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McMaster Nuclear Reactor General Terms and Conditions of Sale

1. General

These General Terms and Conditions of Sale (the “Terms”) contain the entire and exclusive agreement between McMaster University (the “University”) and its customer (the “Customer”) regarding the sale of the goods from the McMaster University Nuclear Reactor (the “Product”). In the event of any conflict or inconsistency between these Terms and the terms and conditions contained in Customer’s order or in any other form issued by Customer, whether or not any such form has been acknowledged or accepted by the University, the University’s terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon the University unless made in writing and signed by a duly authorized representative of the University

2. Prices, Shipping Charges, Taxes and Duties

All pricing is in US dollars. Unless otherwise stated in the quotation, prices are valid for 30 days from date of quotation. The prices quoted include packaging in accordance with normal shipping regulations for the Product and do not include shipping, taxes, duties or other imposts levied by any competent authority for the sale, transfer, or shipment of the Product, which taxes, duties and imposts shall be borne by the Customer. In the case of Iodine-125, unless otherwise stated in the quotation, the University will allow for 6 days of decay of material from the shipment date to offset shipping times, which allowance is included in the price.

3. Terms of Payment

The University shall invoice the Customer the amount due upon delivery of the Product to the Customer. The Customer shall pay such invoices within sixty (60) days from the date of invoice. Payment shall be made by cheque or bank wire at the University’s bank account, which will be indicated on each invoice, at the sole expense of the Customer. The University shall be entitled to charge interest at the rate of 12% per annum on any overdue invoices that have been correctly issued and are payable on the amount outstanding from the due date for payment to the actual payment date (whether before or after judgment).

4. Ordering, Shipment Method and Terms.

Orders placed by the Customer must be placed at least 14 days in advance of requested delivery date. All orders are subject to availability, and shall be accepted by the University when it delivers to the Customer an Order Confirmation. All quoted scheduled shipment dates are approximate and subject to delays caused by fire, strike, or other labor disturbances, acts of God, shortages of material, or any other factor or event beyond the University’s reasonable control, none of which factors or events shall give rise to any liability on the part of the University. In no event shall the University be liable for consequential or other damages for any delay in delivery.

The University shall deliver all shipments of Product to the Customer’s designated transport agent (“Designated Agent”) at the University’s facilities, or at such location as otherwise designated on the quotation. All costs in respect of transporting any shipment of Product following delivery to the Designated Agent shall be borne and paid by Buyer. Title to and risk in the Product shall pass from the University to the Customer upon delivery to the Designated Agent, at which time the Customer assume all liability for the Product.

5. Certificate of Analysis

All Products shipped will be accompanied by a Certificate of Analysis containing information provided by the University. The analysis is specific to the actual stock material from which the lot of material was dispensed and shipped and is not a general specification, unless so stated.

6. Compliance with Laws

Customer shall comply with all applicable laws, statutes, ordinances and regulations of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality (“Governmental Authority”) relating to the processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of the Product by the Customer, including, without limitation, transportation and safety laws and Canadian export and import control laws (“Applicable Laws”).

7. Hazards

When Product shipped by the University has been classified as hazardous materials by any Governmental Authority, it must be handled only by qualified and trained personnel, in compliance with all Applicable Laws. When ordering and purchasing such hazardous materials from the University, the Customer represents and warrants that: (a) it is fully aware about the health and safety hazards associated with the handling of such ordered materials; (b) it has in place the necessary industrial hygiene controls to protect its employees from such health and safety hazards; (c) it understands and acknowledges applicable government regulations and the need to adequately warn its employees of the health and safety hazards associated with such materials; and (d) it has obtained any permits required under Applicable Laws for the processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of the Product by the Customer. Safety Data Sheets (SDS) for radioisotopes are not supplied by the University. The safe use of purchased materials and radioisotopes are the sole responsibility of the Customer and the University is without liability for their use.

8. Warranty

The University warrants in respect of each sale or consignment of Product that, at the time of delivery to Customer, the Product will (i) conform to the Specifications indicated in the quote or Certificate of Analysis, and (ii) be manufactured and packaged in accordance with Applicable Laws. The Customer waives, releases and disclaims all other undertakings, representations, warranties or conditions of any kind, whether express or implied, written or oral, arising by law, statute or otherwise, including without limitation the implied warranties, representations or conditions of merchantability, fitness for a particular purpose.

Customer shall inspect the Product supplied hereunder immediately after delivery. Except with respect to claims for shortages, Customer's failure to give notice to the University of any claim within thirty (30) days after the date of delivery shall constitute unqualified acceptance of the Product. Claims for shortages must be received by the University in writing within 72 hours after delivery of the Product. The University shall be given a reasonable opportunity to inspect any shipment claimed by Customer to contain a shortage.

9. Liability

University's sole obligation and liability, and Customer's exclusive remedy, for any liability or cause of action in any way connected with or arising out of the supply of Product, whether in tort, contract, strict liability or other legal theory, is expressly limited to, at the University's option, replacement of the nonconforming Product or payment in the amount not to exceed, in the aggregate, the purchase price of the specific Product for which damages are claimed. The University shall have no liability for defects in Products and/or services supplied by persons other than the University. **IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, AGGRAVATED, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, AND LOSS OF PROFITS INCURRED OR SUFFERED ARISING OUT OF THE TERMS OR ANY PRODUCT SUPPLIED BY THE UNIVERSITY HEREUNDER.**

10. Indemnity.

Customer agrees to defend, indemnify, protect, and hold harmless the University and its Board of Governors, employees, agents, contractors and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including legal fees on a substantial indemnity basis), penalties, and judgments arising out of or related to (i) the breach by the Customer of any covenant, representation or warranted contained in this Agreement; (ii) any negligent or willful act or omission of Customer or its agents or employees; (iii) Customer's (or its agents' or employees') processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of any Product (or any product containing the Product) or (iv) Customer's violation of any Applicable Laws.

11. Force Majeure

University shall not be responsible for any delay or failure to perform its obligations hereunder due to any event or occurrence beyond its reasonable control ("Force Majeure"). Force Majeure includes, but is not limited to, a) fire, storm (including snow storms, blizzards or ice storms), hail, flood, strike, lockout, accident, act of war or terrorism, riot, civil commotion, embargo, (b) any regulation, law, change of law, order or restriction of any Governmental Authority, or (c) the shutdown of the McMaster University Nuclear Reactor or the inability of University to obtain any required raw material, energy source, equipment, labour or transportation, at prices and on terms University deems practicable from University's usual sources of supply. University shall not be

subject to any liability to Customer for failing to perform during the period such inability exists. Without limiting the generality of the foregoing, under no circumstances shall University be obligated to purchase Product from a third party for delivery to Customer in the event of a Force Majeure. Quantities of Product so affected may, at the option of either party, be eliminated from the purchase order without liability. Any time commitments imposed on University in respect of delivery of Product shall be extended by the period of time force majeure is claimed by the University, but the purchase order shall remain otherwise unaffected.

12. Changes and Cancellation

Orders accepted by the University are not subject to changes or cancellation by the Customer, except with the University's written consent or pursuant to a Force Majeure. Orders already dispensed cannot be changed. Note orders can be dispensed up to 2 weeks in advance of the ship date as they are subject to scheduling and availability of product.

13. General

This Agreement is to be construed and governed by the laws of the Province of Ontario and federal laws of Canada applicable therein. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all disputes or matters arising whatsoever under or in connection with these Terms. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply. Failure of either party to exercise any right it has under these Terms on one occasion shall not operate or be construed as a waiver by such party of its right to exercise the same right on another occasion or any other rights it has. Any waiver must be in a writing signed by the waiving party.