

HTSL GROUP LIMITED

Conditions of Sale

(Incorporating trading subsidiaries High Technology Sources Limited, Phoenix Dosimetry Limited and Euroteck Systems UK Limited)

The Customer's attention is particularly drawn to the exclusions of liability in condition 12

1. DEFINITIONS

- 1.1. The 'Group' shall mean HTSL Group Limited, a company registered in England and Wales with company number 05165202, or its trading subsidiaries High Technology Sources Limited with company registered number 04386579, Phoenix Dosimetry Limited with company registered number 08521146 and Euroteck Systems UK Limited with company number 04475290, all with a registered office address at 4th Floor, 24 Old Bond Street, London, W1S 4AW.
- 1.2. The 'Customer' shall mean the person, firm, Group or other organisation entering into the *Contract* as defined in condition 1.5 of these conditions.
- 1.3. The 'Goods' shall mean all items manufactured or supplied by the Group.
- 1.4. The 'Services' shall mean all advice given and services performed by the Group, including installation of the *Goods*.
- 1.5. The '*Contract*' shall mean the agreement arising between the Group and the Customer following receipt of the Customer's order for the *Goods* and/or *Services* comprised in the Group's quotation, or if no quotation has been given, the agreement arising on despatch by the Group of a written acceptance of the Customer's order or despatch of the *Goods*, whichever first occurs.
- 1.6. The *Customer Group* means the Customer, its subcontractors and suppliers of any tier and its and their employees, directors, representatives, agents, servants, invitees and any person employed, hired or engaged by any of them.
- 1.7. The Group and the Customer are also referred to herein individually as a "Party" and collectively as the "Parties".

2. GENERAL

- 2.1. All Contracts entered into by the Group are subject to and governed solely by these conditions which may only be varied by the Group in writing. These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Group's failure to object to any terms and conditions or any other provisions contained in any communication from the Customer, including but not limited to the Customer's order, does not waive any of the Group's terms and conditions specified herein.
- 2.3. The Customer may not cancel the Contract unless agreed in writing by the Group.

3. PRICES AND QUOTATIONS

- 3.1. All quotations issued by the Group for the supply of *Goods* and *Services* shall remain open for acceptance for the period stated in the quotation or, if none is stated, for thirty (30) days.
- 3.2. In all other cases prices for *Goods* to be supplied or *Services* performed by the Group shall be those ruling on the date of despatch.
- 3.3. Unless otherwise agreed in writing the Group shall charge the Customer for packaging, carriage and insurance during transport.
- 3.4. All prices quoted for the supply of *Goods* and *Services* shall be exclusive of value added tax or any other taxes or customs/excise/import duties or brokerage fees and the Group shall be entitled to charge these items to the Customer at the rate applicable at the date of invoice.

4. PAYMENT

- 4.1. Unless otherwise agreed in writing, payment of all invoices shall be paid to the Group in full in the currency as invoiced no later than thirty (30) days from the date of invoice
- 4.2. In some circumstances, the Group may need to agree pro forma, milestone or advance payments and these will be notified on the Group's sales quotation or otherwise in writing.
- 4.3. Time shall be of the essence for the purposes of payment of all sums due to the Group. In the event of a delay in payment the Group reserves the right to:
 - 4.3.1. suspend deliveries and/or cancel any of its outstanding obligations under the *Contract* and
 - 4.3.2. levy a service charge to cover administrative and other associated costs in relation to overdue accounts at the rate of 2% per month on all unpaid amounts.
- 4.4. The Customer shall have no right to set off any amounts owing or alleged to be owing to it by the Group against unpaid invoices to the Group.

4.5. The Group shall have the right for reasonable cause to withdraw or refuse credit facilities or to require from the Customer cash on or before delivery, or security for payment, and to withhold delivery until such requirement is complied with.

4.6. Any claim or query by the Customer in respect of the invoiced price of the *Goods* or *Services* must be notified to the Group by the Customer within the credit period referred to in condition 4.1.

5. PACKAGING AND CONTAINERS

- 5.1. Containers, packaging, labelling, equipment and vehicles, where provided by the Customer, must comply with all relevant national and international safety regulations.
- 5.2. Where *Goods* are supplied by the Group in returnable containers these must be returned to the Group at the Customer's expense in good condition within the period specified by the Group in writing. Title to the containers shall remain with the Group at all times but they shall be held at the risk of the Customer until returned to the Group.
- 5.3. Failure by the Customer to comply with condition 5.2 shall entitle the Group to invoice the Customer after six months for the full replacement value of the container, or prior to that in line with the conditions specified in writing at the time of sale.

6. DELIVERY

- 6.1. Unless otherwise agreed in writing, delivery shall take place when the *Goods* are passed to the carrier or shipping agent or to the Customer's representative, whichever shall first occur.
- 6.2. The Customer shall ensure that adequate and safe facilities and procedures exist for receipt of the *Goods* at its premises at the time of delivery by the Group or its agent or carrier, and warrants to the Group that the site where it intends to use the *Goods* is suitable in all respects for their intended use and is licensed in accordance with any relevant local regulations, and such licenses shall be produced for inspection prior to delivery if the Group so requests.
- 6.3. All delivery dates are quoted in good faith but the Group reserves the right to alter them, notifying the Customer as soon as reasonably practicable. Any dates quoted for delivery of the *Goods* are approximate only, and the time of delivery is not of the essence.
- 6.4. The Customer shall not be entitled unreasonably to delay delivery or refuse to accept delivery. If in the opinion of the Group the Customer:
 - 6.4.1. is not ready to receive the *Goods* on the day intended, or
 - 6.4.2. fails to give the Group adequate instructions, or
 - 6.4.3. fails to collect *Goods* intended for collection, or
 - 6.4.4. fails to comply with the provisions of condition 6.2 in whole or in part, then the Group shall be entitled to store, dispose of or otherwise deal with the *Goods* in any way it thinks fit without being responsible for any loss and to charge for any costs arising.
- 6.5. If the Customer does not take delivery of the *Goods* within 14 days after the Group notifies the Customer that the *Goods* are ready for delivery, the Group shall have the right to cancel the *Contract* or it will have been deemed that:
 - 6.5.1. Risk in the goods shall pass to the Customer (including for any loss or damage caused by the Group's negligence);
 - 6.5.2. The *Goods* will have been deemed to have been delivered, and can be invoiced;
 - 6.5.3. The Group may store the *Goods* until delivery has been effected, whereupon the Customer shall be liable for all related costs (including but not limited to storage and insurance).
- 6.6. The Customer shall promptly notify the Group in writing in the event that *Goods* do not arrive within forty-eight (48) hours of their anticipated receipt.
- 6.7. If the Group fails to deliver the *Goods* its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the *Goods*. The Group shall have no liability for any failure to deliver the *Goods* to the extent that such failure is covered by the circumstances in condition 6.4 or the Customer's failure to provide the Group with adequate delivery instructions.
- 6.8. The Group reserves the right to deliver the *Goods* by instalments in any sequence and to invoice each instalment separately.
- 6.9. Where applicable, if the Group delivers to the Customer a quantity of *Goods* of up to 10% more or less than the quantity accepted by the Group under a Contract, the Customer shall not be entitled to object to or reject the *Goods* by reason of a surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

7. ACCEPTANCE

- 7.1. In cases where the Group is involved in the installation of *Goods* the Customer shall allow the Group and its representatives proper access to the site during the installation period and following completion of installation the *Goods* shall be accepted by the Customer when the *Goods* have been demonstrated to be in proper working order, or within ten working days, whichever is the sooner.
- 7.2. In all other cases the Customer shall inspect the *Goods* within seven days of receipt and failure to notify the Group in writing of any defect or other proper objection to the *Goods* or their packaging within such period shall constitute acceptance by the Customer.

7.3 Acceptance by the *Customer* shall be without prejudice to its rights under condition 10.

8. RISK AND TITLE

8.1 The risk in the *Goods* shall pass to the *Customer* on delivery.

8.2 Title to the *Goods* shall remain with the *Group* until payment of all amounts due under the *Group's* invoice and no other sums remain outstanding from the *Customer* to the *Group* on any account whatsoever whether or not such sums have become due for payment, until then:

8.2.1 the *Customer* agrees to store the *Goods* on a fiduciary basis as bailee for the *Group* in such a way that the *Goods* are readily identifiable as the property of the *Group* and to insure the *Goods* for their full price, maintain the *Goods* in good working order and condition; and

8.2.2 the *Customer* agrees not to dispose of or resell the *Goods* until the *Goods* have been paid for in full or if it does dispose of the *Goods*, in the ordinary course of business, this sale must be at full market value and shall be a sale of the *Group's* property on the *Customer's* own behalf and the *Customer* shall deal as principal when making the sale.

8.3 In the event that the *Customer* or *Customer Group* enters into liquidation or has a winding up order made against it or has a receiver or administrator appointed in respect of its assets or being an individual or firm becomes bankrupt, the *Group* or its employees or agents shall be entitled:

8.3.1 immediately to terminate the *Contract* without notice; and /or

8.3.2 to enter the premises of the *Customer* with such transport as may be necessary and repossess any of the *Goods* to which it is entitled under condition 8.2.

8.4 Nothing in this condition shall confer any right upon the *Customer* to return the *Goods* or to refuse or delay payment for the *Goods*.

9 SERVICES

9.1 Where the *Group* is to perform *Services* the *Customer* shall ensure that:

9.1.1 adequate and safe facilities and procedures exist at its premises and that the *Group* is notified well in advance in English of any relevant regulations or statutory requirements that affect such premises; and

9.1.2 where the *Services* are performed outside the United Kingdom the *Group* shall be notified well in advance in English of any regulation, consents or statutory requirements it has to comply with; and

9.1.3 subject to condition 9.1.1 and 9.1.2, it shall comply with all relevant regulations and provide all necessary licences and certificates.

9.2 The *Group* shall be entitled to refuse to perform the *Contract* if the provisions of condition 9.1 are not strictly complied with by the *Customer*.

9.3 Where the *Group* is to perform those *Services* listed below certain additional conditions shall apply to the *Contract*, copies of which are available on request:

9.3.1 consultancy and design;

9.3.2 custom synthesis and labelling;

9.3.3 loading, unloading and exchanging of radiation sources.

9.4 Time shall not be of the essence for the performance of the *Services*.

10 WARRANTY

10.1 Certain items of *Goods* manufactured and/or supplied by the *Group* benefit from a long term warranty, details of which will be made available to the *Customer* in writing at the time of quotation or prior to conclusion of the *Contract*.

10.2 The *Group* warrants that (i) all *Goods* apart from those with a long term warranty under condition 10.1 will at the time of delivery, and for the period referred to in condition 10.5, be free from material defects and conform to the relevant technical specification and (ii) that all *Services* will be carried out by the *Group* with reasonable care and skill.

10.3 The *Group* shall not be liable for the *Goods'* failure to comply with the warranty in condition 10.2 if:

10.3.1 the defect arises because the *Customer* failed to follow the *Group's* oral or written instructions as to the storage, installation, commissioning, use or maintenance of the *Goods* or (if there are none) good trade practice;

10.3.2 the defect arises as a result of the *Group* following any drawing, design or *Goods* specification supplied by the *Customer*;

10.3.3 the *Customer* alters or repairs such *Goods* without the written consent of the *Group*;

10.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

10.3.5 the *Goods* differ from their description or any relevant specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

10.4 The *Group's* sole liability for breach of this warranty shall be at its option to give credit for, replace or repair any *Goods* or re-perform any *Services* provided that:

10.2.1 the *Group* is informed in writing within seven days of the failure or defect becoming apparent; and

10.2.2 the failure or defect is shown to the *Group's* reasonable satisfaction to be due to its faulty design, workmanship, material or packaging.

10.5 The period of the warranty in condition 10.2 shall, except as otherwise stated in the *Group's* offer or order confirmation, be 30 days from the date of delivery in the case of *Goods* sold by the *Group* for use in research, or for all other *Goods* a period of 60 days from the date of delivery of the *Goods* or for any expiry period stated in the product literature, whichever is the shorter.

10.6 These conditions shall apply to any repaired or replacement *Goods* supplied by the *Group* under clause 10.4.

10.7 The *Customer* shall be responsible for all charges incurred in returning such *Goods*, and retains the risk for any loss or damaged caused to the *Goods* whether in transit or at the *Group's* Premises.

11. HIRE

11.1 As of time and date of hire all plant becomes the responsibility of the *Customer* with regards to insurance, loss, theft, damage, breakdown (ALL RISKS)

11.2 All equipment prior to leaving our facility is thoroughly inspected to ensure its capability to meet the manufacturer's specifications. Any fault should be reported immediately

11.3 Delivery and collection are at the *Customer's* cost, unless agreed in writing. All mobilization costs will be charged as extra.

11.4 The *Customer* must use equipment only for its intended purpose and in accordance with instructions.

11.5 The *Customer* is responsible for routine maintenance and safe operation whilst on hire.

11.6 *Goods* will remain on hire until the day of return to the *Group's* facility. All equipment will be thoroughly checked on return to the base and with the exception of wear and tear, any defects, repairs or damage will be rectified and charged to the *Customer*.

11.7 Computed Radiography Imaging Plates are classified as consumable items and must be purchased by the *Customer* before commencement of the hire period, where relevant, unless other arrangements have been formally agreed in writing.

11.8 Any *goods* returned in a damaged condition will remain on hire for a further period of 14 days after the return date to enable us to carry out repairs. Any equipment damaged, nonfunctional, broken, lost, stolen or totally written off will remain on hire until its insurance value or repair costs are paid in full, either by the *Customer* or his insurer.

11.9 No equipment is to be cross hired by the *Customer* to a third party without our prior consent of the *Group*.

11.10 The *Group* reserves the right to change the technical specification of any or all of the products offered without prior notice in line with the *Group's* policy of continuous improvement and increased efficiency.

11.11 It is our policy to keep sufficient stock to accommodate our client's need, however, we only offer any article subject to availability.

12. EXCLUSIONS AND LIMITATIONS OF LIABILITY

12.1 Nothing in these conditions shall limit or exclude the *Group's* liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

12.1.5 defective products under the Consumer Protection Act 1987.

12.2 Subject to condition 12.1:

12.2.1 the *Group* shall under no circumstances whatever be liable to the *Customer*, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the *Contract*; and

12.2.2 the *Group's* total liability to the *Customer* in respect of all other losses arising under or in connection with the *Contract*, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price for the *Goods* and/or *Services* that are the subject of the *Contract*, or £100,000, whichever is less.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods Act 1982 are, to the fullest extent permitted by law, excluded from the *Contract*.

12.4 The *Group* shall not be bound by any representations or statements on the part of its employees or agents whether oral or in writing and including those made in catalogues and other promotional material (excluding technical details and specifications) except where such representations or statements are expressly made part of the *Contract*.

12.5 The *Customer* shall ensure that the specification of the *Goods* ordered is suitable and safe for the intended use or environment of use except where it makes known details of such use to the *Group* in writing prior to conclusion of the *Contract* in such a way as clearly to place reliance on the *Group's* special skills.

12.6 The *Customer* shall handle the *Goods* in a suitable and safe manner and shall comply with any instructions supplied to it by the *Group*. The *Customer* shall pass on to users (including but not limited to purchasers and users of other goods into which the *Goods* are incorporated) all relevant safety information and ensure that all users are given appropriate training for the proper use of the *Goods*. The *Group* may request, and the *Customer* shall provide, evidence that the *Customer* has obtained and provided all necessary training to users of the *Goods* so as to comply with the relevant laws and regulations of the United Kingdom including but not limited to the *Customer's* permit issued by the Environment Agency for use of radioactive substances.

12.7 Where the *Group* experiences technical difficulties in the production of non-standard or custom-made *Goods* it may cancel the *Contract* without being liable to the *Customer* in any way.

12.8 Where the *Customer* supplies designs, drawings and specifications to the *Group* to enable it to manufacture non-standard or custom-made *Goods* the *Customer* warrants that such manufacture will not infringe the intellectual property rights of any third party.

12.9 This clause 11 shall survive termination of the *Contract*.

13 INDEMNITIES

13.1 The *Customer* shall indemnify the *Group*, officers, directors and employees in respect of any claim which may be made against the *Group*:

13.1.1. That the use to which the *Goods* are put constitutes a breach of section 6 of The Health and Safety at Work Act, 1974, or any other relevant United Kingdom or overseas safety legislation.

13.1.2. That the use to which the *Goods* are put infringes the patent, copyright or other intellectual property rights of any third party and/or

13.1.3. arising out of the failure by the *Customer* to observe the terms of the *Contract*.

13.2 The provisions of condition 13.1 shall not apply where the claim arises as a result of the negligence of the *Group* or use of the *Goods* in accordance with the *Group's* written instructions.

13.2 This clause 13 shall survive termination of the *Contract*.

14 STANDING AND CALL-OFF ORDERS

14.1. Acceptance by the *Group* of each standing and call off order received from the *Customer* for the supply and delivery of fixed quantities of *Goods* at stated intervals or for the supply of fixed quantities of *Goods* at intervals to be advised by the *Customer* shall constitute a single *Contract*.

14.2. All such orders once accepted are subject to cancellation by the *Group* giving one month's prior written notice to the *Customer* and are subject to immediate cancellation by the *Group* without notice in the event that either:

14.2.1. the provisions of condition 8.3 apply to the *Customer*, or

14.2.2. the *Customer* is in breach of condition 4.1.

14.3. The *Customer* shall only be entitled to cancel such orders on giving one month's prior written notice to the *Group* and after repayment to the *Group* of the amount of any and all costs incurred by the *Group* in relation to the *Contract*, and any discount or special price reduction from which the *Customer* has benefited up to the date of cancellation.

15 MISCELLANEOUS

15.1 The *Group's* rights – The failure of the *Group* to enforce its rights under the *Contract* at any time for any period of time shall not be construed as a waiver of any such rights.

15.2 Trademarks – The *Customer* undertakes not to use any trade marks or trade names applied to the *Goods* nor to do or permit anything whereby the goodwill and reputation for such trade marks or trade names is prejudiced or damaged. This clause 15.2 shall survive termination of the *Contract*.

15.3 Intellectual property – Unless otherwise agreed in writing, all tooling, fixtures, equipment, tools, software and designs acquired or used by the *Group* in fulfilling the *Contract* shall remain the property of the *Group* or its partners, agents or subcontractors.

15.4 Information provided by the *Customer* – The *Customer* warrants that any designs and specifications (if any) supplied to the *Group* are complete, accurate, and that such designs will not infringe any intellectual property right in the manufacture and sale of the goods. The *Customer* shall indemnify the *Group* against any liability arising out of or in connection with the breach of warranty in this condition., such indemnity to survive termination.

15.5 Discontinued Products – The *Group* shall continue to offer the *Goods* for sale, provided that the *Goods* (specific part number, model, or product family) meet business criteria established and maintained solely at the *Group's* discretion. Any *Goods* that do not, or are not expected to, meet *Group's* business criteria may be eliminated from the *Group's* product offerings ("Discontinued Product"). In such event, the *Group* shall endeavour to provide last-buy notices for Discontinued Product to all affected *Customers* (*Customer* who have purchased the product within the previous two years), providing three months' notice, where possible. Orders for Discontinued Product during the Last-Buy Period will be subject to product availability.

15.6 Confidentiality – Each Party (the "Receiving Party") shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information, as defined herein, furnished to it by the other Party (the "Disclosing Party") in connection with *Group's* Offer and/or *Customer's* order without the Disclosing Party's prior written consent. "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, (ii) was available on a non-confidential basis prior to its disclosure by Disclosing Party, (iii) is or becomes available to Receiving Party on a nonconfidential basis from a source other than Disclosing Party when such source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation with Disclosing Party, or (iv) was independently developed by Receiving Party

without reference to the Confidential Information, and Receiving Party can verify development of such information by written documentation

15.7 Resale Disclaimer – The *Customer* acknowledges and agrees that any resale, redistribution, or onward supply of the *Goods* is undertaken entirely at the *Customer's* own risk. The *Group* shall not be liable for any loss, damage, liability, or expense arising from or in connection with the resale of the *Goods* (consequential or otherwise). The *Group* makes no warranties, express or implied, regarding the suitability of the *Goods* for resale or for any particular market or customer. It is the *Customer's* sole responsibility to ensure that the *Goods* meet the requirements of any resale jurisdiction or end user.

15.8 Third party rights – A person who is not a party to the *Contract* shall not have any rights under or in connection with it.

16. GOODS RETURN

16.1 Certain items of *Goods* manufactured and/or supplied by the *Group* benefit from a one-for-one *Goods* return policy, details of which will be made available to the *Customer* in writing at the time of quotation or prior to conclusion of the *Contract*.

16.2 In all other circumstances, return of *Goods* supplied by the *Group* will be subject to the prior written agreement of suitable terms (including recompense) by the *Group*. Where a *Customer* returns *Goods* without such prior written agreement such *Goods* may ~~shall~~ be returned to the *Customer*, who shall be charged fully for all costs incurred by the *Group*.

16.3 In all cases where acceptance of returned *Goods* has been agreed by the *Group*, then the *Customer* shall be responsible for all charges incurred in returning such *Goods*, and retains the risk for any loss or damaged caused to the *Goods* whether in transit or at the *Group's* Premises.

16.4 If goods have been returned under Warranty in condition 10, but repair or replacement is not covered by the Warranty such repair or replacement shall not be performed unless the *Customer* issues and order to the *Group* authorising such repair or replacement.

17. GOVERNING LAW

17.1 The *Contract*, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18. ANTI-BRIBERY

18.1 The *Customer* shall:

18.1.1 comply, and shall procure that each member of the *Customer Group* shall comply, with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;

18.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.1.3 have and shall maintain in place throughout the term of the *Contract* its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure its compliance with clause 18.1.1 and 18.1.2 and will enforce them where appropriate;

18.1.4 promptly report to the *Group* any request or demand for any undue financial or other advantage of any kind received by any member of the *Customer Group* in connection with the performance of the *Contract*, and

18.1.5 immediately notify the *Group* in writing if a foreign public official becomes an officer or employee of any member of the *Customer Group* or acquires a direct or indirect interest in the *Customer* or in any member of the *Customer Group* (and the *Customer* warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the *Contract*).

18.2 The *Customer* shall ensure that all members of the *Customer Group* performing work or services in connection with the *Contract* does so only on the basis of a written contract which imposes and secures from such person terms equivalent to those imposed on the *Customer* in this clause 18.

19 FORCED LABOUR

19.1 The *Customer* shall:

19.1.1 comply, and shall procure that each member of the *Customer Group* shall comply, with all applicable laws, statutes regulations and codes relating to slavery, servitude, forced or compulsory labour and human trafficking including the Modern Slavery Act 2015;

19.1.2 undertake not to purchase any resource, materials or products from producers, suppliers or manufacturers using forced or compulsory labour in its operations or practices;

19.1.3 have and shall maintain in place throughout the term of the *Contract* its own policies and procedures to ensure its compliance with clause 19.1.1 and 19.1.2 and will enforce them where appropriate;

19.1.4 immediately notify the *Group* in writing if it becomes aware of any breach or alleged breach of this clause within its supply chain (and the *Customer* warrants that has not been convicted of any offence involving slavery and human trafficking and, having made reasonable enquiries, to the best of its knowledge none of the members of the *Customer Group*

- or their direct or indirect owners at the date of the *Contract* have been or are the subject or any investigation enquiry or enforcement proceedings by any government, administrative or regulatory body regarding an offence or alleged offence of or in connection with slavery and human trafficking).
- 19.2 The *Customer* shall ensure that all members of the *Customer Group* performing services or work in connection with the *Contract* does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the *Customer* in this clause 19.
20. SAFETY WARNINGS.
- 20.1 Some of the Goods sold by the Group, can cause death, personal injury, or property damage if they are used, operated, maintained, stored, or disposed of improperly. In particular, the Goods may emit ionising radiations, so adequate safety precautions must be taken to minimize exposure.
- 20.2 At a minimum, Customer should adhere to the ALARA (as low as reasonably achievable) principle and should comply with all applicable regulations relating to protection against ionising radiation emissions. The Goods may also contain pressurized gas which is explosive, corrosive chemicals which may cause burns and/or a Class II laser device, which can cause eye injury.
- 20.3 The Customer is solely responsible for ensuring that the Goods are used, operated, maintained, stored, and disposed of by trained and qualified personnel who understand the risks and required safety precautions. The Goods must be operated in accordance with the User Manual, and proper heating and cooling procedures must be strictly always followed.
- 20.4 The Goods may also contain hazardous substances, such as lead and beryllium. The Customer must comply with all applicable regulations relating to use and disposal of the Goods, including the Restriction on Hazardous Substances Directive adopted by the European Union (2011/65/EU), as hereafter amended.
- 20.5 The Goods must be repaired or disassembled by Seller or its authorized service provider only.
- 20.7 The Group is not liable for death, personal injury, or property damage that may be sustained, directly or indirectly, by any person because of Customer's failure to use, operate, maintain, store, or dispose of the Goods properly or to implement the requisite safety precautions.
- 21 FORCE MAJEURE
- 21.1. The *Group* shall not be liable to the *Customer* as a result of any delay or failure to perform its obligations under the *Contract* as a result of the *Group* being delayed, hindered or prevented by any circumstances beyond its reasonable control including but not limited to any strike, lock-out or any other industrial dispute, act of God, compliance with requirements of any government port or international authority, plant breakdown, equipment failure and inability to obtain equipment, fuel, power, materials or transportation.
- 21.1. The *Group* shall promptly notify the *Customer* if an event of force majeure arises and during the period in which the *Group* is prevented from performing the *Contract* the *Customer* shall be entitled after giving the *Group* written notice of its intention to do so to purchase *Goods* elsewhere at its own cost and risk and the *Group* shall not be obliged to make up deficiencies which arise as a result.
- 21.1. If an event of force majeure exceeds one month the *Group* may cancel the *Contract* without limiting its other rights or remedies or incurring any liability to the *Customer*.
- 22 TERMINATION
- 22.1. If a Party (the "Breaching Party") is in material breach of a material provision of these Terms and Conditions, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach.
- 22.1. The Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate *Contract*.
- 22.1. Either Party may immediately terminate the *Contract* if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or if an action under any law for the relief of debtors is taken.
23. ORDER OF PRECEDENCE.
- 23.1. Any inconsistency between Group's terms and conditions, Customer's Order, or any other documents related thereto, shall be resolved by giving precedence in the following order: (i) any terms and conditions mutually agreed by the Parties in writing, (ii) Group's Terms and Conditions of Sale, (iii) applicable Customer's Specifications, (iv) Statement of Work or Scope of Services, and (v) Form of Customer's order.
24. DISPUTES AND ARBITRATION.
- 24.1. The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to *Contract*, or to a material breach, including its interpretation, performance, or termination.
- 24.2. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. Unless otherwise mutually agreed by the Parties, the arbitration shall be conducted in English and in accordance with Rules of Arbitration of the International Chamber of Commerce, which shall administer the arbitration and act as appointing authority.
- 24.3. The arbitration, including the rendering of the decision and/or award, shall take place in the United Kingdom, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted.
- 24.4. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties.
- 24.5. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of solicitors' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law.
- 24.6. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded hereunder and shall be so instructed by the Parties.
25. NOTICES.
- 25.1. All notices given by the Parties shall be made in writing and delivered personally or sent by prepaid mail (by airmail if the notice is being communicated internationally), or by facsimile, cable, or email addressed to the intended recipient at its address or at its electronic address.

V.04.2025