

General Terms and Conditions and General Terms of Contract

1. Agreed performance

The principal (hereinafter referred to as the "Customer") commissions Mediscan GmbH & Co KG (hereinafter referred to as "Mediscan") to irradiate (treat) products (products to be irradiated).

2. Orders

Any and all legal transactions, deliveries, other services and offers by Mediscan shall be exclusively subject to these present General Terms and Conditions. The Customer expressly confirms that Mediscan refuses to accept any deviating regulations contained in any order or other business documents issued by the Customer. Mediscan shall not accept any deviating conditions of the customer and, unless such deviating conditions are confirmed in writing by Mediscan, such deviating conditions shall not apply, even if Mediscan fails to object to such conditions in the individual case. These present General Terms and Conditions shall be deemed to be a framework agreement applicable to any and all other legal transactions effected between Mediscan and the Customer.

Any agreements containing conditions which deviate from Mediscan's General Terms and Conditions shall only apply if confirmed by Mediscan in writing. In case of any contradicting terms contained in the contractual bases, the following ranking shall apply:

- special agreements to the extent confirmed by Mediscan in writing;
- present General Terms and Conditions;
- optional rules of trade and civil law.

3. Offers

All offers are without engagement. Any orders shall not be binding unless accepted by Mediscan in writing. Any business agreements made by telephone, fax or by employees shall not be legally binding unless confirmed in writing. It is expressly stated that an email fulfils the written requirement.

4. Product validation

In order to enable Mediscan to treat the products with an appropriate dose of radiation, a product validation must be effected. For the purpose of such validation, the Customer must provide Mediscan free-of-charge with at least 3 cartons or 3 radiation units of the relevant product. Mediscan shall be entitled but not obliged to verify whether the goods delivered for irradiation are suitable and in an appropriate condition for irradiation.

The Customer shall be provided with the result of such product validation in the form of a validation report. Mediscan shall not guarantee that the goods are suitable for irradiation and/or for the radiation dose stipulated in the validation report for the Customer's intended purpose.

The products used for validation might receive a multiple dose and might thus not be suitable for any other use. As the validated products will be returned to the Customer, they shall be marked as validated and the Customer shall be obliged to subject such products to a corresponding quality check before otherwise using them.

Should Mediscan determine that the goods to be irradiated are in a bad condition or unsuitable for irradiation or for the agreed upon dose, Mediscan shall be entitled, without prejudice to any other claims to rescind the contract without granting any additional grace period.

5. Treatment of products

Mediscan's work shall be exclusively based on the Customer's instructions and/or on the validation results. The irradiation shall be effected by applying a certain radiation dose which was previously agreed upon with the Customer. Such agreement on the radiation dose must be made in writing, exactly stipulating the goods to be irradiated. Such agreement

shall not be deemed to be a warranty by Mediscan that the goods to be irradiated are suitable for irradiation or that the irradiation will have the desired effect.

Any change of the product, of the package size, the contents, etc. can cause a change of the treatment parameters and must be discussed with Mediscan before treatment.

The subject matter of Mediscan's performance shall exclusively be the provision of the contractually agreed upon radiation dose and shall not include any resulting success by a change of the goods to be irradiated or any features thereof.

6. Delivery

The Customer shall be obliged to pack and fix the goods to be irradiated on pallets and to send them to the ramp of Mediscan's business free of charge and at its own risk. The risk in connection with the goods shall be transferred to Mediscan upon acceptance of the goods from the loading ramp, and not upon placing the goods on the loading ramp. The Customer shall be obliged to inform Mediscan of any defects or damage of the goods to be irradiated and of the packaging.

The times for any delivery and collection of products by the customer / supplier shall be: at the times published on the Mediscan homepage. [Als Alternative schlage ich folgenden Satz vor: "The delivery or collection of products can only take place on the days and times stated on the Mediscan homepage."]

In case the Customer sends the goods to be irradiated via mail or other carrier services, the risk shall be transferred to Mediscan upon physical acceptance of such goods by the employee of Mediscan authorised to accept such delivery.

Mediscan shall use its best efforts to comply with promised service times or deadlines, however, such promised service times or deadlines shall only be deemed to be approximate values and non-binding. Any delays in deliveries or services shall not entitle the Customer to rescind the contract or to assert warranty claims, avoidance on the ground of error or claims for damages. Mediscan shall be entitled to effect and invoice partial or advance deliveries.

Any interruptions of operations, events of force majeure and other events not within Mediscan's sphere of influence, in particular including but not limited to delays in delivery and similar events on the part of Mediscan's sub-suppliers, shall entitle Mediscan to extend any stipulated time periods accordingly or to rescind the contract regarding the part not yet fulfilled. In such case, the Customer shall not be entitled to assert any legal claims, in particular but not limited to warranty claims, avoidance on the ground of error or claims for damages. This shall also apply if such events occur at a time during which Mediscan is in delay in delivery or service.

The Customer shall be solely responsible for the organisation of the transport of the products to Mediscan and back to the Customer and shall bear the related risk. The carrier / Customer shall be responsible for any damage occurring during loading / unloading. Upon acceptance in accordance with section 7 hereof, the price risk and performance risk shall be transferred to the Customer, irrespective of any pricing regulation separately agreed upon for such delivery, if any. In case goods ready for dispatch are not collected or cannot be dispatched without Mediscan's fault, Mediscan shall be entitled to store the goods in its sole discretion at the Customer's risk and expense. In such case, delivery shall be deemed effected upon readiness of dispatch. In such case, Mediscan shall in particular be entitled to put the goods into storage itself or to commission a third party to store the goods for the account and in the name of the Customer. Place of performance shall be the seat of Mediscan, irrespective of any agreement on the place of delivery and/or the payment of transport costs.

Should Mediscan decide to store the goods at its own premises, it shall be entitled to demand from the Customer a compensation at arm's length conditions, to be calculated on the basis of the number of pallets stored and number of days of storage. The minimum price shall be EUR 2,00 per pallet per day.

7. Storage, acceptance

The products shall be stored free of charge for the duration of the treatment process. For any longer storage period, the Customer must place an order with Mediscan, which shall become effective upon written order confirmation.

Mediscan shall ensure that the goods are protected from any mechanical damage, dampness, corrosion and dirt.

The Customer must inform Mediscan in writing of any special product-specific features which must be taken into consideration upon handling, packing, storing and/or dispatching the goods. Otherwise any claims for damages in connection therewith shall be excluded. Acceptance shall be effected by picking up the irradiated goods at Mediscan's loading ramp. Upon acceptance, the risk shall be transferred to the Customer (see section 6.). The Customer shall be obliged to inspect the goods upon acceptance and to verify whether there is any external damage, in particular to the

packaging and to list any such damage found in an acceptance report. The Customer shall not be entitled to assert any claims for damages for any such obvious damage at a later time.

8. Prices

All prices stated by Mediscan are without engagement and are stated in euros (EUR) Unless otherwise agreed in individual cases, all prices and charges are net prices exclusive of any statutory value added tax and other taxes or duties, transport costs and any processing fees that may be incurred. Any withholding tax to be borne by Mediscan shall in all cases be borne by the Customer. Mediscan shall not guarantee the correctness of any cost estimates prepared, unless otherwise agreed upon in writing. Any changes of labour costs due to statutory regulations or regulations contained in collective agreements or due to internal agreements as well as any changes of any cost centres relevant for the calculation or of any costs required for performance such as materials, energy, transport, subcontractors, financing, etc. shall entitle Mediscan to increase its prices correspondingly. In such case, the Customer shall neither be entitled to rescind the contract nor to assert frustration of contract. All prices are stated exclusive of any additional expenses unless otherwise agreed upon in writing. Mediscan is not responsible for the transport of the products and shall not have any obligation to take out a transport insurance.

9. Payment conditions

Invoices issued by Mediscan, including partial invoices, shall be due for payment eight (8) days after receipt of invoice, net (without any deductions, in particular without any cash discount or similar deductions. Mediscan shall be at free to transmit invoices either by post or electronically (e.g. via email). Bills of exchange or cheques shall not be accepted, unless otherwise specifically agreed upon in writing. In case there are several unpaid invoices, Mediscan reserves the right to allocate payments received to any of such invoices in its sole discretion.

All payments shall be made at the Customer's risk and expense. Customer's payment obligation is fulfilled with payment irrevocably, unconditionally and in due time credited to Mediscan's account. The VAT identification number of Mediscan is ATU 57407167. In case of deliveries and services to other EU member states, the Customer is obliged to inform Mediscan immediately of its VAT identification number.

In the case of intra-Community deliveries and exports, tax exemption can only be granted if the legal requirements are fulfilled at the time the service is rendered. The Customer shall, unsolicited and without delay, provide Mediscan with all (transport)proofs, documents and deeds in a suitable form, which are necessary to obtain a VAT exemption for intra-Community deliveries or exports. If the Customer does not comply with this obligation, Mediscan reserves the right to immediately invoice the legal value added tax which the Customer has to pay together with the invoice amount. The Customer shall indemnify and hold Mediscan completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the Customer shall immediately pay the value added tax subsequently and separately invoiced by Mediscan.

The Customer shall inform Mediscan immediately, if withholding tax is due in the Customer's country of residence for the goods or services supplied. Upon receipt of this information, Mediscan shall immediately provide the Customer with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is the Customer's responsibility to ensure that the tax authorities in the Customer's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the goods or services supplied.

The Customer shall be liable for all additional tax payments resulting from incorrect information provided by the Customer.

Mediscan shall not be liable for future tax/legal changes; taxes and duties resulting from such legal changes shall be borne by the Customer. The Customer must ensure that these taxes are duly reported and paid.

In case of any delay in payment by the Customer, Mediscan shall not be obliged to perform any services or deliveries and shall be entitled to withhold outstanding deliveries or services or to demand advance payment or the provision of collateral securities. In addition, irrespective of whether such delay is attributable to the Customer's fault or not, the Customer shall be obliged to pay default interest amounting to 1 % per month. Mediscan shall be entitled to demand additional bank interest in an amount customary in the industry. In addition, the Customer shall be obliged to compensate Mediscan for any dunning and collection fees incurred. The Customer's obligation to pay is in particular restricted to the maximum compensation for the collection agency resulting from the ordinance issued by Federal Ministry of Economics and Technology on the maximum rates for collection agencies. The Customer shall be obliged to pay an amount of EUR 50,00 for each reminder sent by Mediscan, if any.

Should after conclusion of the contract a considerable deterioration of the Customer's financial circumstances occur or should circumstances become obvious which, in the view of Mediscan, reduce the Customer's creditworthiness, all receivables shall become due and payable immediately, and any additional deliveries shall be subject to advance payment.

Any counterclaims the Customer may have shall not entitle it to refuse or withhold or set off payments, unless Mediscan

accepted such counterclaims or such counterclaims were established by declaratory judgement. In case of export transactions, the Customer shall be solely obliged to obtain and maintain the required export, customs and other permits and similar documents at its own expense. Mediscan shall not warrant or guarantee the admissibility of the export of the treated products.

The Customer and Mediscan agree on a lien for the benefit of Mediscan with respect to all goods delivered by the Customer in connection with the contract. The lien shall secure any outstanding and due claims Mediscan has against the Customer for any legal grounds to the extent such claims refer to contractual claims resulting from the radiation of goods for the customer. Any realisation of such lien shall be subject to the applicable statutory provisions.

10. Warranty, damages, product liability

In connection with the treatment of the product, Mediscan shall assume no warranty except that Mediscan guarantees that it will comply with any specifications made by the Customer (dose of radiation in kGy) and with good engineering practices and any and all statutory regulations. Mediscan shall not guarantee that such dose of radiation is sufficient in order to realise the effect desired by the Customer.

Any notice of complaints must be made in writing immediately upon delivery, however, not later than fourteen (14) days thereafter and in any case before the product is machined or processed, otherwise any warranty claims and/or claims for damages and/or avoidance on the ground of error shall be excluded. A notice of complaint shall not entitle the Customer to withhold payment of the invoice in whole or in part.

The warranty period shall be six (6) months. The Customer shall bear the burden of proof that the delivered products were defective at the time of delivery.

Mediscan shall be entitled to decide, in its discretion, whether warranty claims are to be fulfilled by improvement, price reduction or rescission of contract.

Mediscan's liability for any damage the Customer suffers in connection with the business transaction shall be limited to the order value and to Mediscan's own or Mediscan's vicarious agents' intent or gross negligence, except for personal injury, in which case Mediscan's liability shall also extend to slight negligence.

The Customer shall bear the risk of accidental loss and of accidental deterioration of the goods irradiated or to be irradiated to the extent such risk is not covered by insurance.

11. Data protection, change of address

The Customer agrees that Mediscan will electronically store and process any personal data contained in any contract to the extent necessary for the fulfilment of such contracts. The Customer shall be obliged to inform Mediscan immediately and without request of any change of the address of its place of residence or place of business (evidence required), if the legal transaction which forms the subject matter of the contract has not yet been mutually and completely fulfilled. If the Customer fails to inform Mediscan as described above, any notifications made to the Customer shall be deemed received if they were sent to the Customer's last known address. The Customer shall be obliged to prove in any individual case that Mediscan received such notification of a change of address.

12. Place of performance, choice of law, place of jurisdiction and severability clause

Place of performance for any and all contractual obligations of the parties shall be at Mediscan's principal seat of business in Kremsmünster / Austria, irrespective of any agreement on the place of delivery and on the liability for any transport costs or on the place of payment. The present General Terms and Conditions and all contracts subsequently concluded between Mediscan and the Customer shall be exclusively governed by and construed in accordance with the laws of Austria. Any conflict of law provisions (e.g. private international law) and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG), the Convention on the Limitation Period in the International Sale of Goods of 14 June 1974 (including possible protocols and amendments) and any statute implementing those conventions shall be expressly excluded. For the Customer, the exclusive place of jurisdiction for any legal disputes arising out of or in connection with this present contract shall be the court competent for the subject matter in

Kremsmünster / Austria. However, Mediscan shall be entitled to file an action against the Customer before any court which might be competent according to national or international law.

The ineffectiveness of individual clauses of these General Terms and Conditions shall not affect the effectiveness of the remaining provisions of these General Terms and Conditions. The contractual parties agree to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

Valid as of May, 25th 2020

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VAT No.: ATU 57407167 | Company register number: FN 240115k, Place of jurisdiction: District Court Steyr
