



OSERIX Terms of Sales

1. QUOTATION

A quotation supersedes all previous ones for the same purpose and has no value if an order is not issued by the Buyer specifically referring to a quotation issued by SA OSERIX later than the date indicated or, in the absence of such a date, sixty (60) days following the date of the quotation. A quote can be withdrawn or modified at any time upon notice prior to the acceptance OSERIX SA the order of the Buyer. Notwithstanding anything in these Terms of Sales any product order will be binding unless and until acceptance of the order by the Buyer OSERIX SA.

2. GENERAL CONDITIONS

Any of the terms in the order of the Buyer in addition to or different terms and conditions contained herein shall be deemed as rejected by OSERIX SA and will have no effect unless it is accepted by OSERIX SA in accordance with the present. In the absence of prior agreement between OSERIX SA and the Buyer, the Buyer taking delivery of goods implicitly accepts these terms and conditions. In case of breach or default by the Buyer of its obligations under these Terms of Sales and if there is not remedied within fifteen (15) days after written notice by OSERIX SA of the offense or breach of Buyer, OSERIX SA may in addition to any remedies it may have, terminate this Agreement immediately or suspend delivery of the product by written notification.

3. PRICE

Prices and charges mentioned are only valid for the specified transaction and, unless explicitly stated otherwise, all taxes and all applicable fees are borne by the Buyer.

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4. DELAYS

A lack of acceptance by the Buyer, delivery of all consignments in accordance with the delivery schedule empower OSERIX SA to charge the Buyer any additional costs incurred thereby and the Buyer shall bear the risk of loss of product and costs from the original date of expected delivery. In the event of a shortage of the product during the period of delay, OSERIX SA reserves the right to distribute its products among its customers, as it deems equitable.

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5. PACKAGING

All products will be packaged for shipment according to OSERIX SA common practices and in accordance with applicable regulations. Costs and the obligation to dispose the disposable shipping containers shall be borne by the Buyer. Buyer will not use containers for any material other than the original product shipped in the container. The Buyer agrees to store and handle the product at any time under controlled conditions and in accordance with national and international regulations in force. Transport containers are and remain the property of OSERIX SA or its partners. Conservation containers of more than twenty-one (21) days after the shipping date is subject to additional charges, unless otherwise agreed in writing by both parties. The use of these containers for other purposes than to return to OSERIX SA or its partners is prohibited.

6. DELIVERY

Delivery will be made to the stipulated place. Unless otherwise stated, the title of ownership and risk of loss with respect to the product will be passed to the Buyer at the time of delivery.

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7. INVOICE AND PAYMENT

Prices, currency, mode and time of payment shall be as set forth in the quotation and / or invoice. Invoices may be submitted by OSERIX SA at shipment time. The Buyer shall pay monthly interest on overdue accounts will at a monthly rate of 1%. OSERIX SA may request an advance payment, suspend or terminate its obligation to deliver without prejudice to his rights against the Buyer, if OSERIX SA determines, in its sole discretion, that the financial condition of Buyer warrants such action.

8. PRODUCT WARRANTY

OSERIX SA provides the following guarantees regarding its products:

Sealed sources, these products comply with current specifications OSERIX SA and are guaranteed against defects in workmanship or materials for a period of one (1) year from the date of delivery, the Buyer must retain sources sealed and dry.

Equipment, accessories and spare parts: the projector gamma is warranted against defects in workmanship or materials for a period of one (1) year from the date of delivery. Spare parts for the projector gamma which are provided during the original warranty period will be warranted until the expiration of the warranty period or six (6) months from the date of shipment, whichever date expiry is later.

Warranty Conditions: Buyer shall inspect the product promptly upon receipt of delivery and notify OSERIX SA, within seven (7) days of receipt defects, damages or shortages at the time of the alleged delivery. All obligations OSERIX warranty shall terminate and be void if products are subjected to accident, abuse, misuse, combination, alteration, neglect, or if they are not used / used or stored according to specifications OSERIX SA. OSERIX SA will repair or at its discretion replace products or parts defective products. All costs for labour incurred during the warranty period during normal business hours of service personnel will be borne by OSERIX SA. The labour costs of warranty service work outside of these hours will be borne by the Buyer.



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Upon request of OSERIX SA, defective products must be retained for inspection or returned. All transportation charges of the returned product shall be borne by the Buyer. Notwithstanding the foregoing, OSERIX SA makes no warranties for products that are not manufactured by them but, to the extent possible, extends the warranty provided by third party suppliers or manufacturers. OSERIX SA may request at its own expense, the return of any product for which a claim under a guarantee is introduced. Buyer acknowledges that OSERIX SA manufactures and supplies products to meet the specifications. Unless otherwise expressly stated in this Agreement, OSERIX SA is not responsible for any other warranties or conditions, whether express or implied, or statutory.

9. PRODUCT INFORMATION

Buyer acknowledges that it has received and knows the labelling, expiry date of the product (if applicable), literature and instructions OSERIX SA regarding the product and it will communicate this information to members of its staff, agents or clients that handle, process or sell this product.

10. LIMITATION OF LIABILITY, AND INDEMNITY

The responsibility of OSERIX SA with respect to the Buyer for any damages whatsoever shall not exceed the amount of the payment actually received by OSERIX SA to the product supplied. Appropriate OSERIX SA shall in no event be liable for incidental, contingent, special or consequential damages including loss of revenue or loss of gain, loss of use, loss of production, business interruption or loss of business opportunity, whether in contract, tort, negligence, strict liability, breach of a duty imposed by law or otherwise, and regardless of any notice of the possibility of such damages.

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A) Indemnity by Buyer

The Buyer agrees to indemnify, defend and protect OSERIX SA, its agents, officers, directors and employees against all claims, actions, costs, expenses and damages (including but not limited to, reasonable fees of lawyers resulting from: (i) statements or claims by Buyer for the product which are not authorized by OSERIX SA: (ii) the negligent acts or omissions of the Buyer, its staff or its representatives in Regarding the composition, use, sale, marketing. promotion or distribution. (iii) any failure on the part of the Buyer, its staff or its representatives to comply with the requirements government regulations or license relating to product provided, however, that OSERIX SA shall immediately notify Buyer of any such claim in each case to enable the Buyer to assume the exclusive control of your defence in this regard and offers all reasonable assistance in connection with the defence on this claim. OSERIX SA shall have the right to retain its own counsel at its own expense and participate in the defence.

B) Indemnity by OSERIX SA

OSERIX SA indemnify, defend and protect Buyer, agents, staff, officers and directors of the Buyer against all losses, liabilities, costs (including reasonable attorneys' fees) (i) resulting from any breach the head of OSERIX SA to comply with regulatory requirements or government license for the product, or (ii) arising out of or related to any injury or loss only to the extent that it is ultimately determined that the damage or loss has been caused by a defect in the product before the transfer of title of ownership to the buyer, provided that in each case, the Buyer shall promptly notify any claim OSERIX SA, SA OSERIX allows to assume the exclusive control of defence in this regard and offers reasonable assistance in connection with the defence on this claim. Notwithstanding the foregoing, the liability for personal injury or death will be determined by the applicable law but each party OSERIX SA and the Buyer agrees to indemnify and protect the other with respect to the share of liability that would be attributable to his conduct or that of its directors, officers and staff.

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11. GENERAL PROVISIONS

- (a) Except as otherwise provided herein, neither party may assign or cancel an order for a product accepted without the written consent of the other party.
- (b) The sale of products or services by OSERIX SA shall be governed by Belgian Law.
- (c) In case of conflict between these Terms of Sales and those on a quote or invoice shall prevail.
- (d) The fact OSERIX SA does not enforce any of its rights in respect of the supply of goods to the Buyer shall not constitute a waiver of such rights or forfeiture of such rights.
- (e) Any provision of these Terms of Sales is held invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of these Terms of Sales and without affecting the validity or enforceability of any of these terms in any jurisdiction.

12. FORCE MAJEURE

OSERIX SA will not be liable to the Buyer for any failure or delay in performance of its obligations contained in the present, due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to: the case of force majeure, flood, power failure, explosion, fire, accidents or disasters, war, revolution, acts of terrorism, riot, civil commotion, acts of public enemies, blockage or embargo, or any law, order or proclamation of any government or regulatory body, failure, inability or failure on the part of suppliers or regular suppliers to have sufficient raw materials, equipment or machinery, interruption or delay in transportation, strike or labour disruption or any other cause whether similar or dissimilar to the causes listed above, beyond the commercially reasonable control OSERIX SA. OSERIX SA promptly notify Buyer and consent to all commercially reasonable efforts to delete, correct or overcome such event and resume performance of its obligations. Any incremental costs incurred by OSERIX SA to provide a product from an alternative supplier (if applicable) will be charged to the Buyer. Buyer shall have the option to accept this arrangement for supply, otherwise, the delivery of the product by OSERIX SA may, without incurring any liability, be suspended or reduced by OSERIX SA for the duration



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of the Force Majeure. OSERIX SA reserves the right to distribute its products among its customers if it considers fair.

13. CONVENTION

Besides all Master Framework Agreement, these Terms of Sales constitute the entire agreement between Buyer and OSERIX SA for the supply of products. No representation, promise, agreement or condition relating to the products will be binding on either party if it is not included in this. Apart from correcting mistakes or typographical shorthand, and notwithstanding anything to the contrary in the Buyer's order, no modification of these Terms of Sales shall be effective unless agreed in writing by OSERIX SA.