

General Terms of Sale and Delivery raytest Isotopenmessgeräte GmbH - April 13, 2006 -

1. General

- 1.1 Only our General Terms of Sales and Delivery are valid. Diverging, conflicting or supplementary terms of business shall not become part of the contract, not even if full knowledge of these terms may be presupposed, unless their validity has been confirmed explicitly in writing.
- 1.2 Our quotations are subject to confirmation. The right to modifications due to technical progress or requirements by the lawmaker as well as modifications in form, color and/or weight is reserved within a reasonable scope. The validity of quotations is 90 days, subject to the proviso of other regulations being valid.
- 1.3 Cost estimates, drawings and other documents shall remain our unconditional intellectual and copyright-protected property. Such documents may be made accessible to third parties only upon our prior consent and have to be returned to us immediately upon request.
- 1.4 The contract is concluded subject to the proviso that our suppliers deliver properly and in due time. This applies only to the case that we cannot be held accountable for non-delivery, especially upon conclusion of a congruent covering transaction with our suppliers.
- 1.5 The customer shall be informed immediately about the unavailability of services. Considerations shall be refunded immediately. Partial delivery is permitted, provided this is acceptable to the customer.

2. Order Confirmation, Prices, Payment

- 2.1 The order confirmation is the exclusive basis of contract. Agreements to the contrary require our consent in writing.
- 2.2 Prices are valid ex factory, excluding freight, packing, postage, insurance and other incidental expenses, unless agreed otherwise in writing. Our prices are net prices. A value-added tax shall be invoiced in addition to the amount prescribed by law.
- 2.3 Unless otherwise expressly agreed in individual contracts, invoices are due for payment within 14 days after the date of invoice without any deduction. After expiration of this period the customer defaulted in payment.
- 2.4 While in default of payment, the customer has to pay 8% interest on top of the basic interest rate. If we can provide evidence for higher damage due to default in payment, we are entitled to assert our claims.
- 2.5 Payments have to be made in cash, via bank transfer or by check. The acceptance of a bill of exchange requires previous agreement in writing. When accepting bills of exchange, the relevant discount and collection charges shall be taken into account. They have to be paid immediately in cash.
- 2.6 The customer has a right of set-off only when his counterclaims have been determined by final judicial decision or have been acknowledged by us. The customer may exert his right of retention only if his counterclaim is based on the same contractual relationship.

3. Delivery Time, Delay

- 3.1 Delivery times are binding only if they have been confirmed by us explicitly in writing.
- 3.2 The observance of delivery times presupposes the timely receipt of all documents, required permits and releases to be supplied by the customer, especially plans, as well as the observance of the agreed terms of payment and other obligations by the customer. If these prerequisites shall not be met in time, these time periods shall be extended for a reasonable period of time; this does not apply if we are responsible for the delay.
- 3.3 A delivery time is observed if the customer is informed that the goods are ready for shipment before the delivery time is over or the goods to be delivered have left the factory.
- 3.4 If the failure to meet the delivery date is due to force majeure, e.g. mobilization, war, riots or similar events, such as strike and lockout, the delivery deadlines shall be extended adequately.
- 3.5 If we are in default of delivery, the customer is entitled to appropriate compensation of 0.5% for each full week delivery is delayed – provided he can substantiate that damage has been incurred as a result of this delay – at the most, however, 5% of the price for that part of the deliveries which has been delayed.
- 3.6 Claims for damages by the customer due to default of delivery as well as claims for damages instead of performance which exceed the limits defined in item 3.5 are ruled out in all instances of delayed deliveries, even after expiration of a delivery deadline set for us. This does not apply if liability is compulsory, for example in cases of intent, gross negligence or the violation of life, body or health. The customer may withdraw from this contract within the framework of legal provisions only if we are responsible for the delay in delivery. A modification of the burden of proof to the disadvantage of the customer is not associated with the above regulations.
- 3.7 The customer agrees to declare, upon our request, within a reasonable period of time if he shall withdraw from the contract due to default in delivery or if he insists on delivery.
- 3.8 If shipment or delivery will be delayed on the customer's request by more than one month after he has been informed that the goods are ready for shipment, we are entitled to charge the customer warehouse expenses for each new month to the amount of 0.5% of the price of the goods to be stored, at the most, however, 5% in total. The right to provide evidence for higher or lower warehouse expenses remains undisputed.

4. Passing of Risk

- 4.1 Upon delivery of the goods, the risk of accidental loss and accidental deterioration of the goods passes to the customer; in case of sale by delivery, the risk passes to the forwarding agent, the carrier or to the person or institution in charge of shipment upon delivery of the goods.
- 4.2 In case of deliveries with installation or assembly, the risk passes to the customer on the day he accepts the goods in his own factory or, if agreed accordingly, after successful test operation.
- 4.3 If shipment, delivery, start and execution of installation or assembly, acceptance of the goods delivered are delayed for reasons the customer is accountable for, or the customer is in default of acceptance for other reasons, the risk passes to the customer.

5. Cancellation of order

- 5.1 If the customer cancels an order without justification or if the contract is not executed for reasons the customer is accountable for, we are entitled to claim 10% of the agreed payment as all-inclusive compensation, notwithstanding the possibility to claim a higher actual damage.
- 5.2 The customer is at liberty to prove that not damage has been incurred at all, or that the damage is significantly lower than the all-inclusive compensation.
- 5.3 The customer has the right to return goods which had been purchased on the raytest online store within 14 days after delivery. Returned goods are only accepted in original unopened packaging. Costs for returning must be borne by the customer.

6. Warranty

- 6.1 We provide warranty against defects on the delivered goods at our discretion either through repair or substitute delivery.
- 6.2 If the warranty performance fails, the customer is entitled to demand, at his discretion, abatement of the compensation (reduction) or cancellation of the contract (rescission). In case of a minor breach of contract, for example, due to minor defects, the customer does not have a right to terminate the contract.
- 6.3 Obvious defects have to be reported in writing within a period of two weeks after receipt of the delivered goods, latent defects within a period of two weeks after their discovery. Otherwise, assertion of a warranty claim is ruled out. To observe the deadlines it suffices to dispatch the report in time. The burden of proof lies completely with the customer for all claims, especially for the defect itself, for the time the defect has been detected and for the timely notice of defects.
- 6.4 If the customer decides to withdraw from the contract due to a defect of title or defect of quality after renewed performance has failed, he is not entitled to any claim for damages due to the defects.
- 6.5 If the customer decides to claim compensation after renewed performance has failed, the delivered goods remain with the customer, provided this is acceptable to him. Compensation is limited to the difference between the agreed payment and the value of the defective goods. This does not apply if we have caused the violation of contract willfully.
- 6.6 The warranty period is one year after delivery of goods. Except for consumables.
- 6.7 Only the manufacturer's product description may be used to judge the quality of goods. Public statements, recommendations or advertisements by the manufacturer do not constitute any quality indication of the goods in accordance with the contract.
- 6.8 If the customer receives inadequate assembly instructions, we shall only be liable to deliver assembly instructions free from defects; this is only true if faults in the assembly instructions jeopardize proper assembly.

7. Limitation of Liabilities

- 7.1 Claims for compensation by the customer for damages and expenses, no matter for which legal argument, especially because of the violation of duties arising out of the contractual obligation and out of unlawful acts, are ruled out.
- 7.2 This does not apply where liability is compulsory, e.g. in accordance with the product liability law, in cases of intent or gross negligence, because of the violation of life, body and health, due to the violation of essential contractual obligations. The claim for damages for violation of essential contractual obligations is, however, limited to the contract-typical, predictable and direct average damage, provided damage is not caused by intent or gross negligence, or liability is due for the violation of life, body or health. A modification of the burden of proof to the disadvantage of the customer is not associated with the above regulations.
- 7.3 The customer's claims for compensation are statute-barred after one year following delivery of the goods. This is not true if we can be accused of malicious intent.

8. Reservation of Ownership

- 8.1 We shall retain ownership of the goods delivered by us pending complete payment of all our claims from ongoing business transactions. If the value of all securing rights we are entitled to exceeds the amount of all secured claims by more than 20%, we shall release, upon the customer's request, an appropriate share of the securing rights.
- 8.2 The customer agrees to handle the goods with care. If maintenance and inspection work should be required, the customer has to carry out this work regularly at his own expense.
- 8.3 The customer agrees to inform us immediately about any access of third parties to the goods, for example, in case of seizure, and to inform us immediately about any possible damage to or destruction of the goods. The customer has to inform us immediately about any change of possession of the goods as well as any change of his domicile or place of business.
- 8.4 In case the customer acts in any way that is not in conformity with the terms of the contract, especially if he fails to pay on time or violates an obligation according to paragraph 2 and 3 of this contract, we are entitled to withdraw from this contract and to demand return of the goods.
- 8.5 The customer is entitled to resell the goods in the normal course of business. However, he shall transfer all receivables due to him as a result of his resale to a third party up to the amount stated in the invoice. We shall accept the transfer. After the transfer, the customer is authorized to collect the outstanding accounts. We reserve the right to collect the outstanding accounts ourselves if the customer fails to fulfill his obligation to pay properly and defaulted in payment.
- 8.6 Handling and processing of the goods by the customer is always carried out in our name and on behalf of us. If processing is carried out using items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the value of the goods we have supplied to the other processed items. The same is true if the goods are mixed with other items that do not belong to us.

9. Concluding Provisions

- 9.1 These General Terms of Sale and Delivery are governed by the law of the Federal Republic of Germany. The terms of the UN Convention on Contracts do not apply.
- 9.2 Exclusive place of jurisdiction for any disputes arising hereunder is our principal place of business. This is also true if the customer does not have any general place of jurisdiction in Germany, or his domicile or ordinary residence at the time of the submission of a case is not known. We are, however, also entitled, to take legal action at the customer's principal place of business.
- 9.3 In case individual provisions of the contract with the customer including these general terms of business shall become void as a whole or in part, the validity of the remaining provisions shall remain unaffected. The partially or entirely void provision should be replaced by a provision which in case of economic success comes close to the void provision. This does not apply if the adherence to the contract would constitute an unreasonable hardship for one of the parties.