

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

1 GENERAL

- (1) Unless specifically agreed otherwise, the following General Terms and Conditions of Business and Sale shall exclusively govern both the sale of goods and the furnishing of services by Seller to Buyer.
- (2) Any terms and conditions of Buyer conflicting with these Terms and Conditions, may only be deemed accepted if so stated in writing by Seller.

2 CONCLUSION AND CONTENT OF CONTRACT

- (1) All offers of Seller are not binding and subject to change. Orders placed by Buyer require written order confirmation by Seller in order to take effect. 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 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 Buyer is obligated to pay in advance, the date payment is received.
- (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 Buyer's obligations arising from those provisions.
- (3) 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, strikes, measures taken by authorities), 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 Buyer 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 Buyer without delay of the unavailability of goods and services.
- (4) 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, each partial delivery being deemed to be a complete legal transaction.
- (5) Unless specifically agreed otherwise, all goods shall be delivered EXW Eckert & Ziegler BEBIG warehouse Berlin/Germany (Incoterms 2010). If delivery of the goods is delayed due to circumstances which Buyer is responsible for, the risk of loss shall pass to Buyer from the day the goods are ready for dispatch.

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 Buyer-specific prices have been agreed. Additional or special services shall be billed separately.
- (2) Unless agreed otherwise, all prices are quoted EXW Eckert & Ziegler BEBIG warehouse Berlin/Germany (Incoterms 2010), 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) All invoiced amounts, which are not paid when due, shall bear interest until paid in full at the applicable rate governed by law, but in any case at 7 percent per annum above the current interest rate on the main refinancing operations of the European Central Bank. This does not exclude asserting claims for other damages.
- (5) Moreover, notwithstanding Buyer's provisions to the contrary, Seller is entitled first to set off payments against Buyer's older debts. Buyer shall not be entitled to withhold payment on account of Buyer's counterclaims or to set it off against such counterclaims unless such counterclaims are uncontested or recognized by declaratory judgment.
- (6) If, after concluding the contractual agreement with the Buyer, circumstances become known to Seller which tend to substantially undermine confidence in Buyer'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.

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
- (2) Warrants its services to be of a workmanlike quality.
- (3) 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.
- (4) The goods supplied shall be carefully inspected by Buyer 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 (14) calendar days of delivery. If, despite careful inspection, defects are not recognised, 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.
- (5) 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. Buyer 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.

(6) 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.

(7) The warranty period is limited to the duration of one year of the delivery of the goods.

6 LIABILITY

- (1) In all cases involving slight negligence, Seller's liability for damages, in particular due to breaches of duty arising from the contractual relationship and from statutory provisions, is limited to compensation for typical, predictable damage, unless breach of a substantial contractual obligation is concerned. Similarly, this exemption from liability does not apply to cases of injury to life, limb or health of persons or cases of liability without fault which are governed by law. However, it does apply in equal measure to the personal liability of our statutory and vicarious agents.
- (2) Unless certain limitation periods are imperatively regulated by law, the limitation period for liability claims against Seller shall be one (1) year calculated from the commencement of limitation periods as governed by law.

7 RESERVATION OF TITLE

- (1) Supplier reserves the title to the goods until payment for them is made in full (reserved goods).
- (2) If Buyer defaults on his payments, Supplier is entitled to bar the Buyer from using the reserved goods 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 Buyer.
- (3) If Buyer 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, Buyer assigns to Seller the claims he is entitled to from this sale to third parties, including any ancillary rights. Buyer shall ensure that the claims resulting from this devolve upon Seller. Until further notice, Buyer 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 authorisation so long as Buyer 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.
- (4) 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 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 Buyer 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 incomplete.