

GENERAL TERMS & CONDITIONS OF SALE

1. **ACCEPTANCE OF TERMS.** THESE GENERAL TERMS AND CONDITIONS OF SALE ("GENERAL TERMS") APPLY TO ANY QUOTE, ORDER, AND ORDER ACKNOWLEDGEMENT, AND ANY SALE, LICENSE OR DELIVERY OF PRODUCTS OR SERVICES (COLLECTIVELY, "PRODUCTS") BY SIERRA RADIATION DOSIMETRY SERVICE, INC. ("SIERRA") TO ANY PURCHASER OR ACQUIRER OF PRODUCTS ("CUSTOMER"). SIERRA DOES NOT ACCEPT, EXPRESSLY OR IMPLIEDLY, AND SIERRA HEREBY REJECTS, ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS THAT CUSTOMER PRESENTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS OR CONDITIONS CONTAINED OR REFERENCED IN ANY ORDER, ACCEPTANCE, ACKNOWLEDGMENT, OR OTHER DOCUMENT, OR ESTABLISHED BY TRADE USAGE OR PRIOR COURSE OF DEALING, UNLESS SIERRA EXPRESSLY AND UNAMBIGUOUSLY AGREES TO SUCH TERMS AND CONDITIONS IN A DULY SIGNED WRITING. BY ORDERING, RECEIVING, ACCEPTING OR USING PRODUCTS OR OTHERWISE PROCEEDING WITH ANY TRANSACTION AFTER RECEIPT OF THESE GENERAL TERMS OR AFTER OTHERWISE BEING NOTIFIED THAT SUCH TRANSACTIONS ARE SUBJECT TO THESE GENERAL TERMS, CUSTOMER AGREES TO THESE GENERAL TERMS.
2. **PAYMENT TERMS.** Unless otherwise stated on the face of these General Terms (or otherwise agreed in writing by Sierra), all payments shall be made in US Dollars and are due and payable thirty (30) days from the date of Sierra's invoice. All payments shall be made to Sierra at the address designated on Sierra's invoice, or such other address as Sierra shall designate. If all the Products covered by these General Terms are not delivered at the time of scheduled delivery (i.e., only a partial delivery is rendered), Customer shall pay the unit prices for the Products delivered as determined by Sierra in its reasonable discretion. Each delivery, whether full or partial, shall be considered a separate and independent transaction. If Sierra does not receive all amounts when due (a) any due and unpaid portion of the fees shall bear interest in the amount of one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is less; and (b) Sierra may immediately suspend deliveries, licenses and performance of any services. All deliveries and performance of work covered by these General Terms shall at all times be subject to Sierra's approval of Customer's credit, and Sierra may at any time decline to make any shipments or deliveries, or perform any work, except upon receipt of payment or upon terms and conditions or security arrangements satisfactory to Sierra. Sierra shall retain a security interest in the Products, until all payments are made in full by Customer to Sierra. Customer authorizes Sierra to file, and shall execute upon Sierra's request, documents and related filings and recordings necessary for Sierra to perfect the foregoing security interest under applicable laws.
3. **TAXES.** Unless Sierra expressly states otherwise, all fees and prices quoted or invoiced exclude sales taxes, service taxes, withholding taxes, customs duties, and other taxes and charges, insurance, and costs related to transportation and special packaging requested by Customer, if any. Any such charges and costs shall be paid or reimbursed by Customer. If any withholding taxes apply, Customer shall gross up the invoiced amount to ensure that, after such withholding, Sierra receives the full amount invoiced. Customer shall pay, in addition to the prices quoted, the amount of any present or future customs duties or sales, use, excise or other similar tax applicable to the sale of Products or performance of services covered by these General Terms, or in lieu thereof Customer shall supply Sierra with an appropriate tax exemption certificate.
4. **DELIVERY TERMS.** Delivery shall be EXW (Sierra's site) Incoterms ® 2010.
 - 4.1. Delivery Dates. Sierra will estimate the delivery dates for Customer's order. Both full and partial deliveries are authorized hereunder, and Sierra shall not be liable for, nor shall Sierra be in breach of, its obligations to Customer because of any partial delivery made at the time of scheduled delivery or because of any delivery made within a reasonable time after the stated delivery date. Sierra may change any delivery date and such date shall become the agreed upon delivery date unless Customer objects to such date in writing.
 - 4.2. Title. When dosimeters are provided to Customer, the fees paid by Customers constitute fees for the provision of the Services and not for the tangible dosimeter itself, title to which is retained by Sierra.
 - 4.3. Packaging. The Products shall be packed by Sierra and will be delivered for shipment in standard commercial packaging. When special or export packaging is requested or, at the discretion of Sierra, is required under the circumstances to minimize risk of loss or damage in transit, the cost of the same, if not set forth on the invoice for delivery, may be separately invoiced to Customer.
5. **CANCELLATION; DAMAGED GOODS.**
 - 5.1. To the extent Products include tangible goods, on standard price list items, Customer may return such goods that are in "as new and saleable" condition, within thirty (30) calendar days of shipment, providing Customer pays a minimum restocking charge of 20% and all freight costs. To the extent Products include services, all fees, charges and sales of such services are final. Once dosimeter(s) have been produced, Customer's order is non-refundable and Customer's subscription for services will automatically renew until canceled in writing. If Customer cancels a subscription, it will remain active for the remainder of the time period for which Customer paid, but Customer's subscription will not automatically renew.
 - 5.2. Non-Returned/Damaged Badges. All dosimeters remain the property of Sierra and must be returned at the end of each exchange period. A dosimeter (including controls) not returned 60 days after the end of the wear period, or received in damaged condition, will incur a non-refundable replacement charge for each dosimeter.
6. **NO WARRANTIES.** SIERRA DOES NOT MAKE ANY WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS OR SERVICES DELIVERED HEREUNDER. THE PRODUCTS OR SERVICES ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, WHETHER EXPRESS OR IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SIERRA.
7. **BREACH.** Any one of the following acts by Customer shall constitute a breach by Customer hereunder: (a) failure to make payment to Sierra for any Products when due; (b) failure to accept conforming Products supplied hereunder; (c) return of any Products delivered to Customer without the prior written consent of Sierra; (d) filing of a voluntary or involuntary petition in bankruptcy by any third party against Customer, the institution of any proceedings in insolvency or bankruptcy (including

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reorganization) against Customer, the appointment of a trustee or receiver of Customer, or an assignment for the benefit of Customer's creditors; or (e) any other act by Customer in violation of any of the provisions hereof. In the event of a breach by Customer, Sierra may terminate the order covered hereby or any part thereof, without any liability or penalty whatsoever, upon written notice. Customer shall pay all costs including reasonable attorneys' fees, incurred by Sierra in any action brought by Sierra to collect payments owing or otherwise enforce its rights hereunder.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, LOSS OF USE OF POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, CLAIMS OF CUSTOMER'S THIRD PARTIES FOR SERVICE INTERRUPTION, OR CLAIMS OR PENALTIES OF CUSTOMER OR ITS AFFILIATES FOR ENVIRONMENTAL DAMAGES, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIERRA'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES CUSTOMER HAS PAID, OR IS PAYABLE TO SIERRA UNDER THE ORDER COVERED HEREBY, AND IF SUCH DAMAGES RELATE TO CUSTOMER'S USE OF THE PRODUCTS OR SERVICES, THEN SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY. Notwithstanding the foregoing, the limitation of liability herein will not apply to Customer's liability from: (a) any infringement, misappropriation, unauthorized disclosure or misuse of Sierra's proprietary information or intellectual property rights; or (b) any breach by the Customer of compliance obligations in Sections 9 or 11.3.

9. EXPORT CONTROL LIABILITY. The Parties shall observe and adhere to all applicable laws, regulations and rules relating to the export, re-export, diversion or transfer of technical data, and direct products thereof. The foregoing shall include without limitation the export control laws of (a) the country in which the Products are manufactured, and (b) to the extent applicable, the United States. Customer shall be responsible for obtaining all re-export licenses of the United States (to the extent applicable) for the export or re-export of the Products. Customer covenants not to export, supply or otherwise make any of the Products available to any person or entity: (i) located in an U.S. embargoed country (e.g., Cuba, Iran, North Korea, Sudan or Syria); (ii) listed on any US or European Union list of prohibited or restricted parties; or (iii) that will use those Products in any activities directly or indirectly related to nuclear, chemical or biological weapons or missiles. Sierra makes no guarantees or assurances of the re-export licensability of any Products purchased pursuant to these General Terms. Customer agrees to defend and hold Sierra harmless from any claims, damages or liability resulting from the breach of any part of this Section 9. Failure by Customer to comply with export control regulations and the provisions of this Section 9 shall be sufficient cause for Sierra, at its option, to either terminate the purchase order or demand proof of compliance therewith from Customer. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other obligations under these General Terms.

10. FORCE MAJEURE. Except for payment obligations, non-

performance or late performance shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing or late-performing party whether or not similar to the foregoing. If by reason of any such force majeure event, Sierra's supplies of Products are limited, Sierra shall have the right to prorate the available supply in such a manner as it, in its sole discretion, determines appropriate. Deliveries suspended or not made by reason of this Section 10 shall be canceled without liability; provided however, that payment obligations for Products already delivered shall otherwise remain unaffected.

11. GENERAL.

11.1. Proprietary Rights. Sierra retains for itself all proprietary rights in and to all designs, engineering details and other data pertaining to any Products sold except where rights are assigned under written agreement by a corporate officer of Sierra.

11.2. Sale Conveys no License. The Products sold hereunder are offered for sale and are sold by Sierra subject to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent for the design, manufacturing or sale of Sierra Products of proprietary rights.

11.3. Compliance with Law. Each party shall perform all acts necessary to comply with, and shall cause their respective officers, directors, employees, contractors and agents to comply with, any and all national and local laws and regulations applicable to each of them.

11.4. Choice of Law and Arbitration. These General Terms and any related dispute between the parties ("Disputes") shall be governed by the laws of the State of California, excluding its conflict of laws principles.

11.5. Assignment. Customer may not assign its rights or obligations under these General Terms without the prior written consent of Sierra, and any purported assignment without such consent shall have no force or effect. Sierra may assign these General Terms without Customer's consent.

11.6. Waiver. Any waiver by Sierra of any default by Customer hereunder shall not be deemed to be a continuing waiver of such default or a waiver of any other default or any other term or condition of these General Terms.

11.7. Amendments. The General Terms may not be superseded, modified or amended except in writing and signed by an authorized representative of each party hereto, provided, however, that Sierra may modify the specifications of the Products sold hereunder if such modification does not change the form, fit or function of such Products.

11.8. Entire Agreement. These General Terms, along with the documents incorporated by reference on the face hereof (but expressly excluding the terms and conditions of Customer's purchase order or any similar document issued by Customer) constitutes the entire agreement between Customer and Sierra with regard to the Products listed on the face hereof, and expressly supersedes and replaces any prior or contemporaneous agreements, whether written or oral, relating to such Products or services.