

### Company Information

#### Definitions

**Buyer** is the Customer or End User

**Product** is Thermal Ionization Mass Spectrometer, spare parts and services

**Isotopx** is the supplier

**These terms and conditions govern the sale of all products and services ("products") by Isotopx Limited or its subsidiaries ("Isotopx") and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication ("purchase order") from buyer. These terms and conditions may only be waived or modified in a written agreement signed by an authorised representative of Isotopx. Neither Isotopx's acknowledgment of a purchase order nor Isotopx's failure to object to conflicting, contrary or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof**

**1. ORDERS.** All orders received are subject to acceptance by Isotopx. Where an export license is required, an order can only be accepted on receipt of an export license from the UK Government.

**2. ORDER ACKNOWLEDGEMENT.** Following Contract Review, and receipt of an export license, Isotopx will provide the Buyer with an order acknowledgement which defines the instrument configuration as per the purchase order, specification, the expected delivery date, points of contact within Isotopx, a copy of Isotopx Standard Terms and Conditions and Site Requirement Guide.

**3. CANCELLATION.** If an order is cancelled by the Buyer a cancellation fee of 30% of the total order value will be applied. Orders for special or custom products shall be non-cancellable. An order will be cancelled by Isotopx if no export license can be obtained. Isotopx is not responsible for any consequential damages that may have occurred in this event.

**4. PRICES.** Prices shall be as specified by Isotopx and shall be applicable for the period specified in Isotopx's quote. If no period is specified, prices shall be applicable for thirty (30) days. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Isotopx costs or other circumstances beyond Isotopx reasonable control unless a fixed contract price is tendered or agreed in writing by Isotopx prior to acceptance of order. Prices are exclusive of import duties, insurance and shipping charges unless specified otherwise in the quotation. All quoted prices exclude VAT. Purchase orders accepted in a currency other than GB pounds sterling will be invoiced in the currency of the order and payment must be remitted in same and not converted into GB pounds sterling unless agreed otherwise in writing by Isotopx.

**5. TERMS OF PAYMENT.** Payment shall be net thirty (30) days from date of invoice or as otherwise specified by Isotopx. Buyer agrees to pay the entire net amount of each invoice from Isotopx pursuant to the terms of each such invoice without offset or deduction. If necessary a line of credit agreement between Buyer and Isotopx bank will be established. Orders are subject to credit approval by Isotopx, which may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank cheque and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Isotopx believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Isotopx may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Buyer. Buyer agrees to submit such financial information from time

to time as may be reasonably requested by Isotopx for the establishment and/or continuation of credit terms. Cheques are accepted subject to collection and the date of collection shall be deemed the date of payment. Any cheque received from Buyer may be applied by Isotopx against any obligation owing from Buyer to Isotopx, regardless of any statement appearing on or referring to such cheque, without discharging Buyer's liability for any additional amounts owing from Buyer to Isotopx, and the acceptance by Isotopx of such cheque shall not constitute a waiver of Isotopx's right to pursue the collection of any remaining balance. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Isotopx may pursue any legal or equitable remedies, in which event Isotopx shall be entitled to reimbursement for costs of collection and reasonable legal fees.

**6. DELIVERY AND TITLE.** All shipments by Isotopx are C.I.F. (carriage, insurance, and freight and import duty) paid unless stated F.O.B. point of origin whereby all transportation charges, duties and other costs shall be paid by Buyer in addition to the price of the Products. Isotopx retains title to goods until Isotopx has received full payment. Buyer irrevocably agrees that Isotopx or Isotopx's agents can enter Buyer's premises to remove goods for which Buyer is in payment default. Demand for the return or recovery of goods shall not discharge the Buyer's liability to pay the whole of the invoice or the right of Isotopx to sue for the whole invoiced amount plus legal costs and expenses. The risk of loss passes to Buyer upon delivery of Product to Buyer. Isotopx shall make selection of the carrier and delivery route. Isotopx shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Isotopx are estimates only and that Isotopx is not liable for failure to deliver on such dates. Isotopx reserves the right to make deliveries in instalments. Delivery of a quantity that varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one instalment shall not entitle Buyer to cancel other instalments.

**7. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Isotopx within five (5) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within five (5) days after delivery. Buyer accepts that Isotopx is not responsible for damage occurring during transit. In the event that Buyer receives damaged packages. Buyer may reject the package back to the Carrier or if accepting the package must advise the Carrier in writing no later than 3 days after receipt that the

package was damaged upon receipt and the contents were unexamined at the time of receipt. Buyer should retain all packing materials and containers for examination by Isotopx's insurers and provide a damage assessment report in writing to Isotopx within 5 days. Isotopx will not be liable to compensate Buyer for transit damaged goods or otherwise where Carrier can produce evidence that the goods were received in good condition. No return of Products will be accepted by Isotopx without a Return Material Authorization ("RMA") Number, which may be issued by Isotopx in its sole discretion. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

**8. CHANGES.** Isotopx reserves the right to make minor changes to its products or to purchase materials from different suppliers at its own discretion. Isotopx undertakes to provide materials of a reasonable quality and suitability for the purposes for which they are explicitly specified, solely provided that the conditions of such use are specified in writing at the time of the contract with the Customer. Isotopx may at its own discretion substitute products and materials supplied to the Customer with suitable alternatives of equivalent or superior specification.

**9. FORCE MAJEURE.** Isotopx shall not be liable for failure to fulfil its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labour or materials through its regular sources. Isotopx's time for performance of any such obligation shall be extended for the time period of such delay or Isotopx may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

**10. ISOTOPX'S LIMITED WARRANTY.** Isotopx warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable manufacturer's specification. For spare parts the warranty is one year from shipment. For instruments the warranty is two years from installation unless specified in the order. Third party items used within our instruments (i.e. pumps, compressors, computers, printers etc.) carry the OEM's warranty unless otherwise stated in the contract. A ten year warranty is applied to Faraday collectors and ion counting Daly. Isotopx makes no other warranty, express or implied, with respect to the Products. With respect to Products which do not meet applicable manufacturer's specifications, Isotopx's liability is limited, at Isotopx's election, to (1) refund of Buyer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided, however, that such Products must be returned to Isotopx, within the manufacturer's warranty period, transportation charges prepaid. Isotopx shall transfer to Buyer whatever transferable warranties and indemnities are necessary. Isotopx shall accept no liability to pay for any repairs, replacements or modifications, whether within warranty or not, made by other persons or agencies to products supplied by Isotopx, without our prior written approval. Any modifications or repairs to our equipment by other parties shall automatically void any and all warranties pertaining to the item in question. If repairs are required to a product supplied by Isotopx, the Buyer shall notify Isotopx of the need for such repairs and shall allow Isotopx a reasonable time to replace or repair the product, if Isotopx accepts that such are covered by its warranty terms. The time allowed for such shall not be based on any requirement of the Buyer for urgency except at the discretion of Isotopx. Isotopx will accept no liability whatsoever for any losses suffered by the Buyer if the Buyer

chooses to buy, commission or install alternative products or replacements for goods or materials supplied by or in the process of repair by Isotopx.

**11. LIMITATION OF LIABILITIES.** BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND ISOTOPX SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF ISOTOPX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM ISOTOPX FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. ISOTOPX SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD ISOTOPX HARMLESS FROM ANY CLAIMS BASED ON ISOTOPX'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN ISOTOPX, OR USE IN COMBINATION WITH OTHER PRODUCTS.

#### **12. USE OF PRODUCTS IN, NUCLEAR AND CERTAIN OTHER APPLICATIONS.**

Products sold by Isotopx are not designed, intended or authorized for applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Isotopx are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Isotopx harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

**13. EXPORT CONTROL.** The sale, resale or other disposition of Thermal Ionization Mass Spectrometers and related technologies or documentation are subject to the export control laws, regulations and orders of the United Kingdom and the European Union. Buyer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country or organization to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain an End User Undertaking and define exactly what the instrument is being used for and where it is located. It is Isotopx responsibility to obtain an export license based on the Purchase order and the End User Undertaking. Isotopx is not responsible in any way for an export license being declined.

**14. STATEMENTS AND ADVICE.** If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and Isotopx shall have no responsibility or liability for the content or use of such statements or advice.

**15. INTELLECTUAL PROPERTY.** All drawings, descriptions, specifications, designs, documents and other information (including without limitation features contained in any of the foregoing or in any objects or software), whether business or technical, (together, "Information") supplied or otherwise disclosed by Isotopx are supplied or disclosed on the express understanding that such supply or disclosure shall not be construed as passing to the Buyer any copyright (or any other rights whatsoever) in such Information. All rights including, without limitation, copyright and property in all such Information shall, as between Isotopx and the Buyer, remain with Isotopx.

If an order includes 3<sup>rd</sup> party software or other intellectual property, such software or other intellectual property is provided by Isotopx to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

**16. HEALTH AND SAFETY AND WASTE.** The buyer shall be responsible for ensuring that the instrument as specified are safe and appropriate for the buyers intended use, and that they are handled in a safe manner. Any waste generated from the instrument is disposed in accordance with any relevant regulations.

**17. GENERAL.** As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any

attempted or purported assignment shall be void. Notwithstanding the foregoing, Isotopx's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Isotopx. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

**18. GOVERNING LAW.** These Terms and Conditions shall be governed by and construed in accordance with the laws of England excluding any law or principle, which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply.