

STANDARD TERMS & CONDITIONS OF PRODUCTS, SERVICE AND MAINTENANCE CONTRACTS

1. QUOTATIONS

This quotation shall supersede all previous quotations relating to the same subject matter and shall become void unless accepted by the buyer ("Buyer") on or before the expiry of the validity date indicated on the face hereof or, if no such date appears, on the ninetieth (90th) day following the date of this quotation. This quotation may be withdrawn or amended upon written notice by HUESTIS at any time prior to HUESTIS' acceptance of the Buyer's order. Buyer shall indicate acceptance of a quotation by issuing its purchase order, or other instrument, specifically referencing the quotation issued by HUESTIS. Acceptance of an order by HUESTIS shall be by the issuance of an order acceptance in writing.

2. PRICES

Prices quoted are valid only for the transaction specified on the face hereof and unless otherwise indicated are exclusive of all shipping charges, taxes, premium, fees, duties, insurance and other charges. Buyer shall pay or reimburse HUESTIS in respect of the latter amounts and such amounts shall be deemed to form part of the entire amount owing.

3. DELAYS

Shipping dates for spare parts are approximate and dependent upon receipt of all necessary documentation from Buyer. Failure by the Buyer to accept delivery of any shipment within thirty (30) days of the written notification of readiness to ship shall entitle HUESTIS, in addition to any other remedies it may have, to charge the Buyer for all additional direct and indirect expenses incurred thereby and the Buyer shall bear the risk and expense of such shipment until delivery. In the event that a Buyer fails to take delivery within sixty (60) days of written notification by HUESTIS of readiness to ship, HUESTIS, in addition to any other remedy it may have, shall be entitled to terminate the purchase order.

4. PAYMENT

Prices, currency, and payment terms shall be as set out in this quotation. Buyer agrees to pay fees within 15 days of execution of this agreement or within 15 days of the service provided. HUESTIS shall invoice Buyer for any additional fees or charges incurred by customer and customer shall also pay that invoice or portion thereof within 30 days of the date of such invoice. Buyer shall pay interest on overdue accounts

at an annual rate of eighteen percent (18%) or the maximum allowed by law, whichever is the lesser, and HUESTIS shall retain a purchase money security interest or vendor's lien as the case may be, in the product until such time as HUESTIS has been paid in full. As requested by HUESTIS, the Buyer will do all things and provide all documents necessary to register such interest. Payment terms offered may be subject to credit approval. Fees do not include any Federal, State or local Property, sales, use, special or other taxes that are or may be applicable to this Service Agreement unless specifically identified as such in the Service Agreement quotation. Such taxes shall be paid by the Buyer.

5. WARRANTY

(a) Unless otherwise set out on the face hereof, HUESTIS provides the following warranties with respect to its products:

- i) Spare Parts: Spare parts purchased separately shall be free from any material defect in workmanship or materials for a period of ninety (90) days from date of shipment.
- ii) Dosimeters: Dosimeters shall be free from any material defect in workmanship or materials until the expiration date appearing on the Certificate of Calibration.
- iii) HUESTIS provides no warranty whatsoever with respect to products not of its manufacture, but where possible extends to the Buyer the warranty protection extended by third parties (to HUESTIS arising from its purchase of such products).

(b) During the warranty period:

- i) All labor costs incurred during normal service personnel working hours will be borne by HUESTIS. Labor costs of warranty service outside such hours shall be borne by the Buyer.
- ii) All warranty obligations of HUESTIS shall cease and have no effect if the products are subject to accident, abuse, misuse, alteration or neglect or are not used/operated in accordance with HUESTIS specifications.
- iii) HUESTIS will repair, or at its sole discretion, replace defective products or parts thereof. If requested by HUESTIS, defective parts must be held for HUESTIS inspection or returned.

(c) Warranty Conditions

The following acts shall void the warranty obligations of HUESTIS:

- (i) modification or attempted modification of the Equipment, Product or Software;
 - (ii) failure to implement corrections, improvements, updates or revisions to the Product, Equipment or Software provided by HUESTIS;
 - (iii) use of any unauthorized hardware with the Software or any unauthorized Software with the Equipment or Product;
 - (iv) failure to fulfill Buyer's Responsibilities as delineated below in Section 6 (d).
- THE WARRANTIES CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION.**

6. BUYER RESPONSIBILITIES

It shall be the Buyer's responsibility that all actions necessary to install parts or maintain or service a product have occurred prior to delivery including, but not limited to: network connectivity, obtaining all licenses and permits, consent and approved requirements, preparation of an appropriate location for installation and procurement of any labor and rigging required for installation. Any cost or delays incurred by HUESTIS, directly or indirectly, due to failure of Buyer to carry out preparatory actions prior to delivery, shall be borne by the Buyer. The Buyer shall be responsible for ensuring that adequate state-licensed facilities and procedures exist for the receipt, use and storage of HUESTIS products (including radioactive sources). Buyer agrees to use the product in accordance with the applicable operation manuals for the products provided by HUESTIS. Customer agrees to use the most current version of the software provided by HUESTIS. Parts removed on exchange become the property of HUESTIS. Buyer agrees to allow HUESTIS, its agents and consultants, access to Buyer's facilities and products necessary to carry out its duties herein. HUESTIS shall not be in breach of this agreement if its abilities to perform its obligations are compromised due to Buyer's failure to provide and maintain such access. Buyer agrees to pay Best HUESTIS current time and material charges for all on site service caused by a modification of products by the Buyer or any third party and/or misuse or abuse of the product foreseeable or otherwise. Buyer also agrees to pay additional expenses such as travel expenses, living expenses, telephone, modem connect time and shipping costs for services provided not contemplated or included in this service agreement and for services provided to products that are modified, abused or

misused regardless of whether such modification, abuse or misuse is foreseeable.

7. TERMINATION

Either party may terminate this Agreement for cause only in the event of a material breach by the other which remains uncured after 60 days written notice of the material breach by the non-breaching party. In light of the high cost of many replacement parts, Buyer may not terminate this Agreement without cause during the first year of the contract. If Customer attempts to terminate the Agreement during the second year of the contract without good cause the Buyer shall pay a cancellation fee of 50% the yearly cost of the contract. If Buyer attempts to terminate the Agreement without good cause during the third year of the contract Customer shall pay a cancellation fee of 25% of the yearly cost of the contract. This Agreement may be terminated:

- (a) by HUESTIS upon failure of customer to make any payment due to HUESTIS;
- (b) by HUESTIS in the event the applicable license agreement between the parties for the software is terminated; or
- (c) by either party in the event that the other party makes an assignment for the general benefit of its creditors, or any proceedings for the appointment of a trustee, custodian or receiver for the other party are commenced or if the other party ceases or threatens to cease to carry on business and such condition has not been remedied within 30 days of the occurrence of such condition. In the event that the Buyer elects not to purchase and/or implement any updates, versions or releases of the software or products HUESTIS may, within its sole discretion,
 - (i) continue the Service Plan for the remainder of the term or,
 - (ii) terminate this Agreement with a refund to Customer of the prorated amount under this Agreement allocable to the unexpired portion of the Service Plan. Buyer recognizes and agrees that due to the important regulatory and safety issues associated with the service and maintenance of the applicable products only Person(s) and Part(s) and Software authorized and approved by HUESTIS shall work on the product or be used in or with the products provided by HUESTIS. If any unauthorized Parts or Software are used in or with the products, or if any unauthorized person(s) modifies or attempts to maintain the product as described in this agreement HUESTIS shall not have responsibility for the malfunction of said unit and the Buyer agrees to pay all expenses necessary, required, incidental or consequential related to the repair of the product on a current Time and Material basis. HUESTIS may also, at its sole discretionary

option terminate the agreement without refund of any kind to the Buyer.

**8. LIMITATION OF DAMAGES AND LIABILITY
HUESTIS LIABILITY TO THE BUYER FOR DAMAGES,
HOWSOEVER CAUSED, SHALL NOT EXCEED PAYMENT
ACTUALLY RECEIVED BY HUESTIS FOR THE PRODUCT
OR SERVICE FURNISHED, OR TO BE FURNISHED, AS
THE CASE MAY BE, AND IN NO EVENT SHALL HUESTIS,
ITS EMPLOYEES, OFFICERS, DIRECTORS OR
REPRESENTATIVES BE LIABLE FOR INDIRECT,
CONTINGENT, SPECIAL OR CONSEQUENTIAL
DAMAGES (INCLUDING LOSS OF PROFIT).**

Notwithstanding the foregoing, liability for bodily injury, or death, shall be determined by the applicable law, but each of HUESTIS and the Buyer agrees to indemnify and hold the other harmless in respect of that portion of such liability attributable to its conduct or that of its directors, officers, agents and employees. If HUESTIS is unable to correct a malfunction with the product, either by repair or replacement at HUESTIS' option, Buyer's sole and exclusive remedy shall consist of a refund of the pro rated amount under this agreement allocable to the unexpired portion of the Service Plan.

9. PHONE SUPPORT

The availability of phone support is contingent upon the proper use of the products as specified in the accompanying operating manuals. Phone Support during the 'Service Call Window' will be provided only for resolving problems with the products experienced by Buyer and will consist of HUESTIS using

- (i) reasonable efforts to explain to authorized customer contacts the function and features of the products and,
- ii) clarifying to Buyer any support documentation provided by HUESTIS.

10. PATENT INDEMNITY

HUESTIS shall defend any suit or proceeding brought against the Buyer based on a claim that any product, or parts thereof, manufactured by HUESTIS hereunder constitutes an infringement of any valid patent or copyright in the United States or Canada provided notice thereof is promptly given to HUESTIS and all necessary authority and assistance in settling and defending such claim is given to HUESTIS, by the Buyer. If it is determined or agreed that the product constitutes such an infringement, HUESTIS, shall, at its sole discretion and expense, procure for Buyer the right to continue using such product or parts, modify the same so that it becomes non-infringing or remove said product or parts and refund an appropriate portion of the purchase price. The foregoing shall constitute HUESTIS' entire liability for patent infringement. Customer shall indemnify, hold harmless and defend HUESTIS at Buyer's expense from and against any losses, damages, claims, or liabilities of any

nature, including, but not necessarily limited to costs, expenses and reasonable attorney fees, which are threatened, brought against or incurred by HUESTIS caused by Customer's failure to comply with its obligations as specified in these Terms and Conditions.

11. GENERAL

(a) Buyer may not assign or cancel an accepted order for products or services without the written consent of HUESTIS.

(b) All agreements for the sale of products or services by HUESTIS shall be governed by the laws and Courts of the Commonwealth of Virginia (without reference to its provisions on conflicts of laws) and shall in all respects be treated as Virginia contracts. The application of the United Nations convention for the International Sales of Goods is expressly excluded.

(c) In the event of any conflict between these Standard Terms and Conditions and those of other applicable documents issued by HUESTIS relating to the same transaction, the following rules shall apply:

- i) the terms contained in a proposal shall rule over those appearing on the face hereof and these Standard Terms and Conditions, and
- ii) the terms appearing on the face hereof shall rule over these Standard Terms and Conditions.

(d) These Standard Terms and Conditions shall form an integral part of any purchase order issued by the Buyer. Any terms and conditions in the Buyer's order additional to or different from those appearing herein shall be deemed to be objected to by HUESTIS and shall be of no effect unless accepted by HUESTIS, as provided herein.

(e) Failure by HUESTIS to exercise any of its rights with respect to these Standard Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

12. FORCE MAJEURE

HUESTIS shall not be liable to the Buyer for failure to perform or delay in performing its obligations under this quotation arising from unforeseen circumstances or from causes beyond its reasonable control, including but not limited to: acts of God, flood, power failure, tire, explosion, casualty or accident, or war, revolution, riot, civil commotion, acts of public enemies, blockage or embargo, or any law, order or proclamation of any government, failure, inability, or incapacity of suppliers to have available for supply sufficient raw materials, equipment or machinery, interruption of or delay in transportation, strike or labor disruption, or other cause, whether similar or dissimilar to those above enumerated, beyond the commercially reasonable control of HUESTIS. HUESTIS shall promptly notify the Buyer and shall exert commercially reasonable efforts to eliminate, cure or overcome such event and to resume performance of its

obligations. HUESTIS reserves the right to allocate its products among its customers, as it deems equitable.

13. ENTIRE AGREEMENT

These Standard Terms and Conditions shall constitute the entire agreement between HUESTIS and the Buyer respecting the subject matter hereof. No representation, promise, agreement or condition in respect of such subject matter shall be binding on either party unless contained herein. Except for the correction of clerical errors, and notwithstanding anything contrary in the Buyer's purchase order, no amendment of these Standard Terms and Conditions shall have effect unless agreed to in writing by HUESTIS.