

GENERAL TERMS & CONDITIONS OF SALE

Basis of Contract

1. Goods and services are supplied by the Company subject to these terms and conditions ("Terms and Conditions") which govern the contract exclusively subject only to additional terms and conditions stated in the Company's acknowledgement of order.
2. An order is not accepted by the Company, and accordingly there is no contract, until the Company has issued a written acknowledgement of order.
3. No order accepted by the Company may be cancelled or postponed by the Customer (and accordingly no returns will be accepted and no refunds will be made) except with the written prior agreement of the Company and on condition that the Customer will reimburse the Company all costs and expenses incurred by the Company as a result of cancellation.
4. The Customer is responsible for the accuracy of its order, for supplying any information required by the Company to perform the order, and for the accuracy of any such information supplied.
5. Information contained in data sheets, catalogues and similar materials issued by the Company is approximate only; and the Company reserves the right to determine the technical specification of goods required to fulfill the Customer's order and to make any changes which do not materially affect the quality or performance of goods.

Price and Payment

6. Unless otherwise stated in the Company's acknowledgement of order, prices are Ex-works (Incoterms 2000) and the Customer is additionally liable to pay the transport, packaging and insurance costs of delivery.
7. Prices are exclusive of any applicable Value Added Tax for which the Customer is additionally liable.
8. Unless stated otherwise in the company's acknowledgement of order, the Company's invoices are payable net cash within 30 days of invoice date.

Delivery

9. The Company will use all reasonable endeavours to effect delivery by the delivery date(s) stated in the contract or in any estimate of delivery time provided by the Company, but time is not of the essence in this regard.
10. In any event, should delivery be delayed by any act, omission or delay on the part of the Customer the Company is entitled to an extension of time.

Force Majeure

11. Company shall not be liable for any delay in production or delivery of goods if such is due to an event outside its reasonable control ("force majeure") which shall include among other things, failure by suppliers to provide the Company with parts, services or other information necessary to the performance by Company, any acts of any Government or other authority that would limit the ability for contract performance (including legislation, refusal to grant, or suspension of, a registration or export licence) fire, earthquake, flood or any other acts of God: riots, labour strikes or lockouts, civil disobedience, terrorism or war (or imminent threat of same, and material or component shortage)
12. If the force majeure continues for longer than 90 days, either party may terminate a purchase order and Customer will pay Company for work performed prior to termination and reimburse all reasonable expenses incurred by Company as a result of such termination.
13. If delays in delivery or performance are caused by force majeure or Customer, the date of delivery or performance shall be extended by the period of the delay or as mutually agreed.
14. The Company reserves the right to increase the prices stated in the Company's acknowledgement of order according to any subsequent, substantial increase in the cost of materials, parts or labour if such is due to an event outside its reasonable control.
15. If Company should default or delay or not deliver product for any other reason, Customer's sole remedy against Company shall be an option to cancel its purchase order, through written notice to Company.

Risk and Title

16. Risk of damage to or loss of goods passes to the Customer on delivery.
17. Title in goods does not pass to Customer, and accordingly the Company remains the owner of them, until the Company has received in cash or cleared funds payment in full of the price for the goods; and if the Customer is overdue in paying the price the Company may recover the goods or any of them and for that purpose enter the Customer's premises and, if necessary, detach the goods from other goods or equipment.

Warranty

18. Except as provided otherwise in these Terms and Conditions, Company warrants goods of its manufacture as in all material aspects conforming to applicable specifications and/or drawings of the Company.
19. Commencing with date of shipment, Company's warranty shall run for 12 months unless Company has specified otherwise in writing.
20. Non-complying goods returned transportation prepaid to Company will be repaired or replaced, at Company's option, and return-shipped lowest cost, transportation prepaid. Company shall have no further liability to the customer. No goods will be accepted for return without an authorisation number obtained in advance of shipment from Company.
21. The above warranty is subject to the following conditions:
 - (I) The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer.
 - (II) The Company shall be under no liability in respect of any defect arising from fair wear and tear, contamination, willful damage, negligence, incorrect movement, improper installation, neglect, failure to follow Company's instructions (whether oral or in writing) operation in environmental conditions outside specified operating extremes, misuse or modification or repair of the goods without the Company's approval.
 - (III) The Company shall be under no liability in respect of any defect or failure of the goods to operate in accordance with the specifications, description and other particulars in the Company's literature due to the fact that the Customer combines the goods with any incompatible equipment or ancillary products. Repaired or replaced equipment shall be warranted for the remainder of the unused warranty term or for 90 days from shipment, whichever is longer.

Liability

22. The Company's obligation under condition 18 is the limit of its liability for breach of warranty and loss or damage caused by defects in goods.
23. The Company is not liable to the Customer for any direct loss or damage caused by defects in goods, or for any loss of an indirect or consequential nature, including (without limitation) loss of revenues, profits, contracts, production, business, anticipated savings, goodwill or reputation, howsoever caused.
24. The Customer will indemnify the Company against all claims made against the Company by any of the Customer's employees, liability for which would have been excluded by this condition (or by the Special Conditions set out below, where applicable) if the claim had been made against the Company by the Customer.
25. In the event of a claim being made by any of the Customer's employees against any of the Company's employees, liability for which would have been excluded by this condition (or by the Special Conditions set out below, where applicable) if the claim had been brought by the Customer against the Company, the Company will be entitled to indemnify their employee against such a claim and the Customer will indemnify the Company in respect of such indemnity.

Intellectual Property Rights

26. Copyright, design right and all other rights in the design and manufacture of goods supplied by the Company shall remain the Company's property and none is acquired by the Customer.

Termination

27. If the Customer makes any voluntary arrangement with its creditors, becomes subject to an administration order, becomes bankrupt or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or if any encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or if the Customer takes or suffers any similar action in consequence of a debt, or if the Customer ceases, or threatens to cease, to carry on business, the Company may terminate the contract with immediate effect and without liability to the customer.

Export

28. Customer shall comply with all applicable export control laws and regulations of the United States and any other country having proper jurisdiction and shall obtain all necessary licenses in connection with any subsequent export, re-export, transfer and use of the product purchased and received from Company.

General

29. No waiver by the Company of any breach by the Customer of the contract is to be considered a waiver of a subsequent breach.
30. The contract is not intended to confer a benefit on any third party and no third party is entitled to enforce any provision of the contract.
31. If any provision of the contract is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract (and, where applicable, the remainder of the provision in question) shall not be affected.
32. Dutch law is the law applicable to the contract.

Special Conditions

If the goods contain a radioactive source they may be dangerous if not handled properly. Accordingly, in the case of all such goods the following Special Conditions shall apply in addition to the Company's General Terms & Conditions of Sale set out above:-

- a) Where such goods are supplied with a radioactive source incorporated therein the Customer must in the use thereof comply with the provisions of all relevant Acts, Statutory Instruments and other regulations and with the Company's instructions and material safety data sheets, and any failure to do so on the part of the Customer, its servants or agents shall automatically release the Company from any liability in respect of the goods, and
- b) Where such goods are supplied together with a radioactive source, the radioactive source chamber shall be sealed by the manufacturer, and if as a result of the act or neglect of the Customer, its servants or agents or independent contractors such seal shall be damaged or broken the Company's warranties given in conditions 18 to 21 above shall cease apply and the Company shall be under no liability whatsoever in regard to the goods the radioactive source or otherwise, and any dose rate certificate issued in respect of such goods shall immediately become void.