



RMD TERMS AND CONDITIONS OF SALE

Thank you for purchasing products from Radiation Monitoring Devices, Inc. ("RMD", "we", and "us"). Unless otherwise agreed in writing by us, your purchase and use of RMD products ("Products"), and our supply of Products to you, are exclusively subject to and governed by these terms and conditions ("Terms").

1. Contract Terms. These Terms, and any RMD written quotation or written proposal prepared by RMD specifically for you referencing these Terms (each a "Quotation"), together comprise the entire contract between you and RMD ("Agreement"), and supersede all other representations and understandings between the parties, whether written or oral, with respect to the subject matter of these Terms. Your purchase order for Products (each an "Order") constitutes your commitment to purchase the Products identified therein. By ordering Products from us or from an Authorized RMD Reseller, you accept and are bound by these Terms. This Agreement is created when we accept your Order, either by sending a written confirmation or by shipping the ordered Product. In the event of a conflict among documents, these Terms take precedence over a Quotation (unless such Quotation expressly identifies a specific provision within these Terms that is superseded by such Quotation, in which case the provision within the Quotation shall take precedence over the conflicting provision within these Terms solely for purposes of such Quotation), and an agreement signed by both parties takes precedence over a Quotation and these Terms. The terms of your Order (other than the Products identified therein) do not form a part of this Agreement and are expressly rejected by both parties, and have no force or effect.

2. Prices and Taxes. Pricing in our Quotation is valid for 30 days unless stated otherwise therein, but such pricing is subject to adjustment based on changes to specifications, quantities, raw materials, cost of production, shipment arrangements or other items that are not part of the original Quotation. If no price has been quoted to you in writing, the price is the RMD list price in effect at the time we accept your Order. Prices do not include taxes (including VAT), duties, levies or other government fees that may apply to your Order. If they apply, it is your responsibility to pay them. If we pay them, we will add them to your invoice. If you claim any exemption, you must provide a valid, signed certificate or letter of exemption for each applicable jurisdiction. You are responsible for standard delivery and handling charges.

3. Price Changes. Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission or substantial economic changes. In the event of any specific requirements (including without limitation any design, specification, ordered quantity, or shipment changes) representing a price increase, Buyer will be notified and afforded an opportunity to confirm.

4. Payment. Unless otherwise described in a Quotation, you will pay invoices within 30 days of receipt. You will pay all invoices without withholding, discount, setoff or reduction. Each Order is a separate transaction, and you may not off-set payments from one order against another. We reserve the right to require you to make full or partial payment in advance, or other security to our satisfaction, if we



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believe in good faith that your financial condition does not justify the payments terms otherwise specified. You will make all payments in U.S. Dollars, and payments are not refundable. If you are late in making payment, we may, without limiting our other rights: (i) suspend deliveries of Products, or terminate your Order; (ii) reject your Orders; and/or (iii) charge you a late-payment fee, from the due date until paid, at the rate of 1.5% per month, or, if less, the maximum amount allowed by law, which you must pay upon our demand. If we appoint a collection agency and/or an attorney to recover unpaid amounts, you will pay our costs of collection, including reasonable attorneys' fees.

5. Delivery; Cancellation; Changes. Unless otherwise described in a Quotation, we deliver all Products EX WORKS (INCOTERMS 2020) our shipping point. We may, in our discretion, make partial shipments and invoice each shipment separately. Our delivery dates are approximate only, and we are not liable for any loss, damage, fine, or penalty resulting from any delay in delivery. You acknowledge we cannot commence fulfillment of an order until we have received the correct amount of Buyer Components (defined in Section 6.5), if applicable. If we delay delivery for a cause beyond our reasonable control, we may terminate the affected Order or reschedule the delivery within a reasonable period of time. You may not refuse delivery or otherwise be relieved of any obligations as the result of a delay. If our delivery is delayed due to any cause within your control, we will place the delayed Products in storage at your risk and will invoice you at our then-current storage rates. Once you have placed your Order, you cannot cancel or change it unless we consent in writing, in which case you will pay cancellation charges or an adjustment in the purchase price, as specified by us. You may not return Products without our prior written consent. Any claims against us for shipment shortages must be made within five (5) days of delivery. Products are considered delivered when we make them available to you for collection at origin. At this point, you are responsible for risk of loss and damage, and title to purchased Products will pass to you.

6. Authorized Use. If we authorize you to resell Products, you are responsible for your customers' use of Products, and we have no liability or responsibility with respect thereto. You are solely responsible for your use and sale of Products and for making sure that the way you use and sell Products complies with applicable laws, regulations and governmental policies and Product documentation. You must obtain all necessary approvals and permissions you may need to use and sell the Products. It is your responsibility to make sure the Products are suitable for your particular use. You represent and warrant that you have not and will not violate the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act, or any laws and regulations pertaining to bribery, improper payments, kickbacks and corruption of the country of your operations, the country in which your business is conducted, or any other relevant country.

7. Limited Warranty and Disclaimers.

7.1. We warrant to you, our original buyer only, that each Product manufactured by us and sold to you under these Terms, excluding Buyer Components (defined in Section 6.5), will be free from material defects in workmanship and materials for one (1) year from the date of delivery ("Warranty"). You must fully inspect each shipment of Product upon receipt and inform us promptly by phone or in writing of any defects that you discover. For each Product that does not meet its Warranty, if you notify us of such nonconformity during the one (1) month warranty period, we will, at our option and expense, repair or replace the Product, or provide you with a credit for the purchase price of the Product.

7.2. The Warranty does not cover, and we have no responsibility, liability or obligation with respect to: (a) normal wear and tear, including chemical corrosion or decomposition; (b) accident, disaster or acts of nature (including extreme temperature, humidity, abrasives, dirt or corrosive



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material); (c) your fault or negligence or use of the Product other than as expressly permitted herein, or use in contravention of its documentation; (d) causes external to the Products such as, but not limited to, power failure or electrical power surges; (e) Products sold to you as 'used' or 'refurbished' products; (f) storage, or handling in an improper, inadequate, or unapproved manner; (g) modifications to or tampering with the Products; (h) Products customized in accordance with specifications you gave us; (i) parts damaged in shipment; (j) failures due to operation of Products beyond rated capacities, in connection with equipment not approved by us, or in any otherwise improper manner; (k) contamination with radioactive material; (l) damage due to efforts to de-contaminate of radioactive material.

7.3. To make a Warranty claim, you must notify our customer support team during the Warranty period, and then follow our instructions with respect to return of the defective Product.

7.4. The Warranty extends only to you, the original purchaser, and not to your customers, and you must handle all of your customer warranty claims. We make no warranties with respect to Buyer Components or Products that include Buyer Components. **The remedies identified in this Section 6 are your sole and exclusive remedies, and our only liabilities, under the Warranty.** EXCEPT FOR THE WARRANTY DESCRIBED IN THIS SECTION 6, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO PRODUCTS, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR RELATING TO CUSTOM, USAGE OR TRADE. WE DO NOT WARRANT THAT PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. You acknowledge that you are responsible for your use of Products, including reliance upon results from such use, and that you will use professional care and judgment in using our Products and relying upon results. We have no liability or responsibility with respect to your reliance upon results from use of Products. You agree that you are not purchasing or leasing any Product from us in reliance upon any representation or warranty not specifically set forth in this Agreement, nor on the completion of the representations and warranties set forth herein or in any document or instrument referred to herein.

7.5. If you are to provide us with components, materials or parts for inclusion within a Product (each a "Buyer Component"), then you warrant that (i) you have a right to deliver Buyer Components to us, (ii) we have the right to use Buyer Components for purposes of your order, (iii) Buyer Components have been developed, manufactured, tested, processed, and transferred in compliance with all applicable laws; and (iv) the manufacture, use, sale, and import of Buyer Components, and their inclusion within Products, do not infringe or misappropriate intellectual property rights of third parties.

8. Your Indemnity. You will indemnify, defend with competent and experienced counsel acceptable to us, and hold us and our subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders, agents and employees, harmless from and against any and all damages, liabilities, causes of action, suits, claims, demands, losses, fines, penalties, costs and expenses (including without limitation reasonable attorneys' fees) suffered or incurred by any of the foregoing entities or individuals arising from or in connection with (a) your negligence, misconduct, violation of applicable laws, breach of this Agreement, or noncompliance with Product documentation and Product use information; (b) your misuse of Products; (c) integration or combination of the Product with other products not provided by us; (d) all matters relating to Buyer Components; and (e) claims, allegations, disputes, and all other matters relating to your resale of Products to your customers.

9. Intellectual Property. As between you and us, we exclusively own all intellectual property rights relating to, covering, claiming, included and/or embodied in, our Products (other than Buyer Components). Our license, sale, loan or lease of Products to you grants you only a limited, 44 Hunt Street, Watertown, MA 02472-4699 | Phone: 617.668.6900 | Fax: 617.926.9980 | info@rmdinc.com | www.rmdinc.com



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nontransferable right under our intellectual property only for the specific intended use of the Products you bought, licensed, borrowed or leased from us and strictly in accordance with and for the term of this Agreement. You will not modify, change, remove, cover or otherwise obscure any trademarks, logos, trade or service marks on Products, and you may not co-brand or co-label Products. Nothing in this Agreement limits our ability to enforce our intellectual property rights.

10. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RMD WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS OF COVER, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR LOSS OF REVENUE, THAT YOU OR A THIRD PARTY MIGHT INCUR UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT MAY ARISE FROM OR IN CONNECTION WITH OUR PRODUCTS, EVEN IF WE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES; *PROVIDED, HOWEVER*, THAT THIS SENTENCE WILL NOT LIMIT DAMAGES CAUSED BY OUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD. IN ADDITION AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, RMD'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY PRODUCT, IS LIMITED TO THE AMOUNT YOU PAID TO RMD UNDER THE ORDER UNDER WHICH THE LIABILITY AROSE.

11. Export Restrictions. You acknowledge that each Product and any related technology, including technical information we supply you, including those contained in product documents (collectively "Items"), is subject to U.S. government export controls. The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. You must comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item, and you are responsible for securing all applicable export licenses unless otherwise agreed by us in writing.

12. Miscellaneous. You may not delegate any duties nor assign any rights or claims hereunder, and any such attempted delegation or assignment will be void. We may assign, delegate or transfer this Agreement or our rights or obligations hereunder, in each case in our discretion. This Agreement is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement. The Agreement and performance under it will be governed by the laws of the Commonwealth of Massachusetts, United States, without reference to choice of law provisions, and all actions brought to enforce or interpret the Agreement and any all disputes hereunder or in connection herewith, including any negotiations relating thereto, shall be heard exclusively in the state and federal courts located in Boston, Massachusetts, which courts have exclusive jurisdiction over all disputes relating hereto. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent such failure is caused by, or to the extent we cannot perform due to, circumstances beyond our reasonable control, including without limitation acts of God and nature, embargoes, war, acts of war (whether war

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be declared or not), terrorism, insurrections, riots, civil commotions, strikes, lockouts, or other labor disturbances, government actions, fire, earthquakes, floods, epidemics, pandemics (whether declared or not), and any actions we take to comply with applicable laws, directives, pronouncements or guidelines issued by a governmental entity relating to pandemics, such as quarantines and sheltering in place. In certain situations, we may use our reasonable judgment and apportion Products then available for delivery fairly among our customers, or may terminate your order without liability to you. Our failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. No person other than you or us will have any rights under the Agreement. This Agreement binds the parties' successors and permitted assigns. Headings are for convenience only and shall not be used in the interpretation of these Terms. Any notice or communication required or permitted under these Terms must be in writing and will be deemed received when delivered by commercial courier, or 3 business days after being sent by certified mail, postage prepaid, to a party's specified address. Notices to RMD must be sent to the attention of its General Counsel. No waiver, consent, modification, amendment or changes to the terms of this Agreement will be binding unless in writing and signed by both parties. Our failure to object to terms contained in any subsequent communication from you is not a waiver or modification of this Agreement.

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