

General Terms and Conditions of Business and Sale Eckert & Ziegler BEBIG

1 GENERAL

(1) These General Terms and Conditions of Business and Sale are integral part of the agreements concluded by Eckert & Ziegler BEBIG GmbH ("Seller") regarding deliveries and services. Unless specifically agreed otherwise, all offers, deliveries and services are provided exclusively on the basis of these terms and conditions. Within an existing business relationship these terms and conditions shall become part of the contract even if the Seller does not expressly refer to their inclusion again.

(2) Terms and conditions of the Customer or third parties shall not apply, even if the Seller does not disagree separately. Even if the Seller refers to a writing containing or referring to terms and conditions of the customer or a third party, this does not state consent with validity of those terms and conditions. Any terms and conditions of the Customer may only be deemed accepted if so stated in writing by Seller.

2 CONCLUSION AND CONTENT OF CONTRACT

(1) All offers of Seller are categorically not binding and subject to change. Orders placed by the Customer require written order confirmation by Seller in order to take effect. An order of the Customer shall also be deemed accepted without stated in writing if it is executed by the Seller within an acceptance period of up to 30 days. All ancillary agreements and subsequent changes of contractual agreements are subject to Seller's confirmation.

(2) Specifications concerning the object or service to be supplied and the related graphical representations shall not be fully authoritative. Seller reserves the right to make any change in material or design customary in commerce or which is a technical improvement provided that such change does not impair the use for the purpose stated in the contract.

(3) All documents concerning the offering remain the property of the Seller and may not be reproduced or made accessible to third parties without written consent. Copyrights and other intellectual property rights remain unaffected.

3 TERMS OF DELIVERY AND DISPATCH

(1) Unless specifically agreed otherwise, the times and dates of delivery of goods and performance of services shall be deemed to be only approximate. The delivery period shall commence on the date the order is confirmed by Seller, or, if the Customer is obligated to pay in advance, the date payment is received. If shipment has been agreed, delivery periods and dates refer to the time of handover to the forwarding agent, carrier or any other third party commissioned with the transport.

(2) Insofar as handling (e.g. use, storage, disposal) and purchase, sale, transport and cross-border delivery of radioactive substances are subject to relevant national and international provisions Seller's dispatch of goods and rendering of services are subject to the prior performance of Customer's obligations arising from those provisions.

(3) Notwithstanding of his rights arising from the damage caused by default, the Seller can demand an extension of delivery and performance dates or a postponement of delivery and performance dates by the period during the customer does not fulfill his contractual obligations towards the Seller.

(4) In cases of force majeure and in the event of other circumstances which could not be foreseen at the time the contract was concluded (e.g., operational breakdowns of any kind, difficulties in obtaining materials or energy or in obtaining deliveries from suppliers, delays in transport, non-delivery or late delivery to the Seller, strikes, measures taken by authorities, epidemics), for which Seller is not responsible and which substantially hinder the delivery or render it impossible, Seller shall be entitled to withdraw from the contract, unless the circumstances are of a temporary nature only. In the case of circumstances of a temporary nature, the dates and periods of delivery and performance shall be extended or prolonged by the duration of such circumstances plus a reasonable startup time. If, owing to the delay, the Customer cannot be reasonably expected to accept the goods or services, he is entitled to withdraw from the order by making a declaration in writing to this effect and sending it to Seller without delay. No claims for damages shall be allowed in the cases mentioned in the foregoing. But in every case, Seller is obligated to notify the Customer without delay of the unavailability of goods and services.

(5) Excess quantities and shortages in quantities customary in trade are permissible if it is not apparent that a specific quantity matters. Partial deliveries are also permissible to an appropriate extent. In this case, each partial delivery being deemed to be a complete legal transaction.

(6) Unless specifically agreed otherwise, all goods shall be delivered EXW Eckert & Ziegler BEBIG warehouse Berlin/Germany (Incoterms

2020). If delivery of the goods is delayed due to circumstances which the Customer is responsible for, the risk of loss shall pass to the Customer from the day the goods are ready for dispatch.

(7) If the Seller is in default with a service or delivery or if a delivery or service becomes impossible for him, for whatever reason, the liability of the Seller is limited to damages in accordance with clause 6 of these General Terms and Conditions of Business and Delivery.

4 PRICES AND TERMS OF PAYMENT

(1) Pricing for the agreed goods and services shall be based on the relevant price lists of Seller as amended from time to time, unless Customer-specific prices have been agreed.

(2) Unless agreed otherwise, all prices are quoted EXW Eckert & Ziegler BEBIG warehouse Berlin/Germany (Incoterms 2020), not including statutory value-added tax as valid at the time concerned and, if applicable, charges for packaging, shipping, customs and transport insurance which all will be invoiced separately.

(3) Unless agreed otherwise, payment shall be made without deduction within 30 days of the date of the invoice. Notwithstanding the foregoing, Seller may withhold shipments until advance payment or satisfactory security is received. Cheques and bills of exchange are accepted in lieu of payment, pending full payment of the debt.

(4) The seller is entitled to demand interest on arrears at the statutory rate until full payment has been made. This does not exclude the assertion of further damages.

(5) Moreover, notwithstanding Customer's provisions to the contrary, Seller is entitled first to set off payments against Customer's older debts. Customer shall not be entitled to withhold payment on account of Customer's counterclaims or to set it off against such counter-claims unless such counterclaims are uncontested or recognized by declaratory judgment.

(6) If, after concluding the contractual agreement with the Customer, circumstances become known to Seller which tend to substantially undermine confidence in Customer's willingness or ability to pay, Seller is entitled, notwithstanding agreements to the contrary, to make the deliveries and services contingent on advance payment or satisfactory security or after setting a reasonable period for payment or security, to withdraw from the contract.

(7) Facts, which questioned the solvency of the Customer, are in particular permanent seizures or other enforcement measures in the customer's assets as well as the application for or the opening of insolvency proceedings of the Customer or the cessation of insolvency proceedings over the customer's assets for lack of assets.

5 WARRANTY

(1) Seller warrants its goods upon passing of the risk to be free of material defects. The goods are free from material defects if they have the agreed quality or the quality described in Seller's current catalogues or specifications. It is also a material defect if the agreed installation by the Seller has been carried out improperly. Seller further warrants its services to be of a workmanlike quality.

(2) This warranty does not apply to goods which have been repaired or altered by other than authorized representatives of Seller, which have been subject to misuse, negligence or accident or which have been operated or maintained or inspected other than in the strictest accordance with the applicable manuals or instructions furnished by Seller.

(3) The goods supplied shall be carefully inspected by the Customer for obvious defects immediately after their arrival. The goods shall be deemed to have been accepted, unless Seller receives a written notice of defects within ten (7) calendar days of delivery. If, despite careful inspection, defects are not recognized, this period of notice shall apply from the time of discovery of the defects. Moreover, damage to the packaging and other obvious damage that occurred to the goods in transit shall be compulsory reported to the carrier, haulage contractor or other person charged with the execution of the dispatch at the moment the goods are delivered.

(4) In case of defects, Seller is obligated to remedy them or to supply goods free from defects within a reasonable period of time, the choice being left to Seller. The Customer shall not have the option of withdrawing from the order or reducing the purchase price until the removal of defects fails or does not take place within a reasonable period.

(5) At Seller's request, goods found to be defective shall be returned carriage paid and properly packed. The necessary freight return costs will be refunded by Seller if the notice of defect is justified.

6 LIABILITY

- (1) Unless otherwise stated in these General Terms and Conditions of Business and Sale, the Seller shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) The seller is liable for damages - on whatever legal grounds – in case of intent and gross negligence. In all cases involving slight negligence, the Seller is liable, subject to a milder standard of liability, in accordance with the statutory provisions, for damages resulting from injury to life, body or health and for damages resulting from a not inconsiderable breach of an essential contractual obligation (cardinal obligation). In the latter case, liability is limited to compensation for typical, foreseeable damage.
- (3) These limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and vicarious agents of the Seller.
- (4) The limitations of liability do not apply, if the Seller maliciously concealed the defect, exceptionally assumed a guarantee for the quality of the goods or if claims arising from the Product Liability Act exist for the Customer.

7 RESERVATION OF TITLE

- (1) Supplier reserves the title to the goods until payment for them is made in full (conditional commodities). This also applies to all future deliveries, even if the Seller does not explicitly refer to it again.
- (2) The Customer is obliged to treat the conditional commodities with care as long as ownership has not yet passed to him. In particular, he is obliged to sufficiently insure the conditional commodities at his own expense against theft, fire, water and other damage. If maintenance and inspection work has to be carried out, the customer must also bear this at his own expense.
- (3) If the Customer defaults on his payments, the Supplier is entitled to bar the Customer from using the conditional commodities and to take them back at Seller's discretion. Taking back the goods constitutes a withdrawal from the contract only if Seller expressly declares this to be the case. If Seller takes back the goods, Seller is authorised to sell them, the net proceeds being set off against the accounts payable by the Customer.
- (4) If the Customer is not in default, he is entitled to sell the reserved goods to third parties in the ordinary course of business. Already at this point, the Customer assigns to Seller the claims he is entitled to from this sale to third parties, including any ancillary rights. The Customer shall ensure that the claims resulting from this devolve upon Seller. Until further notice, the Customer shall be entitled to collect the claims assigned to Seller in his own name and at his own expense. Seller is not entitled to revoke this authorization so long as the Customer meets his payment obligations arising from the business relationship. If conditions for revocation exist and if notice of revocation is given by Seller, Buyer shall be obligated to disclose the unpaid claims and their debtors, to obtain the information and documents necessary for collection and, without delay, to notify the debtor of the assignment.
- (5) If the conditional commodities are processed by the Customer, it is agreed, that the processing is carried out in the name and for the account of the Seller as manufacturer and the Seller directly acquires ownership or, if the processing is made from materials of several owners or the value of the processed object is higher than the value of the conditional commodities, co-ownership of the newly created object in proportion of the value of the conditional commodities to the value of the newly create object. In the event that no such acquisition of ownership should occur at the seller, the customer transfers his future ownership or co-ownership of the newly created item to the seller as security.
- (6) In the event of seizure of the reserved goods by third parties, particularly in the event of attachment, Buyer shall indicate that it is Seller's property and inform Seller forthwith. Buyer is not entitled to pledge and transfer by way of security the reserved goods.

8 LIMITATION PERIOD

- (1) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall

be one year from delivery. Insofar as an acceptance has been agreed, the limitation period begins with the acceptance. This period shall not apply to claims for damages by the Customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the Seller or his vicarious agents, which shall become statute-barred in accordance with the statutory provisions in each case.

- (2) The limitation periods of the purchase right also apply to contractual and non-contractual claims for damages of the Customer, which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases.

9 RETRUNS

- (1) Radioactive material may be returned for the purpose of withdrawal (e.g. disposal, recovery or recycling) or due to complaints. Requests for recycling will only arranged through the Seller upon presentation of the certificate belonging to the source. The source must be dense and free of contamination.
- (2) Return pursuant to para. 1 sentence 1 is only possible for sources for which the Seller or one of our legal predecessors is the distributor. The Seller is not obliged to take back the goods. Sentence 2 does not apply to highly radioactive sources. If there are country-specific statutory take-back obligations, sentence 2 does not apply.
- (3) The prior written consent of the Seller is required for the return shipment. The shipment is at the risk and expense of the Customer. The Customer must announce the shipment of the radioactive material within a reasonable period of time and attune the shipment with the Seller. The Customer is solely responsible for the correct declaration of the radiation sources to be returned in accordance with the Seller's acceptance conditions for the purpose of compliance with the relevant hazardous materials regulations. This responsibility includes in particular the obligation to classify the radiation sources to be returned properly and in accordance with legal regulations, the permissible packaging and its marking as well as the documentation in accordance with the relevant hazardous material regulations. The Customer is liable for the correctness and completeness of the information provided and for all damages resulting from incomplete or incorrect information.
- (4) Returns received without the written consent of the seller or without prior notice in accordance with para. 3 will be returned freight collect. Alternatively, the seller can also store the radioactive materials at the expense of the customer in a forwarding warehouse. For the processing of the returns and for any necessary quality controls, the seller may charge the customer a processing fee.
- (5) Suitable approved packaging has to be used for the return of the radioactive material (preferably the packaging used for the delivery). Alternatively, the Customer can request packaging suitable for return from the Seller and use this for shipping. The Seller is entitled to charge the customer lending fees for the provision of suitable packaging. Proof of the suitability of the packaging must be provided by the Customer and must be confirmed in writing by the Seller.
- (6) The Customer bears the costs and risks of the return.

10 CONCLUDING CLAUSES

- (1) The place of performance for all obligations arising from the contractual relationship and the legal venue for any disputes arising from the contractual relationship is the registered office of Seller.
- (2) The legal relationships between Seller and Customer are subject exclusively to the law of the country in which Seller has its registered office. The United Nations Convention on Contracts of the International Sale of Goods shall not apply.
- (3) If individual provisions of the present Terms and Conditions or parts thereof are or become null and void, this shall not affect the validity of the remaining portion or of the remaining provisions. It shall be deemed to have been agreed that in the place of the provision or part thereof that is null and void, that legally valid provision shall apply, which, in a legally permissible manner, comes as close as possible to the economic objective pursued with the provision that is null and void. The same applies mutatis mutandis, if the contract should prove a loophole.

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