

## RSCS Standard Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SERVICES, RELATED OBLIGATIONS AND PRODUCTS (collectively called "Products & Services") OFFERED BY RADIATION SAFETY & CONTROL SERVICES, INC. (HEREINAFTER CALLED "RSCS") FOR THE CONSIDERATION SPECIFIED IN THE APPLICABLE QUOTATION OR CONTRACT. THESE TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE INTO ANY QUOTATION, PROPOSAL OR CONTRACT (ALL COLLECTIVELY REFERRED TO AS THE "CONTRACT") AND SHALL GOVERN. NOTWITHSTANDING ANY CONTRADICTORY, MODIFYING OR ADDITIONAL TERMS OR CONDITIONS THAT MAY BE CONTAINED IN A BUYER'S REQUEST FOR QUOTATION, PURCHASE ORDER, OR OTHER DOCUMENTATION. BUYER'S ACCEPTANCE OR OPERATIONAL USE OF ANY SERVICES DELIVERED BY RSCS SHALL CONSTITUTE THE BUYER'S FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS.

### 1. Prices

RSCS' offer 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 offer. 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 goods or services proposed. Unless otherwise specified, this offer is valid for thirty (30) days from the date of submission.

### 2. Payment Terms and Remit To: Address

Except as otherwise set forth in the offer, payment terms are net 30 days with approved credit. RSCS shall submit invoices upon shipment of goods, completion of milestones, or performance of services as provided in the payment schedule of RSCS' offer. Partial deliveries shall be allowed. If Buyer fails to make any payment to RSCS as required, RSCS shall have the right exercisable at RSCS' sole discretion, in addition to its other rights and remedies, to cease further performance. RSCS shall have a lien upon and may retain or repossess any and all deliverables if Buyer does not make full payment to RSCS.

Except as otherwise set forth in the offer, payments shall be made in US Dollars and shall be remitted by check, credit card or by Electronic Fund Transfer. Remit funds to the following address:

#### **Radiation Safety & Control Services, Inc.**

91Portsmouth Avenue

Stratham, New Hampshire 03885-2468

Contact: Accounting (603) 778-2871

Any payment by check shall indicate the RSCS Invoice Number

### 3. Acceptance by Buyer

Except as otherwise set forth in the offer, the Products and Services delivered under the Contract shall be deemed accepted at the time they are delivered, in accordance with Article 9, or when services are rendered. Buyer shall notify RSCS in writing within ten (10) days of receipt of the Products and/or Services of any claim for shortage failure of the Products and/or Services to meet the requirements set forth in the Contract.

### 4. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under the Contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, 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 the 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.

### 5. Permits, Licenses and Fees

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. Any license or permit fee imposed for the performance of work shall be borne by the Buyer.

### 6. Differing Site Conditions

RSCS 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 RSCS' cost of, or the time required for performance of any part of the work under the Contract, RSCS reserves the right to change the scope of the contract. 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, RSCS shall submit a proposed adjustment to the purchase price, schedule and/or any other provision affected by the change. Upon reaching a mutual agreement in writing thereto, RSCS shall proceed with such change.

### 7. Delivery of Products

Except as otherwise set forth in the offer, all goods shall be shipped FOB (origin). Buyer shall bear the risk of loss or damage to the goods from any casualty subsequent to delivery to the delivery point. Physical title to the Products shall pass to Buyer upon delivery to any freight carrier. If the Buyer is unable to accept delivery, at no fault of RSCS, at the delivery time specified in the contract, the Buyer will authorize RSCS in writing to ship the Products in place at RSCS' facility, or other mutually agreed upon location, and will acknowledge acceptance of the Products including title, risk of loss, and commencement of warranty.

### 8. Proprietary Information

The design, production and operation of Products, in any form, are proprietary information and trade secrets of RSCS. Buyer agrees that it will keep in confidence and prevent the disclosure to any unauthorized person or persons, any and all proprietary or confidential information related to the Product that is disclosed to Buyer pursuant to this Agreement. Buyer shall not modify, reverse engineer, improve or otherwise change any Product or parts thereof, or any of RSCS' proprietary rights related thereto, and shall not use, incorporate or in any way use any of RSCS' proprietary rights or confidential information (whether disclosed separately or embodied in any of the Products) in Buyer's own products or business activities. Buyer acknowledges that, in the event of Buyer's breach of any of the foregoing provisions, RSCS will not have an adequate remedy in money or damages and that RSCS shall therefore be entitled to seek preliminary or permanent injunctive relief, against such breach from any court of competent jurisdiction. RSCS' right to obtain such injunctive relief shall not be construed as any limit of its right to seek further legal and equitable remedies.

#### 9 Intellectual Property Rights

RSCS shall solely own and have exclusive worldwide right, title and interest in and to all United States and foreign patents, trademarks, service marks, copyrights, mask works, trade secrets, software and all other intellectual and industrial property rights in any way related to the Products and all modifications, improvements and derivative works related thereto ("Product Intellectual Property Rights" or "Product IPR"). Title to all such Product IPR shall at all times remain with RSCS, and Buyer's use thereof shall be restricted under the non-exclusive licenses granted by RSCS.

#### 10 Publicity

Buyer shall not use RSCS' name or any trademarks relating to the Products and Services in any publicity or advertising campaign without the prior written permission of RSCS. Upon execution of this Agreement, either Party may issue a press release regarding the subject matter of this Agreement upon receipt of written approval of that press release from the other party.

#### 11 Assignment

The Quote or Proposal is not assignable without the prior written consent of RSCS. Any attempt by the Buyer to assign any of the rights, duties or obligations of the Quote or Proposal without such consent shall be null and void.

#### 12 Notices

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 electronic means such as email or facsimile to the party with confirmation of receipt.

#### 13 Indemnification

Buyer shall assume full responsibility for use of the Products after purchase and shall indemnify, defend and hold RSCS 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 (a) the manner in which Buyer and/or any of its customers or end users use or operate the Products; (b) any personal injuries, property damages or other losses resulting or occurring from the use by Buyer, its customers or end users; (c) defects or other problems with other component parts, equipment or materials produced or supplied by anyone other than RSCS and that may be used with the Products; and/or (d) Buyer's transactions with its sub licensees, end users or other parties involving the Products or Services.

#### 14 Limitation of Liability

RSCS' total liability to Buyer and all liabilities arising out of or related to the Contract, 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 RSCS under the Contract, or under the specific delivery order at issue, whichever is less. In no event shall either party be liable to the other for any special, indirect, incidental, consequential, or economic 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.

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

#### 15 Taxes (Applicable to goods and services delivered or performed in the U.S.A.)

The prices set forth in proposals and quotes, unless specifically stated otherwise, do not include sales, or use taxes or gross receipts taxes or other applicable state or local government taxes which may be applicable to the goods and/or services delivered hereunder. Unless RSCS receives a sales tax certificate which exempts the goods and/or services from such taxes, RSCS shall invoice and Buyer shall reimburse RSCS for the tax in addition to the stated prices set forth herein.

#### 16 Taxes and Duties (Applicable to goods and services delivered or performed outside the U.S.A.)

A. The quote or proposal price, including the prices in any subcontracts, does not include any taxes, including VAT, GST, HST, withholding taxes, duties, assessments, liens, or similar charges levied upon RSCS by an entity other than the U.S. government or a political subdivision thereof (hereinafter "Foreign Taxes"), which could be incurred by RSCS as a result of the Contract. If RSCS, 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 RSCS for the full amount of Foreign Taxes or Foreign Penalties. If RSCS, 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 RSCS for the full cost to prepare and file any such return or report ("Foreign Return Charges"). If no further payments are due to RSCS under the Contract, Buyer shall reimburse RSCS for all Foreign Taxes, Penalties and Return Charges within 30 days of receiving an invoice for such amounts from RSCS.

B. If RSCS is required to collect VAT, GST, HST or similar sales or use taxes, RSCS 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 RSCS is not registered to collect VAT, GST, HST or similar taxes, Buyer will pay such amounts directly to the taxing authority.

C. If after the effective date of the 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 RSCS, its subcontractors or their respective employees financial responsibility hereunder, the Contract price shall be correspondingly increased.

#### 17 Import/Export Regulations

(Applicable for sales to Buyers and/or shipments outside the United States of America) Buyer agrees that RSCS' performance under the Contract is subject to all of the required and continuing United States (U.S.) Government import and export regulations.

#### 18 Termination

Termination: Either party may only assert that the Contract is terminated for default pursuant to a material breach by the other party. In all such cases, the breaching party 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 the breaching party receives a written cure notice from the asserting party specifying the nature of the breaching party's failure to comply with a material provision of the Contract.

19 Warranties

RSCS Products, new, refurbished or resold, are provided with a one (1) year return to factory warranty against defects in materials and workmanship from the date and location of the FOB shipment. RSCS will repair or, at its option replace at no charge to the Buyer the Product, subject to the limitations herein. To request warranty service, the Buyer must call RSCS' service coordinator for a return material authorization number (RMA). Buyer shall ship any defective parts in accordance with RSCS' return instructions together with any required documentation including details of the problems or failure, freight prepaid, to RSCS' repair facility. Upon receipt at RSCS' repair facility, RSCS shall be responsible for the costs and risk of loss of returning the repaired or replaced equipment to the Buyer. RSCS will retain and own all parts removed from the repaired equipment.

20 Modifications, Complete Agreement

No modifications of these Terms and Condition shall be effective unless in writing and signed by authorized representatives of the parties.

21 Applicable Law and Disputes

A. The Contract shall be interpreted, construed and governed by, and the relations between the parties determined by the law's in force in the New Hampshire, United States of America.

B. Should any disputes or differences of any kind arise between the Buyer and RSCS, in connection with or arising out of the 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.

C. If no binding agreement can be reached, then the Buyer and RSCS will have the right to proceed to resolve the dispute through arbitration as follows: **(1) For Buyers within the United States**, arbitration shall be conducted according to the Rules of the American Arbitration Association ("AAA") for arbitration in the State of New

Hampshire, United States of America before one or more arbitrators) appointed in accordance with such rules; **(2) For Buyers outside the United States**, arbitration shall be 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. The Arbitrator's decision will be final, binding and irrevocable upon both the Buyer and RSCS and not subject to any direct or indirect legal means. Arbitration shall take place in Stratham, New Hampshire, U.S.A.

D. 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. Buyer and RSCS hereby waive 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.

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

22 Severability

If any provision of the 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.

23 Order of Precedence

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) and Statement of Work or specification referenced or attached hereto; (d) any other attachment.