

Radiometer Terms and Conditions of Sale

PRODUCTS AND PARTIES

As used in these Worldwide Terms and Conditions of Sales (these 'Terms'), 'Product(s)' means the hardware, software, supplies, consumables and/or services specified on the face of the quotation, acknowledgement, pro-forma or invoice issued by Radiometer to which these Terms are attached. Such Product(s) are sold or licensed (or in the case of a quotation, offered for sale or license), by Radiometer to the customer there specified ('Customer').

CUSTOMER'S ORDER FORMS

These Terms shall apply to the sale or license of the Product(s) by Radiometer to Customer to the exclusion of any additional or different terms and conditions, including any terms or conditions which Customer may purport to apply under any Customer request for quotation, purchase order or similar document or which Customer may purport to offer in response to these Terms. All such additional or different terms and conditions are expressly rejected by Radiometer. Customer's assent to these Terms, and only these Terms, is conclusively presumed from customer's acceptance of delivery of the Product(s).

PRICES, VALIDITY OF QUOTATIONS

The price(s) for the sale or license of the Product(s) and the currency of payment are as stated on the face of the quotation, acknowledgement, pro forma or invoice issued by Radiometer to which these Terms are attached. Quotations supplied by Radiometer are valid for 30 days unless a different validity period is stated on the quotation.

RESCHEDULING, CANCELLATION AND RETURNS

Customer may submit a request to Radiometer to reschedule or cancel an order. All such requests must be in writing and are subject to acceptance or rejection by Radiometer. Any request to reschedule or cancel any order which request is received by Radiometer less than 30 days before the then-scheduled shipping date, if accepted, may be accepted subject to payment of a rescheduling or cancellation fee in the amount of 5% of the net order value of the Product(s) affected. Customer may return a Product within 30 days of receipt of the Product provided the Product's factory packaging is unopened, Customer follows Radiometer's instructions for the return, and the Product is undamaged, in new condition and, if applicable, must have a minimum of 3 months shelf life upon receipt by Radiometer. Frozen products may not be returned. Products properly returned will be subject to payment of a restocking fee equal to 15% of the price of the returned Product, except for returns of replacement parts, which are subject to a restocking charge in the currency of payment equal to £100 for each separate shipment from Radiometer returned by the customer to Radiometer.

SHIPMENT

Radiometer will make commercially reasonable efforts to ship the Product(s) by the estimated ship date shown on the applicable acknowledgement. Radiometer may make partial shipments unless

Customer specifically objects. Shipment terms shall be CIP named place (Incoterms 2010) except (a) Radiometer will not be liable for any delay or failure to perform its obligations under the applicable Incoterm resulting from circumstances beyond Radiometer's reasonable control or which would cause Radiometer to incur unreasonable expense to avoid, and (b) risk of loss shall pass in accordance with Section 6 of these Terms.

TITLE AND RISK OF LOSS

Title to all Products other than software shall pass at the same time as the risk of loss. Title to software shall remain with Radiometer and/or its licensors. For Products shipped to a Customer location in the country where the Radiometer company accepting the order is incorporated, risk of loss shall pass per the applicable Incoterm. For Products shipped to a Customer location in a country other than the country where the Radiometer company accepting the order is incorporated, risk of loss shall pass at the later of (i) the point provided in the applicable Incoterm or (ii) when the shipment leaves the country where the shipment to the Customer originates.

TAXES

Unless otherwise indicated on the quotation, acknowledgement, proforma or invoice issued by Radiometer to which these terms are attached, any and all sales, use, value added (VAT) and similar taxes imposed on Radiometer or which Radiometer has a duty to collect in connection with this sale, supply, delivery, or use of any Product will appear as separate items on the invoice and Customer shall be liable to pay the same. If sales to customer are exempt from such taxes, Customer shall furnish Radiometer a certificate of exemption prior to shipment.

INVOICES AND PAYMENT

Upon each shipment, Radiometer will issue an invoice to the Customer. Payment terms and currency of payment are as stated on the face of the quotation, acknowledgement, proforma or invoice issued by Radiometer to which these Terms are attached. Customer shall not be entitled to make any deduction in respect of any set-off or counterclaim. Without prejudice to its other rights hereunder, Radiometer may charge interest at the lesser of 1.5% per month or the maximum amount allowed by applicable law on any balance outstanding after the payment due date, such interest accruing on a daily basis. Radiometer may change its credit terms and/or suspend its performance when, in the opinion of Radiometer Customer's financial condition or record of payment so warrants. Customer agrees to pay any third-party collection expenses, including legal fees, incurred by Radiometer to collect any past due amounts.

SOFTWARE

Software, including software Products and software incorporated within Products, e.g. in ROM or on internal media, is provided under license and is subject to the software warranty, if any, and other terms set out in a separate license agreement, a copy of which may be obtained from Radiometer. In general, Radiometer's licenses prohibit reproduction of software, limit use of software to the intended operation of the Product with which the software is originally acquired from Radiometer and prohibit disassembly, decompilation and reverse engineering of the software to the maximum extent permitted by applicable law. Customer may use and reproduce the software only as permitted by the applicable license.

USE OF RECONDITIONED MATERIAL

Products may include materials that are reconditioned to like-new performance and functionality. Customer shall not be entitled to reject Products or seek any diminution in the price of Products on the basis of the inclusion of reconditioned materials.

EXPORT RESTRICTIONS

Customer shall not export, re-export or transfer, directly or indirectly, any Product or technical data received from Radiometer to any country or user to which such export, re-export or transfer is restricted by United States or other country law or regulation without first obtaining any required governmental licence, authorisation, certification or approval. If Customer resells or otherwise disposes of any Product or technical data purchased or licensed hereunder, it will comply with any export restrictions applicable to such transfer. Radiometer shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance of any necessary export licence or authority.

WARRANTY

New instruments are guaranteed for one year from the invoice date. Service repairs are guaranteed for 30 days after the work is carried out. Service parts are guaranteed for one year after replacement. Electrodes are guaranteed for one year from the invoice date, apart from the K1001 Reference Electrode which is guaranteed for 6 months from the invoice date. These warranty conditions apply unless otherwise stated on the face of the quotation, acknowledgement, pro forma or invoice issued by Radiometer.

This warranty is in lieu of all other warranties, express or implied. Radiometer, its affiliates and its vendors, disclaim any implied warranties, including without limitation any implied warranties of non-infringement, satisfactory quality, merchantability or fitness for a particular purpose or their equivalents in any jurisdiction.

Radiometer's responsibility to repair or replace a defective product is the sole and exclusive remedy provided to Customer for breach of any warranty provided by Radiometer.

INFRINGEMENT

Radiometer, at its expense, will defend Customer against any claim based on an allegation that a Product furnished hereunder infringes a patent or copyright of a third party in the country where the ship-to address indicated on the quotation, acknowledgement, pro-forma or invoice issued by Radiometer to which these Terms are attached is located, and Radiometer will pay any resulting costs, damages, and legal fees finally awarded against Customer that are attributable to such claim or will pay the part of any settlement that is attributable to such claim, provided, that 1) Customer notifies Radiometer promptly in writing of the claim, 2) Radiometer is permitted to control the defence or settlement of the claim, and 3) Customer cooperates reasonably in such defence or settlement at Radiometer's expense in its defence or settlement of any claim, Radiometer may, in its sole discretion, 1) procure for Customer the right to continue using the Product, 2) modify the Product so that its use becomes non-infringing, 3) replace the Product with a comparable product not subject to the claim, or 4) provide Customer an opportunity to return the Product for refund of

the purchase price paid less a reasonable allowance for use. Radiometer shall have no liability to Customer for claims of infringement based upon 1) the use of any Product in a manner other than that for which it is intended or in combination with any product not supplied by Radiometer or 2) the use of any Product designed, manufactured, or modified to the specifications of Customer. The foregoing states the entire obligation and liability of Radiometer with respect to infringement and claims thereof.

LIMITATION OF LIABILITY

Unless laws prescribe otherwise, in no event shall Radiometer or its affiliates or vendors be liable for any indirect, special, incidental or consequential damages arising out of Customer's purchase or use of any product, even if Radiometer, the affiliate or vendor has advance notice of the possibility of such damages.

WAIVER

The failure of either party to enforce any provision of these terms shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision.

ASSIGNMENT

Customer may not assign or otherwise transfer its rights or obligations under these Terms without the prior written consent of Radiometer, and any attempt to do so shall be void.

GOVERNING LAW

The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the country in which the Radiometer company accepting the order is located, without application of the United Nations Convention on Contracts for the International Sales of Goods.

ENTIRE AGREEMENT

These Terms and the quotation, acknowledgement, pro-forma or invoice issued by Radiometer to which they are attached comprise the entire agreement between Radiometer and customer and supercede any prior or contemporaneous negotiations or agreement with respect to their subject matter. No amendment shall be effective unless it is in writing and signed by an authorised representative of radiometer and Customer.

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