by seller and the case of delivery being made in connection with assembly work to be undertaken by seller. The risk of services or any part thereof that may have been agreed upon shall pass to buyer at the time the services have been rendered.

The place of delivery for all obligations and for all our achievements, and for the returns is the seat of the enterprise (Canberra Packard Central Europe GmbH, A-2432 Schwadorf, Wienersiedlung 6).

Exclusive area of jurisdiction is likewise Schwechat. For the decision of all disputes developing from the contract, including litigations over the existence or non-existence, the court essentially responsible at the domicile of our enterprise in Schwechat is locally responsible. However we have the right to complain also at the general area of jurisdiction of the contracting party.

During supplies and other achievements, which are implemented directly and computed by the suppliers at the customers, place of delivery and area of jurisdiction are the location of the supplier.

9 Legislation

In principle the Austrian tangible right, excluding the referral rules, provides a basis for national and international business. Application of the “UN Convention on Contracts for the International Sale of Goods” is renounced.

With deliveries to foreign markets the Austrian right provides as basis, except it is replaced in written form by special, specific terms of delivery and payment during the placing of order and/or during the confirmation of order.

10 Arbitral jurisdiction

All disputes arising out of this contract or related to its violation, termination or nullity shall be finally settled under Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with these rules. Appropriate supplementary provisions:

- the number of arbitrators shall be ... (one or three)
- and/or: the substantive law of ... shall be applicable
- and/or: the language to be used in the Arbitral proceedings shall be ...

11 Payment

If no other terms of payment were agreed upon our calculations, and/or those by us assigned of the supplier, are purely net, without any deduction and free of charges, after invoice date promptly payable. Calculations for repair achievements are immediately due net after receipt for payment.

In the case of part settlements the individual part payments shall fall due upon receipt of the respective invoices. The same shall apply to amounts invoiced for additional deliveries or resulting from additional agreements beyond the scope of the original contract, irrespective of the terms of payment agreed upon for the principal delivery.

Payment shall be made without any discount free seller’s domicile in the agreed currency. A possible acceptance of checks or drafts is affected from case of business to case of business. A credit note takes place only under the usual reservation of the redemption. Drafts and checks shall be accepted on account of payment only, with all interest, fees and charges in connection therewith (such as collection and discounting charges) to be

borne by buyer.

Buyer shall not be entitled to withhold or offset payment on the grounds of not complete supply, any warranty or warranty claims, objections or other counterclaims.

Payment shall be deemed to have been effected on the date at which the amount in question is at seller's disposal.

If buyer fails to meet the terms of payment or any other obligation arising from this or other transactions, seller may without prejudice to his other rights

- suspend performance of his own obligations until payment have been made or other obligations fulfilled, and exercise his right to extend the period of delivery to a reasonable extent,
- call in debts arisen from this or any other transactions and charge default interest amounting to 1.25% per month plus turnover tax for these amounts beginning with the due dates, unless seller proves costs exceeding this. In any case seller has the right to invoice all expenses arising prior to a lawsuit, especially reminder charges and lawyer's fees.

The customer commits itself for the case of the delay, even with undeserved delay of payment, to replace the developing charges for reminding and for collection, as far as they have appropriate for appropriate prosecution necessarily and in relation to the demand. Beyond that all further damages, in particular, also the damage, which results from the fact that in consequence according to non-payment higher interest on possible credit accounts results on our part, to replace irrespectively from being blame for the delay of payment.

Discounts or bonuses are subject to complete payment in due time.

Seller retains title to all goods delivered by him until receipt of all amounts invoiced including interests and charges. Buyer herewith assigns his claim out of a resale of conditional commodities, even if they are processed, transformed or combined with other commodities, to seller to secure the latter's purchase money claim and he undertakes to make a corresponding entry in his books or on his invoices. Upon request buyer has to notify the assigned claim and the debtor thereof to seller, and to make all information and material required for his debt collection available and to notify the assignment to the third-party debtor. If the goods are attached or otherwise levied upon. Buyer shall draw attention to sellers title and immediately inform seller of the attachment or levy.

12 Warranty and acceptance of obligation to repair defects

Once the agreed terms of payment have been complied with, seller shall, subject to the conditions hereunder, remedy any defect existing at the time of acceptance of the article in question whether due to faulty design, material or manufacture that impairs the functioning of said article. From particulars appearing in catalogues, folders, promotional literature as well as warranty obligations may be deduced.

The purchaser always has to prove that the lack was ready present at the delivery time.

The commodity has to be examined immediately after the delivery. Determined lack, because of quantity and condition has to be given just as immediately, at the latest however within 3 days after the delivery under publication of kind and extend of the lack to the salesman well known. Covered lack is immediate after their discovery to censure. If a notice of defect is not raised in time, then the commodity is considered as authorized. The asserting of guarantee or requirements for compensation, as well as the right to mistake contestation due to lack, are impossible in these cases.

Unless special warranty periods operate for individual items the warranty period shall be 12 months. The warranty period starts with the date of the invoice. These conditions shall also apply to any goods supplied, or service rendered in respect of goods supplied, that are firmly attached to buildings or the ground. After repairs, which are made within our guarantee period by us, the guarantee period does not extend. The run of the guarantee period begins in principle with the time from the day of the first supply.

We can only give a warranty period of 12 months pro rata on counter tubes, other radiation detectors and x-ray tubes due to their technical condition.

The foregoing warranty obligations are conditional upon the buyer giving immediate notice in writing of any defects that have occurred. Buyer shall prove immediately the presence of a defect, in particular he shall make available immediately to seller all material and data in his possession. Upon receipt of such notice seller shall, in the case of a defect covered by the warranty under item 12 paragraph 1 above, have the option to replace the defective goods, to refurbish the parts concerned free of charge, or defective parts thereof or else to repair them on buyer's premises or have them returned for repair, or to accomplish a replacement ex factory or to grant a fair and reasonable price reduction.

Replacement or credit notes can be carried out only after perfect statement of our warranty and/or obligation to indemnify by exact investigation in the work. Large rights to transformation decrease or any kind of compensation are impossible.

In supplies from other manufacturers the guarantee conditions of the subcontractors apply likewise as agreed upon in extension of our conditions. Warranty replacement is carried out even if the subcontractor recognized it.

Any expenses incurred in connection with rectifying defects (e.g. expenses for assembly and disassembly, transport, waste disposal, travel and site-to-quarter time) shall be borne by buyer. For warranty work on buyer's premises buyer shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of seller.

If any article is manufactured by seller on the basis of design data, designs drawings, models or other specifications supplied by buyer, seller's warranty shall be restricted to non-compliance with buyers specifications.

Seller's warranty obligation shall not extend to any defects due to assembly and installation work not undertaken by seller, inadequate equipment, or due to non-compliance with installation requirements and operation conditions, overloading of parts in excess of the design values stipulated by seller, negligent or faulty handling or the use of inappropriate materials, nor for defects attributable to material supplied by buyer and nor by similar effects. Nor shall seller be liable for damage due to acts of third parties, atmospheric discharges excess voltage and chemical influences. The warranty does not cover the replacement of parts subject to natural wear and tear. Seller accepts no warranty for sale of used goods.

The warranty shall lapse immediately if, without written consent of seller, buyer himself or a third party not expressly authorized undertakes modifications or repairs or any items delivered.

Claims acc. to § 933b ABGB are struck by the statute of limitation with lapse of the period mentioned under item 12 paragraph 4.

The provisions of item 12 paragraph 1 to 13 shall apply, *mutatis mutandis*, to all cases where the obligation to repair defects has to be accepted for other reasons lay down by law.

13 Withdrawal from contract

Buyer may withdraw from the contract only in the event of delays caused by gross negligence on the part of seller and only after a reasonable period of grace has elapsed. Withdrawal from contract shall be notified in writing by registered mail.

Irrespective of his other rights seller shall be entitled to withdraw from the contract

- if the execution of delivery or the inception or continuation of services to be rendered under the contract is made impossible for reasons within the responsibility of buyer and if the delay is extended beyond a reasonable period of grace allowed;
- if doubts have arisen as to buyer's creditworthiness and if same fails, on seller's request, to make an advance payment or to provide adequate security prior to delivery, or
- if, for reasons mentioned in 5.8, the period allowed for delivery is extended by more than half of the period originally agreed or by at least 6 months.

For the reasons given above withdrawal from the contract shall also be possible in respect of any outstanding part of the delivery or service contracted for.

If bankruptcy proceedings are instituted against any contracting party or an application for bankruptcy proceedings against that party is not granted for insufficiency of assets, the other party may withdraw from the contract without allowing a period of grace.

Without prejudice to seller's claim for damages including expenses arising prior to a lawsuit, upon withdrawal from contract any open accounts in respect of deliveries made or services rendered in whole or in part shall be settled according to contract. This provision also covers deliveries or services not yet accepted by buyer as well as any preparatory acts performed by seller. Seller shall, however, have the option alternatively to require the restitution of articles already delivered.

Withdrawal from contract shall have no consequences other than those stipulated above.

14 Disposal of waste electrical and electronic equipment

The buyer of electrical/electronic equipment for commercial purposes, incorporated in Austria, is responsible for the financing of the collection and treatment of waste electrical and electronic equipment as defined by the Ordinance Regulating the Handling of Waste Electrical Equipment, if he is himself user of the electrical/electronic equipment. If the buyer is not the end user, he shall transfer the full financial commitment to his customer by agreement and furnish proof thereof to the seller.

The buyer incorporated in Austria shall ensure that the seller is provided with all information necessary to meet the seller's obligations as manufacturer/importer, particularly

according to §§ 11 and 24 of the Ordinance Regulating the Handling of Waste Electrical Equipment and the Waste Management Act.

The buyer incorporated in Austria is liable vis-à-vis the seller for any damage and other financial disadvantages incurred by seller due to buyer's failure to meet or fully meet his financing commitment or any other obligations according to Article 10. The buyer shall bear the burden of proof of performance of his obligation.

15 Seller's liability

Outside the scope of the Product Liability Act, seller shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. Seller shall not be liable for damage due to acts of ordinary negligence nor for consequential damages or damages for economic losses, loss of savings or interest or damage resulting from third-party claims against buyer.

We do not take over adhesion for damages to persons or things, due to that supplied devices or accessories in the enterprise of the buyer have become defective. This regulation applies in particular to radioactive preparations, for which we do not take over adhesion for damages at persons or things, which have resulted from inappropriate handling or storage.

Seller shall not be liable for damages in case of non-compliance with instructions for assembly, commissioning and cooperation (such as are contained in instructions for assembly, commissioning and operation (such as are contained in instructions for use) or non-compliance with licensing requirements.

Claims that exceed the contractual penalties that were agreed on are excluded from the respective title.

16 Product liability

Possible demands for recourse, which contracting parties or third, claims against us from the title "product liability iSd PHG", are impossible, unless, the recourse-entitled prove the fact that the error will be caused in our sphere and at least roughly negligently.

17 Assertion of Claims

All claims to which buyer is entitled must be asserted in court within three years from passage of risk as specified under item 8, unless shorter limits of time are prescribed by

law, otherwise claims shall become forfeited.

18 Radioactive sources

Radioactive sources of all kinds get packed under commercial and regulations standards, by us Canberra Packard Central Europe GmbH, and/or our suppliers. The radioactive sources will be delivered with a particular labeling.

We are not responsible for damage at persons or things at the buyer's premises, which results from inappropriate handling or storage.

The buyer is responsible for the acquisition of the necessary documents and permission for handling radioactive sources.

19 Industrial property rights and copyrights

Buyer shall indemnify seller and hold him harmless against any claims for any infringement of industrial property rights raised against him if seller manufactures an article pursuant to any design data, design drawings, models or other specifications made available to him by buyer.

Design documents such as plans and drawings and other technical specifications as well as samples, catalogues, prospectuses, pictures and the like shall remain the intellectual property of seller and are subject to the relevant statutory provisions governing reproduction, imitation, competition etc. The provisions of item 8 paragraph 2 and 3 shall also cover design documents.

At any time all documents stated above can be demanded back by us and are immediately without being asked to be reset, if the contract does not accomplish.

In all other respects our contracting party commits to secure the knowledge from the business relation happened against other persons.

20 Final clauses

The client is obligated to communicate to the contractor changes of its living and/or business address as long as the contractual legal transaction is not mutually completely fulfilled. If the report is omitted, then the explanations are considered also then as happened, if they were sent to the last communicated address.

The client gives his agreement that the personal data of the contract can be stored and processed by the contractor supported by automation.

Should individual provisions of the contract or of these provisions be invalid the validity of the other provisions shall not be affected. The invalid provision shall be replaced by a valid one, which comes as close to the target goal as possible.

This General Terms of Delivery from Canberra Packard Central Europe GmbH replace all earlier agreements between the contracting parties.