

# General Terms of Delivery

## 1. Scope

These general terms apply to legal transactions between companies, namely the delivery of commodities and, analogously, the rendering of services. Software transactions are with precedence governed by the Software Conditions issued by the Austrian Electrical and Electronic 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 Electronic Industry.

The general terms and conditions of sale and delivery are subject to both, deliveries that are directly arranged by the company Canberra Packard Central Europe GmbH (CPCE), as well as deliveries, which have been accomplished through one of our suppliers.

Deviations from the terms and conditions mentioned in item 1 paragraph 1 and 2 above shall be valid only if expressly accepted in writing by the 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 applied as framework agreement also to all further legal transactions between the contracting parties.

## 2. Submission of Offers

Offers made by the seller are non-binding. The contract is only valid upon dispatch of a written order confirmation by us as closed.

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

All tender documents and project documentation must not be duplicated nor made available to third parties without the permission of the seller. They can be reclaimed at any time and shall be returned to the seller immediately if the order is placed otherwise.

Buyer shall not be entitled to withhold or offset payments due to incomplete delivery, guarantee or warranty claims, complaints or other counterclaims.

### 3. Conclusion of Contract

The contract shall be deemed concluded upon dispatch of a written order confirmation or of a delivery after receipt of an order.

Information given in catalogues, folders, etc. as well as any oral or written statements shall only be binding if the seller makes expressly reference to them in the order confirmation.

Alterations, modifications, subsequent amendments or any other agreements require written confirmation.

In the event of non-compliance with our terms and conditions, in particular in the event of late payment by the buyer, or bankruptcy or settlement proceedings of the buyer we are entitled after our discretion:

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

### 4. Prices

Prices apply to ex-works or ex seller's warehouses excluding packing, insurance, transport, loading and sales tax. Buyer shall be liable for 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 the cost of any transport insurance desired by the buyer shall be borne by the latter. Delivery does not include unloading and subsequent handling. The packaging will only be taken back if expressly agreed.

If an order deviates from the overall offer, the seller reserves the right to change the price accordingly.

Prices are based on the relevant costs and market prices at the time the offer was submitted or upon conclusion of the purchase contract. In the case the cost increased by the time of delivery, the seller is entitled to adjust the 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. This also applies to any service or additional services, the expediency of which

becomes apparent only during the execution of the repair order, whereby no special notification to the buyer is required.

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

## 5. Delivery

Unless otherwise agreed, the delivery of the goods is considered sold EXW acc. INCOTERMS 2010.

In the case of services, the place of performance is the one specified in the written order confirmation and secondary where the service is actually performed by the seller. The risk for a service or an agreed partial services passes to the buyer when it is rendered.

We only insure the shipments at the special request of the buyer and his expenses.

The period allowed for delivery shall commence generally 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 on which the seller receives a deposit or security to be paid before delivery of the goods.

The dates of delivery indicated by us are non-binding. We, CPCE, and/or any supplier, always endeavor to meet the agreed upon dates of delivery and meet the desires of the customers.

Official and for the execution (establishment) of facilities necessary licenses which are issued by third parties have to be obtained by the buyer. If such licenses are not issued in time it will extend the delivery time accordingly.

The seller is entitled to make partial or additional deliveries and charge them. Seller may carry out, and charge buyer for, partial or advance deliveries. If delivery on call is agreed, the goods shall be deemed called 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 delivery time, we, CPCE, and/or the supplier, are entitled to extend the delivery times appropriately in any case for the duration of these circumstances or to withdraw from the sales contract totally or partially. Such circumstances include in particular armed conflicts, official interventions and prohibitions, delayed transport and customs

clearance, transport damages, lack of energy and raw materials, industrial disputes, quarantine, pandemic, war, civil war-like, operational and other manufacturing disruptions, as well as failure of major supplier which is difficult to replace. Claims for damages are excluded in such cases. These aforementioned circumstances also entitle to the extension of the time for delivery and/or to the whole or partial resignation from the sales contract, whether they affect the seller or his subcontractor(s).

If a contractual penalty for late 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:

A demonstrable delay in the fulfillment caused solely by the seller's fault entitles the buyer to a contractual penalty of a maximum of 0.5% for each completed week of the delayed part, in total, however, a maximum of 5% of the value of the part not delivered in time and that cannot be used due to the late delivery of the substantial part, but only if the buyer suffers a damage of this amount. Further claims from the title of the delay are excluded.

If acceptance has been agreed, the goods are considered to have been fully accepted at the latest when they are used in the course of the business. The seller has the right to use subcontractors for all deliveries and service components.

## 6. Right of Ownership

The commodity remains up to the complete payment of the purchase price and all costs and expenses our property. This means that every sale of the supplier's products is subject to the retention of title until the invoiced goods have been paid in full.

Until full payment of the property by the buyer, which is available for him on loan, the buyer is not entitled to sell, pledge or assign as security the property.

If the buyer does not properly fulfill his obligations from the contract, the seller is at any time entitled to reclaim its property back at the buyer's expense which the buyer undertakes to surrender.

Sales of the products without the right of ownership correspond to the exception and are valid only in the case of the explicit and, written permission of the supplier. In the special case of sales with permission of the supplier, the requirements from the disposal of the reserved goods apply by now as assigned to the supplier. The buyer is obliged to insure the property commodity against fire and theft. Upon occurrence of an accident he has to assign his claims against the insurance to the supplier. In the case of an execution or any other impairment of the title retention, the buyer has to inform the supplier immediately.

## 7. Packing

The goods are packed in the customary manner, unless special agreements have been made at the expense of the buyer.

## 8. Transfer of Risk, Place of Performance and Jurisdiction Clause

Use and risk shall pass to buyer at the time of departure of the goods ex works or ex warehouse except as otherwise regulated in the contract and agreed by both contracting parties to the agreed delivery terms. This also applies if the delivery is part of an assembly. The risk of services or any part thereof that may have been agreed upon shall pass to the buyer at the time the services have been rendered.

The place of performance for all obligations and for all our services, and considerations is the domicile of the enterprise (Canberra Packard Central Europe GmbH, A-2432 Schwadorf, Wienersiedlung 6) unless modified by both contracting parties in writing.

Exclusive area of jurisdiction is Schwechat. For the decision of all disputes arising from the contract, including litigations over the existence or nonexistence, the responsible court at our company's registered office is locally responsible in Schwechat. However we have the right to sue also at the general place of jurisdiction of the contractual partner.

For deliveries and other services that are carried out and calculated by the supplier directly to the customer, the place of performance is the domicile of the supplier.

## 9. Legislation

In principle, Austrian substantive law serves as the basis for national and international business, to the conclusion of the referral standards.

The contract is subject to Austrian law. Vienna is the agreed place of jurisdiction for customers based in the European Union or an EFTA state. All disputes arising from or in connection with contracts with customers based outside the European Union or an EFTA state will be finally decided by the arbitration rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these regulations. The place of arbitration is Vienna. In both cases, however, the contractor reserves the right to sue his claims at the customer's ordinary place of jurisdiction.

## 10. Arbitral Jurisdiction

All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The emergency arbitrator provisions shall not apply.

All disputes arising out of this contract are finally decided by the permanent arbitral tribunal of the Chamber of Commerce in Vienna by an arbitrator or an arbitration panel under the arbitration rules applicable to the same.

All disputes arising from this contract or referring to its breach, annulment or disintegration 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.

Possible additions to the arbitration agreements:

- 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 invoices, and/or those by unassigned suppliers, there are purely net, without any deduction and exempt from charges, after invoice date promptly payable. Invoices for repair services without any deductions and exempt from charges, are immediately due net after receipt for payment.

Our customer agrees that invoices can also be created and transmitted to him electronically.

In the case of partial payments the corresponding individual partial payments are due upon receipt of the respective invoices. This also applies 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.

As far as the customer has to make his payment obligation in partial amounts, it is agreed that in the event that the payment is not made in time, even a single installment, all outstanding partial services will be due immediately without setting a further grace period.

Payment shall be made without any deduction free paying agent in the agreed currency. Any other payment processing can be contractually agreed and will then replace the bank transfer. A credit note takes place only under the usual reservation of the redemption. All expenses and interest (like e.g. collection and discount charges) related thereto shall be borne by the customer.

Payment is only deemed to have been made in time if the amount was received on the due date respectively credited to our account.

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,
- Make all outstanding claims from this or other transactions due and charge interest on arrears on the of 1.25% per month from the respective due date, unless the seller can prove additional costs. In any case the seller is entitled to invoice pre-litigation costs, in particular reminder fees and attorney's fees.

The customer undertakes for the case of the delay, even in case of undue delay in payment, to replace the costs of reminders and collection incurred by us, insofar as they are necessary for appropriate legal action and proportionate to the claim. Beyond that all further damages are to be replaced irrespectively of the guiltiness of the late payment, particularly also the damage, which results from the fact that in consequence according to non-payment higher interest on possible credit accounts incurred on our part.

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 interest and charges. The buyer hereby assigns his claim, from a resale of reserved goods, to the seller in order to secure the purchase price claim even if it has been processed, transformed or mixed with other commodities and undertakes to make a corresponding note in his books or on his invoices. Upon request the buyer has to announce the assigned claim and the debtor itself to the seller, and to make all information and material required for his debt collection available and to notify the third-party debtor of the assignment. In the case of execution or other claims, the buyer is obliged to inform and notify the seller immediately.

## 12. Warranty and Becoming of Material Defects

Once the agreed terms of payment are observed, the seller shall, in accordance with the following conditions, remedy any functional defect that affects the functionality and exists at the time of transfer of risk of the article in question, which is due to an error in

the design, the material or the execution. No warranty claims can be derived from catalogs, brochures, promotional literature written or oral changes which have not been included in the contract.

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

The goods have to be examined immediately after delivery. Defects ascertained in the process, because quantity and quality have to be reported to the seller immediately, but at the latest within 10 working days after delivery, stating the type and extent of the defect hidden material defects have to be reported immediately after their discovery. If a notice of defects is not or not raised in time, the goods are considered as approved. The assertion of guarantee or compensation claims, as well as the right to contest errors due to material defects, are excluded in these cases. The warranty period is for all items delivered by us or by a supplier ordered by us, 12 months from the invoice date, unless special warranty periods have been operated for individual items. 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 land. After repairs, which are carried out by us within our warranty period, the guarantee period will not be extended. The warranty period begins on the day of the first delivery.

Due to their technical nature, counter tubes and other radiation detectors can only be guaranteed for 12 months pro rata.

The warranty claim presupposes that the buyer has notified the material defects immediately in writing. The buyer must promptly prove the existence of the material defect, in particular to make the documents and data available to the seller available to him. In the event of material defect that is subject to warranty according to point 12 paragraph 1, the seller has the choice of repairing the defective goods or the defective part at the place of performance, repairing the affected parts free of charge, or having them shipped free of charge for the purpose of repair, to carry out a replacement delivery ex works, or make a reasonable price reduction. The seller must be given the opportunity to remedy the defect within a reasonable period. .

Replacement deliveries or credit notes can be made after a precise determination of our guarantee or replacement obligation through a precise examination in the factory. Further rights to change, reduction or compensation of any kind are excluded.

In case of deliveries from other manufacturers the guarantee conditions of the subcontractors in addition to our conditions also apply as agreed. Warranty replacement will only be done if the subcontractor accepts it.

Any additional costs incurred in connection with the rectification of material costs (e.g. expenses for assembly and disassembly, transport, waste disposal, travel and travel time) are borne by the buyer. For warranty work on buyer's premises, the buyer shall

make available free of charge any assistant, hoisting device, gantry and incidentals that may be required. Replaced parts become the property of the seller.

If any article is manufactured by seller based on design data, designs drawings, models or other specifications of the buyer, seller's liability shall be restricted (or extended) only on the execution in accordance with these conditions.

The warranty excludes defects that result from the instruction and assembly and installation work not carried out by seller, inadequate equipment, inobservance of installation requirements and operation conditions, overstressing of parts in excess of the design values stipulated by seller, negligent or incorrect handling and use of inappropriate materials, or caused by similar effects: this also applies to defects attributable to material supplied by buyer. The seller is also not liable for damage due to acts of third parties, atmospheric discharges, overvoltage and chemical influences. The warranty does not apply to the replacement of parts subject to natural wear and tear. The seller assumes no warranty for sale of used goods.

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

Claims acc. to § 933b ABGB become time-barred in any case with the expiry of the period mentioned under item 12 paragraph 4.

Claims for material defects do not exist if there is only an insignificant deviation from the agreed quality, if there is only an insignificant impairment of usability, in case of natural wear and tear or damages arising after the transfer of risk as a result of incorrect or negligent handling, excessive demand, inappropriate equipment, defective construction work, unsuitable building ground or due to special external influences which are not required by the contract, as well as non-reproducible software errors.

Claims for compensation by the buyer due to a material defect are excluded. This does not apply in the event of fraudulent concealment of the defect, non-compliance with a quality guarantee, injury to life, limb or health and in the event of an intentional or grossly negligent breach of duty by the seller. A change of the burden of proof to the detriment of the buyer is not connected with the above regulations. Further or other claims by the buyer due to a material defect are excluded.

The buyer may not refuse to accept deliveries due to minor defects.

The provisions of item 12 paragraph 1 to 13 apply, mutatis mutandis, to any liability for material defects for other legal reasons.

## 13. Withdrawal from Contract

The prerequisite for the withdrawal of the buyer from the contract is, unless a more specific regulation was made, a delay in delivery due to gross negligence on the part of the seller as well as the unsuccessful expiry of a set, reasonable period of grace. The withdrawal from the contract must be made in written by registered mail or a color scan by email (both must be legally signed and stamped with the company seal).

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

- if the execution of delivery or the inception or continuation of services is impossible for reasons for which the buyer is responsible or is further delayed despite setting a reasonable period of grace,
- if doubts have arisen as to buyer's solvency and the buyer does not make an advance payment at the request of the seller, nor the buyer provides adequate security prior to delivery, or
- if, for reasons mentioned in point 5, paragraph 8, the extension of the delivery time is more than half of the originally agreed delivery period but 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.

If bankruptcy proceedings are instituted against the assets of any contracting party or an application to initiate bankruptcy proceedings due to a lack of sufficient assets is rejected, the other party is entitled, with setting a period of grace, to withdraw from the contract.

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

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

## 14. Disposal of Waste Electrical and Electronic Equipment

The buyer of electrical/electronic equipment for commercial purposes, incorporated in

Austria, has assumed the obligation to finance the collection and treatment of waste electrical and electronic equipment within the meaning of the Electrical Appliances Regulation, in the case that it itself is the user of the electrical/electronic equipment. If the buyer is not the end user, he must transfer the full financial obligation to his customers by agreement and furnish proof thereof to the seller.

The buyer incorporated in Austria has to 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 Electrical Appliance Regulation and the Waste Management Act.

The buyer incorporated in Austria is liable to the seller for all 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. Liability for slight negligence, compensation for consequential and pecuniary damage, savings not achieved, loss of interest and damage from third party claims against the buyer are excluded..

We are not liable for damages to persons or things that may arise from the fact that delivered devices or accessories become defective. This regulation applies in particular to radioactive preparations, for which we accept no liability for consequential damages at persons or things, which have resulted from inappropriate handling or storage.

Seller shall not be liable for damages and excludes any compensation in case of non-compliance with any instructions for assembly, commissioning and use (such as those contained in instructions manuals) or non-compliance with licensing requirements.

As far as legally permissible compensation is limited to damage that occurs to the goods themselves, the amount is limited to 50% of the contract amount, and in any case completely excluded for indirect damage such as loss of earnings and consequential damage.

If contractual penalties have been agreed, further claims from the respective title are excluded.

## 16. Product Liability

Claims for recourse against us by contractual partners or thirds parties under the title "product liability iSd PHG", are excluded, unless, the person entitled to recourse proves that the error was caused in our sphere and at least grossly negligently.

## 17. Assertion of Claims

If, in individual cases, not separately agreed or statutory regulations provide for shorter deadlines, all claims of the buyer in the event of any other loss or entitlement must be asserted in court within 3 years from the transfer of risk.

## 18. Radioactive Preparations

Radioactive preparations of all kinds are supplied by us, Canberra Packard , as is customary in the trade, packed according to the regulations and specially marked and labeled.

We are not liable 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. The required permissions are to be presented to the seller on request. If the buyer cannot provide all the necessary documents in good time, the delivery time will be extended accordingly and no claims for damages or penalties due to delivery delays can be asserted.

## 19. Industrial Property Rights and Copyrights

Buyer must indemnify the seller and hold him harmless against any claims for any infringement of industrial property rights raised against him if the seller manufactures an article based on any design data, design drawings, models or other specifications of the buyer.

Design documents such as plans, drawings and other technical specifications as well as samples, catalogues, brochures, illustrations and the like shall remain the intellectual property of the seller and are subject to the relevant statutory regulations regarding reproduction, imitation, competition etc.. Point 2 paragraph 2 and 3 also apply to the execution documents.

At any time all documents stated above can be reclaimed back by us and must be returned to us without being asked, if the contract is not concluded.

In all other respects our contracting party commits to keep secrecy of the knowledge from the business relation gained toward third parties.

## 20. Reservation Clause

The fulfillment of the contract by the seller is subject to the condition that there are no obstacles due to national or international (re)export regulations, in particular no embargoes and/or other sanctions.

## 21. Compliance with export regulations

If the goods delivered by the seller and the associated documentation are passed on, regardless of the manner in which they are made available or the services provided by the seller, including technical support of any kind, the buyer must comply with the applicable national and international (re)export regulations. In any case, if the goods or services are passed on to third parties, he must observe the (re)export regulations of the seller's home state, the European Union, the United Kingdom of Great Britain and Northern Ireland and the United States of America.

If required for export control checks, the buyer has to transmit to the seller immediately upon request all information among other things concerning the end user, end use destination and end use of the goods and services.

## 22. Final Clauses

The client is obliged to notify the contractor of changes of its physical and/or business address as long as the contractual legal transaction is not mutually completely fulfilled by both parties. If the notification is omitted, the declarations are deemed to have been received even if they were sent to the last announced address. The client agrees to the fact that the personal data of the contract can be stored and processed automatically by the contractor in fulfillment of the contract.

Should individual provisions of the contract be ineffective, should the effectiveness of the remaining provisions not be affected. The ineffective provision must be replaced by a valid one, that comes as close as possible to the intended goal.

These General Terms and Conditions replace all previous agreements between the contracting parties.