



# GENERAL CONDITIONS OF SALE AND DELIVERY

## effective from 1<sup>st</sup> September, 2018

### 1. General

All our offers, sales and deliveries are subject exclusively to the following conditions, unless anything to the contrary has been confirmed by us in writing. Business conditions of the Buyer which conflict with present conditions will become the part of the current contract only if they are accepted expressly and in writing by us.

### 2. Acceptance of Order

All offers issued by us are open for acceptance for the period stated in the offer, or if none is stated, for thirty days. Orders are considered accepted by us, if we have submitted to the Buyer a written confirmation, or executed the delivery implicitly.

Any amendments, cancellations or other modifications of orders by the Buyer are subject to their acceptance by the manufacturer. Manufacturer reserves the rights, from time to time, to modify, alter, improve, change or discontinue any Product at its sole discretion.

### 3. Prices

Our prices are to be understood net, in the currency agreed upon. The prices may be modified at Manufacturer's sole discretion, from time to time, due to any change in market conditions.

### 4. Despatch

The goods are shipped for account and risk of Buyer, even if transport charges are being borne by us, or delivered free of charge. We shall not be liable for any loss occurred during transportation. All forwarding instructions are to be given with the order. However, we have the right to choose the route and the means of transportation, unless otherwise agreed. Any warranty for the quickest and cheapest transportation are explicitly excluded. Special fees for express deliveries, effected on the Buyer's request, shall be at the Buyer's expense. International Commercial Terms such as FOB., CIF., C and F. etc. are to be interpreted according to the INCOTERMS, 2010.

### 5. Delivery

Delivery dates are indicated in good faith, however we reserve the right to alter the delivery date notifying the Buyer as soon as possible. We do not accept liability for any direct or indirect loss or damage due to the eventual delay in delivery howsoever caused.

### 6. Packaging

Where the goods are supplied by us in returnable containers they must be returned to us at the Buyer's expense in good condition within the period specified by us in writing.

Containers are hired out - unless otherwise agreed - for 30 days free of charge, after this period a specified charge - subject to the type of the container - is to be paid.

### 7. Reservation of Title

We retain ownership of the goods until such time as the Buyer has completely fulfilled all his obligations from the current business transaction toward us, such ownership is retained notwithstanding delivery to the Buyer. If under the law of the country in which the goods are located reservation of title is not permitted, we are entitled to demand an equivalent security from the Buyer.

### 8. Complaints

Complaints arising out of material defects or inadequate quantities so far as this can be discovered by a reasonable examination, must be submitted together with the evidences in writing immediately and in the case of apparent defect within 15 days after receipt of the consignment at the latest. If the complaint is justified, shortages will be rectified by further delivery, or the goods will be replaced. If the rectification or replacement would be either impossible or also defective, we shall, at our choice, either take back the goods, repay the purchase price or grant an appropriate rebate. Further claims are explicitly excluded. In case of hidden defects, which cannot be detected upon receipt of the goods complaints must be submitted within the expiry period stated in the analytical certificate or on the label, and where no expiry period is stated, within 30 days from the receipt of the consignment.

In case the order refers to products for which the unit is the activity the order is fulfilled in case the delivered amount is  $100 + / - 10\%$  of the ordered amount; in case of radiopharmaceuticals and radioactive drug substances it corresponds to the European Pharmacopoeia.

### 9. Force Majeure

We do not assume any responsibility for non-deliveries, delays or losses in general caused by any circumstances beyond our reasonable control including but not limited to any strike, lock-out, shortage of energy or raw materials, war, unavoidable breakdown, authorities' orders or regulations, including but not limited to any economic sanction imposed under a resolution approved by the Security Council of the United Nations, the US or the EU, which render the execution of a particular contract in part or in full impossible. All the aforementioned occurrences entitle us to withdraw from the contract wholly or in part without the Buyer having any right to compensation.

### 10. Special conditions for custom synthesis

We retain the right to revise the quoted price and/or deadline based on the preliminary synthesis experiments not later than the half-time of the expected synthesis duration counted from the confirmation of the firm order till the quoted delivery date. The Buyer has the right either to accept the amendment or to withdraw the order.

In case of delayed shipment due to unexpected, unavoidable technical problems during the synthesis procedure we agree to compensate the Buyer with 0.8 % weekly but totally not more than 10% of the net value of the ordered compound.

We retain the right to terminate the contract in case we are not able to fulfil it due to unexpected, unavoidable technical problems during the synthesis procedure. In case we do it later than the half-time of the expected synthesis duration counted from the confirmation of the firm order till the quoted delivery date we agree to compensate the Buyer with 10% of the net value of the ordered compound.

Any kind of compensation for delayed delivery and non-performance other than determined as above is expressly and explicitly excluded.

The elaborated synthesis route is the intellectual property of the Institute of Isotopes Co., Ltd. unless otherwise agreed in written form.

In case Buyer doesn't instruct us to dispatch the goods within 2 weeks after finishing the synthesis of the compound Buyer has to pay in advance the total price of the compound (i.e. in case 40% was paid in advance the remaining 60% is due). We are ready to store the goods, the fee and the duration of the storage is to be agreed separately. We can't guarantee that the material keeps its quality during the storage. Cost of the repeated analysis - if it is requested by the Customer - before the delivery (if it is later, than 2 weeks from finishing the synthesis) and cost of the purification (if it is needed) is to be agreed separately.

### 11. Safety Data Exchange Clause for Pharmaceuticals

We shall be informed by the Buyer promptly at any complaint, including any quality, safety, efficacy or performance related complaint, or after sales enquiry concerning the products, or any other issue which could be relevant to Seller's pharmacovigilance obligations in relation to the products, of which the Buyer receives notice or otherwise becomes aware, either within or outside the territory, concerning for the below listed cases: adverse events, overdose, off label use, misuse and abuse.

We ensure detailed guideline and background information, legal frame and relevant contact for pharmacovigilance on company website, via regular email.

### 12. Payment

Unless otherwise agreed in writing, payment of all invoices shall be made to us net and in full amount without any bank deduction in the currency invoiced through remittance in advance. If agreed in writing by both side previously remittance within 30 days from the date of the invoice is acceptable. Depending on the value of the goods delivered irrevocable, confirmed L/C might be required. In case of delay in payment on part of the Buyer, we reserve the right either

- to demand an adequate security for payment, or
- to levy interest for default on the unpaid amounts at the usual international rate or
- to suspend the deliveries and/or cancel any of our outstanding obligations.

All bank charges, expenses, exchange commissions and other costs arising at foreign banks are to be borne by the Buyer. We cover only those bank charges expenses and other costs which - according to the type of contract - are to be borne by the Seller, or which are expressly and explicitly undertaken by him.

### 13. Liability

Many of the products sold can be hazardous by nature. No liability is taken by us in case the products are not used according to the instructions supplied to them, and /or to relevant applicable regulations, practices and procedures concerning safety, storage, handling, use and disposal. The Buyer shall pass on to his users all relevant information received.

### 14. Patent situation

By the offer or the sale of merchandise we do not assume guarantee in respect of the patent situation of the product involved in the country of the Buyer unless otherwise agreed in writing.

### 15. Disputes

All disputes arising out of or in relation to this agreement shall be discussed by the parties in a friendly manner. Place of performance and jurisdiction for both parties shall be Budapest. Both parties accept the competency of the Arbitration Court of the Hungarian Chamber of Commerce in Budapest. However, we retain the right to assert our claims at the Buyer's legal domicile. The claims or disputes arising out of particular contract have to be settled on the basis of the Hungarian Substantive Law.

### 16. Reexport prohibition

Reexport is not allowed unless previously agreed in written form.

### 17. Return deliveries

Return deliveries require our previous consent.