



IBA DOSIMETRY GENERAL TERMS AND CONDITIONS

1. Applicability.

(a) These terms and conditions of sale (these "Terms"), or any newer version hereof as published on <https://www.iba-dosimetry.com/legal> prior the date of agreement of a certain transaction, are the only terms which govern the sale of goods ("Goods") and/or services ("Services") by companies of the IBA Dosimetry GmbH group of companies (currently including IBA Dosimetry GmbH, Germany; IBA Dosimetry India Pte. Ltd., India; IBA Dosimetry Shanghai Co., Ltd., China), as the case might be ("IBA") to the Customer named in the confirmed purchase order, order confirmation or other contract ("Customer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties or a Sales Confirmation is in existence covering the sale of Goods and/or Services, the terms and conditions of said contract/Sales Confirmation shall prevail to the extent they are inconsistent with these Terms.

(b) An order made by Customer constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Terms. An order shall only be deemed to be accepted if IBA issues a written acceptance of such order, at which point and on which date the Sales Agreement shall come into existence. The quotation/confirmation of sale/invoice (the "Sales Confirmation"), if any, the written contract signed by both parties regarding the matter of the transaction, if any, and these Terms (as long as not explicitly excluded by the parties in the written contract) comprise the entire agreement between the parties (collectively, the "Sales Agreement"), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and the Sales Agreement in general replaces any of Customer's general terms and conditions of purchase (or similar terms) in their entirety, regardless of whether or when Customer has submitted its purchase order or such terms. Fulfilment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods and/or Performance of Services.

(a) The Goods will be delivered within a reasonable time after the receipt of Customer's purchase order, subject to availability Goods. IBA shall not be liable for any delays, loss, or damage caused in transit.

(b) Unless otherwise agreed in writing by the parties, IBA shall deliver the Goods EXW IBA's premises Incoterms 2020 (the "Delivery Point") using IBA's standard methods for packaging and shipping for such Goods. Customer shall take delivery of the Goods at the date stipulated in the Sales Agreement or stipulated in the notification to Customer (whereas such notification shall generally be given at least 3 days in advance). Customer shall be responsible for loading, all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point (at least in accordance with the applicable Incoterm). Transfer of risk shall be according to the Incoterm applicable to the respective delivery.

(c) IBA may, in its sole discretion, without compensation, liability or penalty, make partial shipments and transshipments.

(d) If, for any reason, Customer fails to accept delivery of any of the Goods on the date fixed, or if IBA is unable to deliver the Goods at the Delivery Point on such date for reasons within the sphere of responsibility of Customer (including but not limited to missing or inappropriate instructions, documents, licenses, authorizations), then (i) the risk of loss to the Goods shall pass to Customer on the date fixed; (ii) the Goods shall be deemed to have been delivered; and (iii) IBA, at its discretion, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

(e) Regarding any Services in general, insofar as applicable, Customer shall (i) cooperate with IBA in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by IBA, for the purposes of performing the Services; (ii) respond promptly to any IBA request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for IBA to perform Services in accordance with the requirements of the Sales Agreement; (iii) provide such customer materials or information as IBA may request or require to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

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IBA shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. IBA may, from time to time, change certain aspects of the Services without the consent of Customer, provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

3. Non-Delivery.

(a) IBA shall not be liable for any non-delivery of Goods (even if caused by IBA's negligence) unless Customer gives written notice to IBA of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.

(b) Any liability of IBA for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Title. Title passes to Customer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, if not paid in full upon delivery of the Goods at the Delivery Point, Customer hereby grants to IBA a lien on and security interest in and to all of the right, title, and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Title to Software provided to Customer as a part of any Product, whether embedded therein or provided separately, as well as any software sold as such to Customer in whatever form (including SaaS) is not acquired by Customer at any time – Customer solely acquires a license to use itself any such software in connection with the Product sold or independently, as the case may be, for its intended use, without the right to sublicense, alter, modify, disassemble or similar. All intellectual property rights or copyrights regarding any software fully remain with IBA and/or its suppliers.

5. Customer's Acts or Omissions. If IBA's performance of its obligations under the Sales Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees (or any occurrence out of the sphere of responsibility of IBA in general causing such prevention or delay, other than caused by a Force Majeure Event), IBA shall not be deemed in breach of its obligations under the Sales Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Customer shall be liable for any costs, charges, or losses sustained or incurred by IBA, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection and Rejection of Non-Conforming Goods.

(a) Customer shall inspect the Goods within 3 days of receipt ("Inspection Period"), notify IBA in writing of any Non-Conforming Goods during the Inspection Period and furnish such written evidence or other documentation as reasonably required by IBA. "Non-Conforming Goods" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) Only if Customer timely notifies IBA of any Non-Conforming Goods, IBA shall, in its sole discretion, (i) replace such Non-Conforming Goods with conforming Goods, or (ii) credit or refund the Price for such Non-Conforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Non-Conforming Goods to IBA's facility indicated.

(c) Customer acknowledges and agrees that the remedies set forth in section 7(b) are Customer's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under section 7(b), as a general rule, all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under the Sales Agreement to IBA.

7. Price.

(a) Customer purchases the Goods and/or Services from IBA at the prices (the "Price") set forth in IBA's Sales Confirmation and/or the Sales Agreement.

(b) If not explicitly included in the Price, Customer agrees to reimburse IBA for all reasonable travel and out-of-pocket expenses incurred by IBA in connection with the performance of the Services.

(c) All Prices are exclusive of all sales, goods or services tax, value added tax, use or excise tax, and any other similar taxes, as well as duties, withholdings and charges of any kind imposed by any governmental authority, regulatory body or the like on any amounts payable by Customer. Customer shall solely be responsible for all such charges, costs, and taxes. Direct taxes applicable to IBA such as taxes strictly linked to IBA's income, revenues or gross receipts shall be borne by IBA. If applicable, Partner is responsible to provide IBA with sufficient documentation to prove exportation out of the European Union of the respective Goods. Any VAT or other costs incurred by IBA due to failure to provide such documentation shall be entirely at Customer's charge.

8. Payment Terms.

(a) Customer shall pay all amounts invoiced or otherwise due to IBA on their respective due date the latest. If not stipulated otherwise, amounts invoiced shall be due the latest on the 5th day following the date of invoicing.

Customer shall pay the amount due in full without any deductions or withholdings and in EUR or in any other currency accepted by IBA in writing. All payments shall be made by bank transfer from Partner's bank account to IBA's bank account specified by IBA.

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(b) IBA, in its discretion, may claim interest on all late payments at the lesser of the late payment interest rate as published by ECB (at the moment of payment delay) plus 8% points per annum or the highest rate permissible under applicable law. Customer shall reimburse IBA for all costs incurred in collecting any late payments, including, without limitation, legal fees on a full indemnity basis. In addition to all other remedies available under these Terms or at law (which IBA does not waive by the exercise of any rights hereunder), IBA shall be entitled to suspend the delivery of any Goods or performance of any Services, or cancel the respective and/or other orders, if Customer fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with IBA, whether relating to IBA's breach, bankruptcy or otherwise.

In case of any kind of claim linked to or concerning a part of any purchase only Customer may in no case based on such claim withhold payment in full or any parts of payment not directly linked to such claim.

(d) Indexation: Insofar Prices or any payment due is to be adapted according to inflation, indexed or similar, it shall be indexed based on the CPI EZB Harmonized index of consumer prices (HICP). In case this index should become unavailable, the Parties shall agree in good faith to apply an alternative index the scope of which shall be as closely to above index as possible.

Indexation shall only apply in cases where the index on date of invoice exceeds the index on Effective Date.

9. Limited Warranty.

(a) IBA warrants to Customer that for a period of 12 months from the date the Goods have been delivered at the Delivery Point ("Warranty Period") that such Goods will materially conform to their respective specifications in effect as of the date of shipment and will be free from material defects in material and workmanship.

(b) IBA warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Sales Agreement.

(c) Except for the warranties set forth in section 9(a) and section 9(b), IBA makes no condition or warranty whatsoever with respect to the Goods or Services, including any (a) condition or warranty of merchantability; (b) condition or warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

(d) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with,

the Goods. Third Party Products are not covered by the warranty in section 9(a). For the avoidance of doubt, IBA makes no representations, conditions, or warranties with respect to any Third Party Product, including any (a) condition or warranty of merchantability; (b) condition or warranty of fitness for a particular purpose; (c) condition or warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Claims in regard of any Third Party Product shall exclusively be brought forward against their respective manufacturer, not IBA.

(e) IBA shall not be liable for a breach of the warranties set forth in section 9(a) and section 9(b) unless:

(i) Customer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to IBA within 3 days of the time when Customer discovers or ought to have discovered the defect; (ii) if applicable, IBA is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in section 9(a) to examine such Goods and Customer (if requested to do so by IBA) returns such Goods to IBA's place of business for the examination to take place there; and (iii) IBA reasonably verifies Customer's claim that the Goods or Services are defective.

(f) IBA shall not be liable for a breach of the warranty set forth in section 9(a) or section 9(b) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow IBA's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Customer alters or repairs or has altered or repaired such Goods without the prior written consent of IBA.

(g) Subject to section 9(e) and section 9(f) above, with respect to any such Goods during the Warranty Period, IBA shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part thereof) or (ii) credit or refund the Price of such Goods at the pro rata contract rate provided that, if IBA so requests, Customer returns such Goods to IBA.

(h) Subject to section 9(e) and section 9(f) above, with respect to any Services subject to a claim under the warranty set forth in section 9(b), IBA shall, in its sole discretion, (i) repair or reperform the applicable Services or (ii) credit or refund the Price of such Services at the pro rata contract rate.

(i) The remedies set forth in section 9(g) and section 9(h) shall be the Customer's sole and exclusive remedy and IBA's entire liability for any breach of the limited warranties set forth in section 9(a) and section 9(b), respectively.

10. Limitation of Liability.

(a) In no event shall IBA be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of these

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terms, whether or not the possibility of such damages has been disclosed in advance by customer or could have been reasonably foreseen by Customer, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(b) In no event shall IBA's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the amounts paid to IBA for the respective Goods and Services related to which any liability is invoked.

(c) The limitation of liability set forth in section 10(b) shall not apply to (i) liability resulting from IBA's gross negligence or willful misconduct, and (ii) death or bodily injury resulting from IBA's acts or omissions.

11. Insurance. During the term of the Sales Agreement Customer shall, at its own expense, maintain and carry adequate insurance which generally includes, but is not limited to, commercial general liability at coverages adequate to the Customer's business.

12. Compliance with Law. Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Sales Agreement, as well as to use, operate, maintain (as the case may be) the Goods and/or Services.

Customer shall comply with all export and import laws of all countries involved in the sale of the Goods under the Sales Agreement or any resale of the Goods by Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance.

Customer acknowledges that the Goods might least be partially manufactured in the European Union and/or the United States of America and are hence subject to export control regulations in these territories. Customer therefore undertake to comply with all export control regulations and embargoes of national authorities applicable to Customer, the authorities in the Federal Republic of Germany, in the European Union and in the United States of America (the 'Export Regulations').

In order to enable export control checks, Customer, upon simple request by IBA, shall provide IBA with all information pertaining to the ultimate customer and the end use of the Goods and Services.

Customer agrees that any resale of any of the Goods or Services shall at all times be subject to all the Export Regulations in force at that moment in time, independently of the physical location of the Goods.

Customer therefore agrees not to sell, export or re-export, directly or indirectly, or otherwise make available any of the Goods, Services or any goods or services supplied under or in connection with the Sales Agreement in general (a 'Re-Sale') to or for use in any territory where a Re-Sale is not authorized according to Export Regulations in force at that moment in time.

Customer undertakes its best efforts to ensure that the purpose of this section 12 is not frustrated by any third parties further down the commercial chain, including by possible resellers. Therefore, Customer agrees to contractually bind all its customers to fully adhere to all the provisions contained in this section 12, including the present obligation to bind any (further) customers accordingly, further including the respect of all Export Regulations in force at the moment in time of any Re-Sale of any of the Goods or Services.

Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this section 12, and Customer shall use best efforts to enforce all its provisions. Customer shall immediately inform IBA about any problems in applying this section 12, including any relevant activities by third parties that could frustrate the purpose thereof. Customer shall make available to IBA information concerning compliance with the obligations under this section 12 immediately upon the simple request of such information.

Any violation of this section 12 constitutes a material breach of an essential element of the Sales Agreement, and IBA shall be entitled to seek appropriate remedies, including, but not limited to termination of the Sales Agreement and full compensation of any damages it might have occurred, including to its reputation.

IBA may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods

13. Termination. In addition to any remedies that may be provided under these Terms, IBA may terminate the Sales Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under the Sales Agreement and such failure continues for 10 days after Customer's has been issued a written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, liquidation, reorganization, or assignment for the benefit of creditors.

14. Waiver. No waiver by IBA of any of the provisions of the Sales Agreement is effective unless explicitly set forth in writing and signed by IBA. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Sales Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of IBA, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates,

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disclosed by IBA to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Sales Agreement is confidential, solely for the use of performing the Sales Agreement and may not be disclosed or copied unless authorized in advance by IBA in writing. This also applies to the Sales Agreement and the Terms. Upon IBA's request, Customer shall promptly return all documents and other materials received from IBA. IBA shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

16. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Sales Agreement, for any failure or delay in fulfilling or performing any term of the Sales Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's ("Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of the Sales Agreement; (g) national or regional emergency; (h) strikes, lockouts, labor stoppages or slowdowns, labor disputes, or other industrial disturbances; (i) failure of any governmental or public authority to grant a necessary license or consent; and (j) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

17. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under the Sales Agreement without the prior written consent of IBA. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Customer of any of its obligations under the Sales Agreement.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Sales Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. The Sales Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and

nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

20. Governing Law. All matters arising out of or relating to the Sales Agreement are governed by and construed in accordance with the laws of Switzerland without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Sales Agreement.

This section 20 shall not apply regarding Customers located in Germany.

21. Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to the Sales Agreement, including all exhibits, schedules, attachments, and appendices attached to the Sales Agreement, and all contemplated transactions, 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. Place of arbitration shall be Zurich, Switzerland, and arbitration shall be conducted in English exclusively. This section 21 shall not apply regarding Customers located in Germany.

22. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under the Sales Agreement other than routine communications having no legal effect (each, a "Notice") in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Notices sent in accordance with this section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by an internationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email.

23. Severability. If any term or provision of the Sales Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Sales Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Sales Agreement.

25. Amendment and Modification. Other than stated in section 1 (a), these Terms may only be amended or modified in a writing stating specifically that it amends these Terms and that is signed by an authorized representative of each party.