

TERMS AND CONDITIONS OF PURCHASE

Medi/Nuclear® Corporation, Inc. (Seller) is pleased to provide the purchaser (Buyer) of its manufactured radioaerosol delivery systems, Xenon delivery system, and related supplies and services (Products), the following Terms and Conditions of Purchase (Terms).

Purchase Orders

- The following information is to be included on all Purchase Orders: 1) Buyer's name, 2) bill to address and complete delivery address, 4) purchase order number, 5) date by which the product is required, 6) shipping preference, 7) item, quantity, unit price and total price per line, 8) contact name, phone number, fax number and email address.
- Flood source orders must include a complete copy of the appropriate Radioactive License.
- Orders may be placed using the following methods: 1) calling Customer Service at (800) 321-5981 or (626) 960-9822, 2) emailing Customer Service at cs@medinuclear.com , 3) faxing Customer Service at (626) 960-8700.
- Buyer may not assign any quotation or accepted order for Products, in whole or in part, without Seller's prior written consent.

Prices and Payments

- All prices are F.O.B. Origin and listed in U.S. Dollars.
- Product prices exclude applicable U.S.A. federal, state, or local sales, use, excise, or other taxes. Appropriate taxes will be included on the invoice to be paid by Buyer. In lieu thereof, the Buyer may provide Seller with a tax exemption certificate in a form satisfactory to Seller and acceptable to the applicable taxing authorities.
- Quotation prices will be valid for thirty (30) days from the date of the quotation, unless otherwise specified.
- The following methods of payment are accepted: Company Check, Bank Wire, Electronic Funds Transfer (EFT), Automated Clearing House (ACH), and Credit Card (Visa, Mastercard, Discover)
- Credit terms of net thirty (30) days from the date of invoice are available to qualified accounts only.
- Accounts not paid within a thirty (30) day period may be subject to a 1.5% charge for each additional month and/or be given pre-payment status.

Modifications and Cancellations

- Products are generally shipped the same day. Customer Service will confirm an order and provide delivery information at that time. If necessary, a Purchase Order may be modified or cancelled on the same day it is placed, prior to shipment, without consequence. To cancel an order after it has shipped please see **Exchange and Return Policy**.
- Modification or cancellation of Purchase Orders placed for non-Medi/Nuclear® products must be made in writing, prior to shipping. The terms for modification or cancellation will be determined by Seller and the manufacturing company or companies involved.
- Purchase Orders for radioactive sources and custom products cannot be cancelled once they are placed.

Exchange and Return Policy

- To exchange or return a Medi/Nuclear® Product order, Seller must be notified within fifteen (15) days from the date of shipping. If approved, customer will be issued a RGA (Returned

Goods Authorization) Number. To obtain a RGA Number please contact Customer Service at (800) 321-5981, (626) 960-9822, (626) 960-8700 Fax or cs@medinuclear.com.

- Merchandise must be returned within fifteen (15) days from the RGA date of issue. Returned products must be in original packaging and unopened, and are subject to Medi/Nuclear® Quality Control inspection upon receipt.
- Buyer is responsible for all return shipping charges. In the event of an incorrect product shipment, due to Seller error, Seller will be responsible for return shipping charges.
- A 15% restocking fee will be applied to returned orders following Medi/Nuclear® Quality Control inspection. Return requests beyond fifteen (15) days will be at Seller's discretion and subject to a 20% restocking fee.
- The exchange or return of orders for equipment and accessories not manufactured by Medi/Nuclear® will be determined by the Exchange and Return Policy of the original manufacturer.
- Radioactive sources and custom products cannot be exchanged or returned.
- Goods returned to Seller for which a replacement has been provided shall become the property of Seller.

Shipping

- Seller ships all products via the best way and will add shipping charges to an invoice, unless otherwise instructed by Buyer's Purchase Order.
- Buyer may select a preferred method of shipment or provide a corporate shipping account number, if desired.
- Should Buyer desire insurance coverage on a shipment in an amount greater than the minimum value, it shall be noted on the Purchase Order to Seller. Such additional coverage shall be at Buyer's expense. Unless such notice is received, shipment shall be made at the minimum insurance valuation.
- Urgent orders can be expedited by shipping next-day air or second-day air, etc., incurring additional shipping charges to be paid by Buyer.
- At the time of shipment, all goods are inspected and warranted to be in first-rate condition. Despite the care used in packaging, damages occasionally happen during transit.
 - Upon receipt of shipment, Buyer should immediately inspect Product for concealed damages. If damage is sighted, stop unpacking.
 - Hold shipment container and ask delivering carrier for an inspection for concealed damages. This notification to the carrier must be made within ten (10) days of receipt of shipment for claim purposes.
 - Any claim for damages should be made against the transportation company. Seller's responsibility ceases when the shipment is picked-up by the carrier but if assistance is needed to process a claim, please contact us at (800) 321-5981, (626) 960-9822, (626) 960-8700 Fax or cs@medinuclear.com.

Limited Warranty

- Seller warrants its products sold to Buyer to be free of defects in workmanship and material for a period of one (1) year from date of shipment, unless stated otherwise in the specifications of the specific product. The foregoing warranty is in lieu of all other warranties expressed, statutory or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- Final determination of the suitability of the products for the use contemplated by Buyer is the sole responsibility of Buyer, and Seller shall in no way be responsible for the suitability of the Products for any particular use.
- Claims for defects in workmanship or material must be presented to Seller in writing and received by Seller prior to the expiration of the warranty period. Buyer's sole and exclusive

remedy, and Seller's sole obligation, under this warranty shall be repair or replacement of the defective product as determined at Seller's sole discretion. It is understood that upon repair or replacement, Seller shall have no further obligation to Buyer with respect to the defective product. Under no circumstances shall Seller be liable to Buyer or any third party for special, incidental or consequential damages, losses or expenses in connection with, or by reason of the inability to use the products for any purpose, or for damages and/or injuries incurred by Buyer, its agents and employees.

- Repair or replacement of goods furnished pursuant to the above warranty shall remain under warranty only for the unexpired portion of the original warranty period.
- Misuse by the Buyer and/or agents, employees or others will, at the discretion of Seller, void all product warranties.
- In the event that goods are altered by Buyer all warranties will be void.
- Equipment and accessories not manufactured by Seller are warranted only to the extent of and by the original manufacturer's warranty.

None of the Terms may be added to, modified, superseded, or otherwise altered, except by a written document signed by an authorized representative of Seller that specifically references these Terms and states that it modifies them. By sending a purchase order in response to Seller's quotation, or by Buyer's instructions to Seller to ship the Product, Buyer acknowledges the receipt, review, and acceptance of these Terms.

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