

General Terms and Conditions of Sale

1. SPECIFICATIONS

The equipment sold by Stracotek is manufactured in accordance with US laws, regulations and technical standards. All additional costs related to making the equipment conform to any technical standards specified by the Buyer shall be entirely borne by Buyer and are subject to agreement in the entire discretion of Stracotek.

2. DELIVERY SCHEDULE AND INSTALLATION

Delivery schedules are estimates only, and would refer to goods made ready for shipment in Stracotek Supply Chain and collection of payment. Unless otherwise specifically agreed in writing, Schedules are EXW only. These schedules do not include the time required for the shipment/transportation to the Buyer's site neither for Customs Administration & Procedures. Buyer is responsible for supplying all export/import forms and the accuracy of all delivery and transportation information. These estimated schedules will may be updated after the formal purchase order is received and collection of payment, based upon factors including Stracotek workload at time of order and receipt from the Buyer of (i) necessary export/import documentation and (ii) complete/accurate information.

Unless otherwise specifically agreed in writing, the Products will be delivered EXW Stracotek facility in Pearland, Brazoria County, Texas. Risk of damage or loss in transportation is the exclusive responsibility of the Buyer. It will be the sole responsibility of the Buyer to clear customs, pay customs duties, fees and taxes.

3. INSURANCE

Unless otherwise specifically agreed in writing, the terms of the Agreement are EXW Stracotek's facility. Buyer is responsible for risk of loss after Stracotek places the goods available for pickup by the agreed carrier. Buyer is responsible for all insurance against loss or damage in transit, in customs or at Buyer's site.

4. INSTALLATION.

The following conditions apply when the scope of the sale includes installation: Installation of the Products and/or travel fees for such installation will be previously quoted by Stracotek so such costs can be duly reviewed and accepted by the Buyer. Following delivery of the Product, Stracotek shall send its personnel (in the number of persons and for the period of time Stracotek deems sufficient) to the site of installation of the Product, in order to assemble and install it. Such activity of installation and assembling shall be performed by Stracotek under the terms and conditions of the On-Site Agreement which shall be subject to and incorporated by reference herein. Buyer will remain responsible at all time for site conditions and safety. Buyer shall reimburse Stracotek for all costs and expenses result form delay arising from Force Majeure or acts or omissions of Buyer, including but not limited to having site and equipment ready for Stracotek's performance of installation services.

5. PAYMENT

All prices quoted and all payment is to be made in US Dollars. Buyer is solely responsible for all currency risk.

6. LIMITED WARRANTY

Stracotek warrants only that its products shall be free from defects in materials and workmanship under normal use for twelve (12) months from the date shipment EXW from the Stracotek facility. However this warranty shall not apply to consumable or to normal wear and tear parts. This warranty is limited to Buyer and is not transferable.

This limited warranty is void if any product damage has resulted from accident, abuse, misapplication, service or modification by someone other than Stracotek or a Stracotek authorized service agent. Buyer shall be solely responsible for determining the suitability of Stracotek products for use in Buyer's system even if Stracotek provides suggestion/application assistance. Radioactive parts cannot be returned.

7. DISCLAIMER OF IMPLIED WARRANTIES:

ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. THE FOREGOING LIMITED WARRANTY (SECTION 5) IS EXCLUSIVE AND IS GIVEN AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES OF QUALITY WRITTEN OR ORAL, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. If, notwithstanding the foregoing, any warranty is implied by operation of law, Stracotek's liability as to any such warranty obligation implied by law shall be limited to replacing or, at Stracotek's sole discretion, repairing any defect cover by such warranty.

8. LIMITATION OF LIABILITY

Buyer hereby acknowledges that the Supplies, as offered, are highly sophisticated devices which should be operated only by trained personnel. The entire liability of Stracotek and the Buyer's sole and exclusive remedy under this Agreement or otherwise, however arising, including injury or damage to persons including death, shall be (a) return of the price paid for the defective product and that is returned to Stracotek at customer's cost and risk or (b) replacement of the product at Stracotek's sole discretion.

In no event shall Stracotek or its suppliers be liable to Buyer for any direct, indirect, incidental, special, consequential or exemplary damages whatsoever, including without limitation, the cost to procure substitute products, damages for loss of business profits, business interruption, or other pecuniary loss, arising out of the use or inability to use Stracotek products or deficient performance of Stracotek products.

Based upon the foregoing acknowledgment and Stracotek's reliance thereupon, it is, therefore, agreed that Stracotek shall not incur any liability, damages or loss related to personal injury to any party arising out of the operation and/or maintenance of the Supplies. In order to give effect to these limitations of Stracotek's liability, Buyer and its insurers hereby agree to abandon any claim or recourse against Stracotek on such matter and to defend, indemnify and hold Stracotek harmless from any and all claims, damages, losses, judgments, costs and expenses, of any kind whatsoever, including, without limitation, attorney's fees, arising out of or related to personal injuries suffered or purportedly suffered by any party arising from or related to the operation and/or maintenance of the Supplies.

9. PROPRIETARY INFORMATION

Any documentation or technical information however provided and in any form including without limitation, information manuals, drawings, specifications, designs, shapes of the Supplies or parts thereof, computer codes and software, operating codes, operating procedures related to the Supplies or the Additional Work (the "Proprietary Information") shall remain the property of Stracotek; and Buyer shall have a royalty-free non transferable license to use the same exclusively in connection with the operation, calibration, maintenance and repair of the Supplies by its own personnel. Stracotek shall own all right, title and interest to all custom work product. Buyer expressly acknowledges and agrees that in no event shall custom work product be deemed to constitute "work made for hire" under any applicable law and, alternatively, Buyer hereby irrevocable assigns all ownership or other rights it might have in custom work product to Stracotek. Without limiting the foregoing, Buyer shall not use any of the Proprietary Information supplied by Stracotek for any other purpose than the operation, calibration, maintenance and repair of the Supplies, including without limitation for the design or manufacturing of any equipment or parts of the Supplies unless the same is necessary to the operation of the Supplies and Stracotek has not been able to provide the needed equipment or parts. Buyer shall not try to reverse engineer the Supplies or part thereof nor register, apply for registration or attempt to acquire any other legal protection for any part of the said Proprietary Information in its own name, or any other name, or take any action which may affect Stracotek's rights, title and interest in and to the technology in any country, without obtaining the prior consent of Stracotek. Buyer shall treat such Proprietary Information in the same manner as it treats its own proprietary information and shall use similar means to protect it from unauthorized disclosure. Buyer covenants and agrees, that the contents of such Proprietary Information shall not be divulged to any person or entity, except to its own employees having a "need to know" (and who are themselves bound by similar nondisclosure restrictions). Further, Buyer shall not show the Supplies in any circumstance to any competitor or persons related to any competitor of Stracotek. Buyer also shall keep confidential any information related to the contents of the Agreement. In case Buyer intends to have the Supplies or part thereof maintained or repaired by a third party, he shall see to that such third party (i) shall not be a competitor of Stracotek and (ii) shall be bound by the same obligations regarding the Proprietary Information as these applying to Buyer.

10. BREACH OF CONTRACT

There is a breach of contract if:

Stracotek fails to make available conforming goods available for Buyer's pickup at the Stracotek facility.

Buyer fails to make required payments or provided required and accurate shipping information.
Buyer fails in any responsibilities or obligations required for support of Stracotek installation services, if any.

Buyer fails to faithfully perform any of the obligations of this Agreement including protection of Proprietary Information

In a case of a breach of contract the aggrieved party shall, by notice in writing to the other party, fix an additional period of ten (10) calendar days for performance. During the additional period of time the aggrieved party may withhold performance of its own reciprocal obligations and may claim damages but may not declare this Agreement terminated. If the other party fails to perform its obligation within the additional period of time, the aggrieved party may declare this Agreement terminated.

In the event the Agreement is terminated for Buyer's default, Stracotek will not be obligated to refund any payments made by the Buyer

A notice of breach or termination of this Agreement is effective only if made by notice to the other party in accordance with Section 12 below.

11. FORCE MAJEURE

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, civil unrest, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of thirty (30) calendar days, either Party shall have the right to terminate this Agreement upon ten (10) calendar days' prior written notice to the other Party.

12. ASSIGNMENT

This Agreement may not be assigned to any third person or entity by either the Buyer or Stracotek without the written agreement of the other party.

13. NOTICE

The Buyer represents and agrees that all communication must be in writing and will be acknowledged as received, including notice of breach or service of process in the event of dispute, five (5) calendar days after deposit with a recognized international courier service at the address identified below:

(Buyer address)

If no address is supplied, the Buyer agrees the proper and binding address for notice under this section shall be the address contained on its purchase order, request for quotation or similar.

Buyer further agrees to accept notice via email at any email address submitted in its correspondence with Stracotek.

All notice to Stracotek must be in writing and addressed to

815 Brazos St Ste 500
Austin, TX 78701
USA

14. SEVERABILITY

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining portions of the Agreement may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

15. DISPUTES AND GOVERNING LAW

Shipment and export/customs responsibilities shall be governed by INCOTERMS 2010. All other disputes, however arising, will be resolved in accordance with the laws of the State of Texas, absent its Conflicts of Law Provisions.

The parties irrevocably agree to submit to the jurisdiction of the courts of the State of Texas or the Federal Courts residing in Texas. Disputes will be heard in Harris County Texas.

16. GENERAL

These terms and conditions constitute the entire agreement between the Buyer and Stracotek. Any contrary terms that may appear in Buyer's purchase order, request for quotation or similar are hereby objected to and are agreed to be of no force or affect. In the event of conflict, the terms of these General Terms and Conditions of Sale govern and control of any conflicting terms of the Sales Particular Terms or On-Site Services Agreement.

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Sections 6, 7, 8, 9, 14, and 15 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

Nothing in this Agreement shall restrict the Stracotek from performing services to any third party or individually.

This Agreement shall not be denied legal effect, validity, or enforcement solely because it is in electronic form and/or because an electronic signature or electronic record was used in its formation. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, but all of which together constitute but one and the same instrument.