1. Preamble

The following terms and conditions apply to quotations or contracts concerning the sale of goods, the licensing of associated software (collectively called “products”) and the provisioning of associated services offered by MEDUSA Radiometrics BV (hereinafter called “MEDUSA” or “Seller”) when explicitly referred to in the quotation. These terms and conditions shall govern, notwithstanding any contradictory, modifying or additional conditions that may be contained in the Buyer’s request for quotation, purchase order, or other documentation. Buyer’s acceptance or operational use of any products delivered by Medusa shall constitute the Buyer’s full acceptance of these provisions. Should the Buyer not accept these terms and conditions, Medusa requires that products be promptly returned to Medusa for credit as may be applicable.

2. Terms

2.1. Pricing and validity of our offer

1. All prices are in Euros and are excluding VAT, unless stated otherwise.
2. MEDUSA’s proposal is subject to adjustment in price and delivery schedule in the event that different quantities or other specifications are required than are set forth in the proposal.
3. Prices are subject to change due to the imposition by any lawful taxing authority of any additional tax, levy, assessment or other burden on, or related to the Products or Services proposed.
4. Unless otherwise specified, the offer is valid for ninety (90) days from the date of submission.

2.2. Payment Terms and Remit To Address
1. Except as otherwise set forth in the offer, payment shall be 100% payment upon award or established under the terms of an irrevocable letter of credit in MEDUSA's favour, advised, negotiated and payable through a Bank nominated by MEDUSA, by wire transfer, by drafts drawn at sight accompanied by the relevant shipping documents. A draft of the letter of credit shall be transmitted to MEDUSA for its review, input and approval.

2. Subject to MEDUSA credit approval, MEDUSA may extend payment terms of net 30 days upon receipt of invoice. Invoices shall be submitted upon shipment of Goods and Software, completion of milestones, or performance of Services as provided in the payment schedule of MEDUSA's offer. Partial deliveries shall be allowed.

3. Late payments will be subject to an interest charge of 2% of the unpaid balance per month, which shall thereafter be added to all amounts unpaid and outstanding. If Buyer fails to make any payment to MEDUSA as required hereunder, MEDUSA shall have the right exercisable in MEDUSA's sole discretion, in addition to its other rights and remedies, to cease further performance of the work hereunder. MEDUSA shall have a lien upon and may retain or repossess any and all deliverables if Buyer does not make full payment to MEDUSA.

2.3. Delivery of Goods and Acceptance By Buyer

1. Except as otherwise set forth in the offer, all Products shall be shipped EX WORKS (Groningen, The Netherlands) as defined in INCOTERMS 2000. Separate charges for shipping and handling will be shown on MEDUSA's invoice(s).

2. The responsibility and risk in the Goods shall pass to the buyer at the point of delivery.

3. Title to Goods purchased hereunder shall pass to Buyer; i) upon delivery, when payment has been received in advance or ii) upon receipt of full payment when credit has been extended

4. Products delivered and Services rendered under this contract shall be deemed accepted at the time they are delivered or rendered, unless Buyer has notified MEDUSA in writing within fourteen (14) days of receipt of the Products or Services of any claim for shortage or failure of same to meet the requirements set forth in the contract. Buyer shall be liable for payment therefore in accordance with the terms of the contract.

5. A 20% restocking fee applies to all returned items

6. If the contract includes installation of the Products by MEDUSA, acceptance of installation will be based upon the earlier of MEDUSA's successful completion of acceptance testing or beneficial use.

2.4. Software Ownership and Right to Use

1. Any software delivered under these terms and conditions is solely for the use of buyer and licensed exclusively for buyer's use. MEDUSA retains all right, title and interest, including associated intellectual property rights, in and to the Software and all related documentation.

2. MEDUSA's cost of, or the time required for performance of any part of the work under the contract, MEDUSA reserves the right to an adjustment in price and delivery schedule.

3. MEDUSA shall notify the Buyer of any conditions at the installation site(s) differing from those indicated in the contract, including any unknown or subsurface physical conditions at the site(s) differing from those specified by Buyer. If such conditions so differ and cause an increase in MEDUSA's cost of, or the time required for performance of any part of the work under the contract, MEDUSA reserves the right to an adjustment in price and delivery schedule.

2.5. Compliance, Licenses and Fees

1. Buyer shall use the Products in accordance with all applicable laws and regulations including, without limitation, laws of The Netherlands prohibiting, directly or indirectly, MEDUSA from dealing in any way with restricted jurisdictions.

2. Both parties shall comply with all laws and regulations governing the possession, use, handling, transfer, or disposal of hazardous and/or radioactive materials required in the performance of the contract. MEDUSA shall assist Buyer in obtaining the licenses and permits necessary to facilitate the performance of any Services, installation and operation of the Products furnished under the contract. Except as provided for in the contract, additional assistance requested by MEDUSA shall provide Buyer on a time and materials basis by change order to this contract. Any license or permit fee imposed for the performance of work shall be borne by the Buyer.

2.6. Buyer Furnished Items (BFI) and Site Access

1. Buyer shall provide the BFI as outlined in MEDUSA's proposal. It shall be in a form and condition acceptable for its intended use as determined by MEDUSA. Buyer warrants that Buyer has the rights to provide any such BFI under the contract. Should the BFI be inaccurate, inadequate or not in a condition for its intended use or not be provided in accordance with the contract schedule, MEDUSA reserves the right to an adjustment in price and delivery schedule. In the event BFI is not provided in a timely manner as specified, MEDUSA reserves the right to an adjustment in price and delivery schedule.

2. Site access shall be unhindered and available to MEDUSA in order to perform the required work without interruption in accordance with the contract schedule. MEDUSA's inability to gain access to site due to Buyer's actions or omissions or any circumstances beyond the direct control of MEDUSA including, but not limited to, delays, inconvenience, or damage sustained due to interference by utility appurtenances or the operation of moving the same shall be considered extra work and MEDUSA reserves the right to an adjustment in price and delivery schedule.

3. MEDUSA shall notify the Buyer of any conditions at the installation site(s) differing from those indicated in the contract, including any unknown or subsurface physical conditions at the site(s) differing from those specified by Buyer. If such conditions so differ and cause an increase in MEDUSA’s cost of, or the time required for performance of any part of the work under the contract, MEDUSA reserves the right to an adjustment in price and delivery schedule.

2.7. Intellectual property

2.7.1. Property Rights

1. MEDUSA shall solely own and have exclusive worldwide right, title and interest in and to all Dutch and non-Dutch patents, trademarks, service marks, copyrights, mask works or integrated circuit topographies, trade secrets, software and all other intellectual and industrial property rights, including, without limitation, any applications therefore (collectively called “Property Rights”) in any way related to the Products, MEDUSA's Property Rights, and all modifications, improvements and derivative works related thereto.

2. Title to all MEDUSA Property Rights embodied in the Products shall at all times remain with MEDUSA, and Buyer’s use thereof shall be restricted under a non-exclusive license granted by MEDUSA.
3. Subject to Buyer’s performance of all obligations hereunder, MEDUSA hereby grants to Buyer a personal, non-exclusive, royalty-free, non-transferable and indivisible license to use MEDUSA’s Property Rights only as they are contained or embodied in the Products and for no other purpose.

4. Buyer shall not remove MEDUSA trademark notices, copyright notices, patent markings or mask work or integrated circuit topography notices on or in the Products or on any other materials supplied by MEDUSA. Buyer shall not contest the assertion, at any time, by MEDUSA or any corporation directly or indirectly affiliated with it that MEDUSA or such affiliate owns or otherwise controls any or all Property Rights.

### 2.7.2. Proprietary Information

1. All drawings, technical manuals, Software, and other technical data provided to Buyer pursuant to this contract are proprietary information, and contain trade secrets, of MEDUSA (collectively called “Proprietary Information”) and shall not be resold, used, reverse engineered, or disclosed by Buyer for any purpose other than as strictly necessary in connection with Buyer's permitted use of the Goods and Services sold hereunder. Buyer will not modify, reproduce, or copy such Proprietary Information except with the prior written consent of MEDUSA, which consent may be arbitrarily withheld. Buyer acknowledges that any unauthorized resale, use, reverse engineering, disclosure, modification, reproduction, or copying of such Proprietary Information will cause irreparable harm to MEDUSA. If Buyer violates the provisions of this paragraph, MEDUSA shall be entitled to obtain relief to protect its interests herein, including, but not limited to, injunctive relief, as well as monetary damages, and will be entitled to terminate this contract immediately, without notice.

### 2.7.3. Notices

1. All notices required or permitted under the contract shall be in writing and shall be deemed to have been given upon personal delivery, upon receipt of delivery service or courier transmittal, or upon facsimile to party with confirmation of transmission received.

### 2.8. Taxes and Impex regulations

#### 2.8.1. Taxes

1. The prices set forth herein do not include goods VAT or other Dutch taxes that may be applicable to the Products and/or Services delivered hereunder. Unless MEDUSA receives a sales tax certificate that exempts the Products and/or Services from such taxes, MEDUSA shall invoice and Buyer shall reimburse MEDUSA for all such taxes in addition to the stated prices set forth herein.

2. The contract price, including the prices in any subcontracts, does not include any taxes, including VAT, GST, sales taxes, withholding taxes, duties, assessments, liens, levies or similar charges levied upon MEDUSA by an entity other than the Dutch government or a political subdivision thereof (hereinafter “Foreign Taxes”), which could be incurred by MEDUSA as a result of this contract. If MEDUSA, its subcontractors, or their respective employees are required to pay any Foreign Taxes, or any penalties and/or interest assessed with respect to Foreign Taxes (hereinafter “Foreign Penalties”) the contract price shall be correspondingly increased to reimburse MEDUSA for the full amount of Foreign Taxes or Foreign Penalties. If MEDUSA, its subcontractors, or their respective employees are required to file a return or report with respect to any Foreign Taxes, the contract price shall be correspondingly increased to reimburse MEDUSA for the full cost to prepare and file any such return or report (“Foreign Return Charges”). If no further payments are due to MEDUSA under the contract, Buyer shall reimburse MEDUSA for all Foreign Taxes, Penalties and Return Charges within 30 days of receiving an invoice for such amounts from MEDUSA.

3. If MEDUSA is required to collect VAT or similar sales or use taxes, MEDUSA will charge Buyer such amount as a separate item on its invoice or provide a separate invoice if no further invoices are issued under the contract. If MEDUSA is not registered to collect VAT or similar taxes, Buyer will pay such amounts directly to the applicable taxing authority.

4. If after the effective date of this contract, there are any changes or developments which may result in an increase in any foreign taxes, and/or any new foreign taxes or assessments are levied, or if the methods of administering or the rates of any foreign taxes and assessments are changed, and such new taxes, assessments, or changes result in an increased potential tax liability of MEDUSA, its subcontractors or their respective employees financial responsibility hereunder, the contract price shall be correspondingly increased.

#### 2.8.2. Import/Export Regulations

1. Buyer understands that MEDUSA’s performance under this contract is subject to all of the required and continuing Dutch and local government approvals, clearances, permits, regulations, and export or import licenses.

2. In the event MEDUSA is unable to obtain or maintain any required approvals, clearances, permits and/or export or import licenses, MEDUSA shall have no obligation to provide those Products or Services set forth in this contract for which such approvals, clearances, permits and/or export or import licenses are required.

3. Commodities will be exported in accordance with all Dutch and local import and export requirements. Diversion contrary to Dutch or local law is prohibited. The commodities may not be resold, transferred, trans-shipped or re-exported without prior authorization by the Dutch government.

4. Buyer agrees that no damages of any kind whatsoever are payable by MEDUSA in situations where shipments are prevented by the circumstances described in this paragraph.

5. Resale and Re-Export of Products. The Buyer acknowledges that: i) any commodities and/or technology consisting of or contained in Products or Services provided subject to these terms are of Dutch origin and subject to Dutch export regulations and in addition to any requirements imposed by Dutch export regulations and ii) that any export or re-export thereof must be in compliance with Dutch law and other laws which may become applicable. The Buyer agrees that it shall not export or re-export, directly or indirectly any commodities and/or technology (or direct products thereof) ordered subject to these terms in any form to destinations that are otherwise controlled or embargoed under Dutch law or entities or individuals which are listed on prohibited lists maintained pursuant to such laws or regulations.

### 2.9. Changes
1. MEDUSA may suggest or Buyer may request changes within the scope of the contract and applicable specifications. Should any such suggested changes cause an increase or decrease in the purchase price, or in the delivery or installation schedule, or affect any other contract provisions, MEDUSA shall submit a proposed adjustment to the purchase price, schedule and/or any other provision affected the change. Upon reaching a mutual agreement in writing thereto, MEDUSA shall proceed with such change.

2.10. Termination or Cancellation

1. Buyer may only assert that MEDUSA terminates the contract for default pursuant to a material breach. In all such cases, MEDUSA shall be afforded a reasonable period of time to remedy such material breach, but in any event not less than 30 days from the date that MEDUSA receives a written cure notice from the Buyer specifying the nature of MEDUSA’s failure to comply with a material provision of this contract.

2. MEDUSA may terminate this contract at any time upon giving the Buyer not less than ten (10) days prior notice.

3. Cancellation of the contract or any part thereof subsequent to placement shall result in a restocking fee to be charged to Buyer equal to 30% of the full purchase price. Cancellation will be honoured only within thirty (30) calendar days from contract placement.

3. Warranties

3.1. MEDUSA Goods

1. Goods are provided with a two (2) year return to factory warranty against defects in materials and workmanship from:
   a. The date the Products are placed at the disposal of the Buyer at the named place of delivery, or
   b. After the earlier of completion of acceptance testing or beneficial use, if installation is carried out by MEDUSA.

2. MEDUSA will perform repairs of defects at no charge to the Buyer, subject to the limitations herein. To request warranty service, the Buyer must call MEDUSA’s service coordinator for a return material authorization (RMA) number. Buyer shall ship any defective parts in accordance with MEDUSA’s return instructions together with any required documentation including details of the problems or failure, freight prepaid, to MEDUSA’s repair facility. The Buyer is responsible for the shipping, customs clearance costs and risk of loss of returning the repaired or replaced Products to the Buyer.

3. MEDUSA will own all parts removed from repaired Products or all Products replaced.

4. Warranties for third party materials are warranted by the original equipment manufacturer(s), if at all, and any such warranties shall pass through to the Buyer if and to the extent that they are extended to MEDUSA. To request warranty service for third-party materials, the Buyer shall notify MEDUSA of the defect with the material and the fault which caused the defect in order to receive a return authorization. MEDUSA, in support of the manufacturer’s warranty, shall coordinate any such warranty returns, their repair, and return of Products to the Buyer. The Buyer shall ship any defective parts, freight prepaid; to MEDUSA after receiving an MEDUSA return authorization. The repair or replacement of Products under warranty is subject to the manufacturer’s warranty and the limitations of the paragraph below.

5. The Scintillator detectors are ruggedised for their intended use. Due to the fragile nature of the crystal detector assemblies and potential harsh operating environments, MEDUSA’s warranty does not include breakage of the crystal for any reason. MEDUSA does warrant the detectors to be complete and fully operational to their published specifications at the time of delivery and to maintain the minimum resolution and performance for a period of one year under normal operating conditions.

6. The warranties listed above are valid only if the Buyer uses the items properly, within the operating specifications and instructions supplied by MEDUSA, including the requirements of this contract, and makes maintenance adjustments only within the tolerances listed in the maintenance or operating manuals or other documentation provided. Any and all warranties will be void and do not apply to failures or damage caused by sources outside the Products and Services furnished hereunder including, but not limited to, events such as: misuse whether by fault, negligence, or otherwise, damage from peripheral power sources or equipment not delivered with the original system, conditions resulting from improper use of the Products or operation of Products outside the specified environmental conditions, conditions resulting from any modifications or repairs to the Products other than made by MEDUSA or MEDUSA’s vendor, war, riots, insurrections, or force majeure events.

7. MEDUSA shall not be liable for loss of profit, or other economic losses, indirect, consequential, or special damages arising from any breach of warranty or any other cause.

8. Any trouble calls or other costs incurred by MEDUSA for repair of a unit returned with “no trouble found” or which has a void or expired warranty shall be billed, at the discretion of MEDUSA, to the Buyer at the current service parts and labor rates, portal to portal, with the explanation of said misuse, abuse, or damage. Likewise, calls required because of operational errors, maladjustment’s, broken or disconnected cables, or other failures created and caused outside the direct control of MEDUSA or Buyer’s maintenance personnel not following the maintenance guidelines provided shall be billed at the discretion of MEDUSA as described in this paragraph.

9. The express warranties, conditions, terms, representations and remedies in this article are the sole and exclusive warranties, conditions, terms, representations and remedies provided by MEDUSA. MEDUSA specifically disclaims and buyer waives any other warranties, conditions, terms, representations and remedies, express or implied, written or oral, statutory or otherwise, including but not limited to any implied warranty, condition, term, or representation or merchantable quality or fitness for a particular purpose, as well as any warranties, conditions, terms, representations or remedies alleged to have arisen from custom, usage or past dealings between the parties.

3.2. MEDUSA Software

1. MEDUSA warrants that the Software will conform to the software documentation provided by MEDUSA (the “Software Warranty”) for a period of one (1) year from the earlier of (i) completion of acceptance testing or beneficial use if installation is completed by MEDUSA or (ii) the date of delivery to the FOB point if installed by Buyer or if installation not required (the “Software Warranty Period”).

2. If it is determined that, during the Software Warranty Period, the Software does not operate according to the documentation, MEDUSA’s only responsibility will be to provide one or more of the following forms of software support, the choice of form being at MEDUSA’s sole discretion: (i) to use commercially reasonable efforts to rectify any non-conformance with the Software Warranty in respect of Software that is returned at Buyer’s expense to MEDUSA for repair, or (ii) to provide assistance by way of telephone or e-mail consultation (the “Software Support”).

3. MEDUSA does not warrant or guarantee that the Software is free of viruses, significant bugs, programming errors, or other harmful components.

3.3. MEDUSA Services
4. Applicable Law and Disputes

4.1. Applicable law

1. This contract shall be interpreted, construed and governed by, and the relations between the parties determined by the laws in force in The Netherlands.

2. Should any disputes or differences of any kind arise between the Buyer and MEDUSA, in connection with or arising out of this contract, or the performance hereunder, these will be settled by mutual agreement, which after having been written and signed by both parties, will become final and binding upon both Parties.

3. If no binding agreement can be reached, then the Buyer and MEDUSA will have the right to proceed to resolve the dispute through arbitration conducted under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules.

4. The Arbitrator’s decision will be final, binding and irrevocable upon both the Buyer and MEDUSA and not subject to any direct or indirect legal means. Arbitration shall take place in Groningen, The Netherlands.

5. The Arbitrators appointed by the said rules will have full power to review all the data he or she considers necessary for deciding upon the dispute.

6. The judgment rendered by the Arbitrator upon the award may be entered in any court having jurisdiction for the purposes of obtaining an order of enforcement or judicial acceptance of the award, as the case may be. Each of Buyer and MEDUSA hereby waives any immunity, sovereign or otherwise, that it would otherwise have to such jurisdiction and agrees that its rights, obligations and liabilities hereunder shall be determined in the same manner and to the same extent as those of a private litigant under like circumstances.

7. The Arbitrator’s award may include compensatory damages against either party, but under no circumstances will the Arbitrator be authorised to nor shall he or she award consequential, special, punitive or multiple damages against either party.

4.2. Assignment

1. Neither this contract nor any licenses of Software granted hereunder are assignable without the prior written consent of MEDUSA. MEDUSA may withhold its consent at its sole discretion, and may stipulate that any consent provided is subject to one or more conditions, including, without limitation, that any proposed assignee agree in writing to be bound by all the terms and conditions of this agreement or the Software license. Any attempt by the Buyer to assign any of the rights, duties or obligations of this contract or a Software license granted hereunder without the consent of MEDUSA shall be null and void.

4.3. Limitation of Dissemination of MEDUSA Commercial Work Product

1. MEDUSA and Buyer expressly exclude any and all third parties from the benefits of this contract. In the event that Buyer furnishes any MEDUSA work product to a person who is not a party to this contract, Buyer agrees to defend, indemnify, and hold harmless MEDUSA from and against all claims, damages, losses, costs and expenses (including reasonable attorney’s fees) of actions brought by third parties, and arising out of or relating to such third party’s use or distribution of, or reliance upon, MEDUSA’s work product.

4.4. Indemnification

1. Buyer shall assume full responsibility for use of the Products after purchase and shall indemnify, defend and hold MEDUSA harmless from all claims, damages, expenses, liabilities and losses, including without limitation attorney’s fees and costs incurred, that in any way arise out of or relate to (i) the manner in which Buyer and/or any of its customers or end users use or operate the Products; (ii) any personal injuries, property damages or other losses resulting or occurring from the willful or negligent acts or omissions of Buyer, its customers or end users; (iii) defects or other problems with other component parts, equipment, software, or materials produced or supplied by anyone other than MEDUSA and that may be used with the Products; (iv) Buyer’s transactions with its customers, end users or other parties involving the Products; and/or (v) defects or other problems with any BFI.

4.5. Limitation of Liability

1. Medusa’s total liability to buyer and all liabilities arising out of or related to this contract, the products, and the services, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed the amounts paid to MEDUSA under the contract, or under the specific delivery order relating to the products or services at issue, whichever is less.

2. In no event shall either party be liable to the other for any special, indirect, incidental, consequential, or economic losses or damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

3. Any claim by buyer relating to this contract, other than for the performance of warranty services, must be made in writing and presented to MEDUSA within one year after the earlier of: (1) the date on which buyer accepts the deliverable at issue; or (2) the date on which MEDUSA completes performance of the services at issue. Any claim under warranty must be made within the time specified in the applicable warranty clause.

4.6. Severability
1. If any provision of this contract is held by a court of competent jurisdiction to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.7. Order of Precedence

1. In the event of a conflict arising between the documents constituting a formal offer or quotation, the following descending order of precedence shall be given:
   a. The formal quotation to which these terms are attached;
   b. These terms and conditions; and
   c. Statement of Work or specification referenced or attached hereto; and
   d. Any other attachments.

4.8. Survival

1. The provisions of paragraphs 11, 12, 13, 16, 17, 19 and 25 above shall survive termination, cancellation or expiration of this contract.

4.9. Force Majeure

1. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of a public enemy, fires, floods, power outages, wars, contagious illness or disease provoking government-imposed quarantines, prohibitions on travel or restrictions on commerce, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, failures of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this contract or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

4.10. Modifications, Complete Agreement

1. No modifications of this contract shall be effective unless in writing and signed by authorised representatives of the parties. This contract constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract.