

1. **Acceptance of Order.** This purchase order and these terms and conditions (collectively, this "Order") is the offer of Isotope Products Laboratories, including its subsidiaries and affiliates (collectively, the "Buyer"), to purchase from the party to whom it is sent ("Seller") the products and/or services described in this Order (collectively, "Goods"). This Order may be accepted by any reasonable indication of acceptance by Seller, including, but not limited to, acknowledgment or commencement of performance by Seller. Seller's acceptance, however made, is expressly limited to the terms of this Order, and Buyer objects to all additions, exceptions, or changes to these terms whether contained in any printed form of Seller or elsewhere.
2. **Delivery.** Delivery in strict accordance to schedule is a major condition of this Order. Seller shall not, without Buyer's written consent, manufacture or procure materials in advance of Seller's normal flow time or deliver in advance of schedule. In the event Buyer cancels, terminates or changes this Order, no claim will be allowed for costs of any such manufacture or procurement in advance of such normal flow time unless there has been prior written consent of Buyer. Seller shall bear the risk of loss or damage to Goods covered by this Order until they are delivered to and accepted by Buyer. Seller shall immediately give Buyer notice, confirmed in writing, of any actual or potential delay or threatened delay (including but not limited to labor disputes) in the timely performance of this Order. If Seller's deliveries fail to meet the schedule specified by Buyer, Seller shall, at Seller's sole expense, upon the request and at the direction of Buyer, and without in any way limiting Buyer's rights and remedies for any such delay in delivery, ship Goods by express shipment.
3. **Packing, Marking And Shipping.** Seller shall pack, mark, and ship all supplies in accordance with the requirements of this Order so as to be in compliance with transportation regulations, including as appropriate U. S. Nuclear Regulatory Commission, U. S. Department of Energy (DOE) and U.S. Department of Transportation (DOT) dangerous goods regulations, and good commercial practices for protection and shipment and to secure the most efficient transportation service and advantageous rates consistent therewith. No separate or additional charge is payable by Buyer for transportation, containers, return of containers, crating, bowing, bundling, dunnage, drayage, or storage unless specifically stated in this Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking, or method of shipment shall be reimbursed by Seller, including but not limited to expenses for i) recovery of deliverable product from contaminated packaging, ii) return to Seller of contaminated packaging, or (iii) proper disposal of such contaminated packaging. A "Packing List" showing this Order number (and release number, if applicable) shall be included with each shipment, and each container shall be marked to show this Order number. Any transportation charges paid by Seller for which Seller is entitled to reimbursement, said entitlement having been provided by Buyer in writing prior to delivery of Goods, shall be shown on Seller's invoice as a separate line item and the recited freight bill shall be attached thereto. In case of drop shipment, Seller shall send Buyer, at time of shipment, two copies of the above packing list.
4. **Quality Management System.** Seller shall maintain a documented, capable, and controlled Quality Management System sufficient to prevent the delivery of nonconforming Goods. Said system shall be subject to the approval of Buyer and no material changes shall be made to the system, Seller's processes, or Seller's procedures prior to receipt of Buyer's written approval. Seller shall ensure that all IMTE used in the manufacturing process for products is suitable for its intended purpose and capable of producing valid results. Seller shall provide ISO or other certifications as mutually agreed.
5. **Inspection and Acceptance of Goods by Buyer.** All supplies are subject to inspection and test by Buyer at all times and places, including the period of manufacture. Notwithstanding prior inspection or test or any prior payment, all supplies ordered are subject to final inspection and acceptance at Buyer's plant or other point of destination, including inspection to quantify the level of activity of nuclides. Acceptance by Buyer of all or any part of Goods shall not constitute a waiver of any claim which Buyer may have regarding Goods, including, without limitation, a claim against any warranty or guarantee, or claim based on delay in delivery, or based on contractual penalties imposed by Buyer's customers, or due to any other cause. Payment for any Goods under this Order shall not be deemed acceptance of Goods. Seller will allow Buyer, or its authorized representatives, to perform audits of the Seller's facilities, systems, documentation, and other requirements related to this agreement. Audits will be conducted at mutually agreed times.
6. **Non-Conforming Goods.** All Goods, supplied not in precise conformity with Buyer's specifications or shipped contrary to Buyer's instructions, may, at Buyer's sole discretion, be (i) rejected by Buyer and returned to Seller at Seller's sole expense, or (ii) held by Buyer at Seller's sole risk and expense. Buyer may file a complaint with the Seller for non-conforming goods in the form of a non-conforming material report (NCMR). Seller shall respond to the NCMR timely and as agreed with the Buyer. Seller at any time may report non-conforming goods, out of specification results, and/or Order deviations to the Buyer prior to delivery.
7. **Price.** Unless otherwise specified, the prices stated in this Order include all charges for packing, hauling, storage, transportation to point of delivery, and all federal, state, and local taxes and duties. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice.
8. **Invoices and Payment.** Invoices in duplicate shall be mailed to Buyer no earlier than the date of shipment of Goods ordered hereunder. Subject to final inspection and acceptance, time for payment shall commence upon the date of receipt of conforming Goods or on the date of receipt of a proper invoice, whichever shall last occur. Unless specified otherwise on the face of this Order payment terms shall be FOB Destination, Net 60 days.
9. **Changes.** Buyer may at any time make changes in the specifications, drawings or other technical requirements of the Order, or in the method of shipment or packing, or in the place of inspection, delivery or acceptance. Failure to accept to such a change shall be a dispute under Section 22 hereof. However, the Seller has a duty to proceed with its performance under the Order, as changed, pending resolution of any dispute. Seller may not make changes to an Order without acceptance of the changes from the Buyer.
10. **Cancellation.** Buyer reserves the right to cancel all or any part of the undelivered portion of this Order (i) if Goods of this Order or the goods specified in any other order between Buyer and Seller fail to conform to the specifications set forth in this Order or in such other orders; (ii) if Seller does not timely deliver Goods as specified in this Order or any other order between Buyer and Seller; or (iii) if Seller breaches any of the terms of this Order or any other order between Buyer and Seller, including, without limitation, the warranties of Seller. Buyer shall also have the right to cancel all or any part of this Order and any other orders between Buyer and Seller, whether or not Seller may otherwise be in default, in the event Seller shall fail to provide, if requested, Buyer with such reasonable assurance that demonstrates Seller's ability to perform its obligations under this Order. Buyer's cancellation of this Order, or other orders or agreements between Buyer and Seller, pursuant to this Section 10, shall be without liability except for deliveries previously made and accepted by Buyer. No rights shall accrue to Seller against Buyer on account of such termination or cancellation pursuant to this Section 10. In the event of Buyer's cancellation of an order pursuant to this Section 10, Seller shall repay to Buyer immediately any prepayments which Buyer has made for goods or services covered by such order.
11. **Termination for Convenience.** Buyer may terminate this Order, in whole or in part, at any time by notice to Seller in writing. Upon receipt of such notice, Seller shall immediately stop work and issue directives to all of its subcontractors and suppliers to cease work related to the terminated portion thereof. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total Order price corresponding to the proportion of work completed in filling the un-terminated portion of the order, plus

any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within thirty (30) days of notification and shall be subject to Buyer's approval. Upon termination, title to all Goods (finished or unfinished), equipment, materials, plans, drawings, specifications, information, special tooling, and any other items shall vest in Buyer, and Seller shall promptly deliver these items to Buyer.

12. **Warranty.** Seller expressly warrants that Goods shall conform to this Order, to specifications, drawings, and other descriptions referenced in this Order, and to any samples that were a basis for this Order; shall be free from defects in materials and workmanship; and where design is seller's responsibility, shall be free from defects in design. All these warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers, and to users of Goods and shall be effective for a period of twelve months after acceptance of the Goods by Buyer. The foregoing warranty shall be in addition to any standard warranty or guarantee of Seller.
13. **Proprietary Information.** All technical data know-how, and any other information, however embodied, transferred to Seller or purchased by Buyer relating to Goods (the "Proprietary Information") is proprietary to Buyer and shall be kept confidential by Seller. Seller shall not disclose or use the Proprietary Information for any purpose except as required by performance under this Order; or to such extent as required by law. Upon cancellation, termination, or completion of this Order, Seller shall return to Buyer all such Proprietary Information and items embodying such Proprietary Information.
14. **Compliance With Laws.** Seller's performance under this Order shall comply with, and Goods covered by this Order are guaranteed by Seller to have been manufactured and sold in accordance with applicable federal, state, and local laws, rules, and regulations, all as may be amended.
15. **Hazardous Material.** All materials required by this purchase order shall meet all applicable Governmental Regulations, including providing complete and accurate Safety Data Sheets (SDSs).
16. **Indemnification.** Seller shall defend, indemnify, and hold harmless Buyer, its successors, assigns, employees, and customers, and all users of Goods with respect to all claims, liability, damages, losses, and expenses, including attorney's fees, of every kind related to, caused by, or arising out of (i) actual or alleged patent, copyright, or trademark infringement, or violation of other proprietary right, arising out of the purchase, sale, or use of Goods; (ii) actual or alleged defect in Goods, whether in design, manufacture, material, or otherwise; (iii) actual or alleged breach of any express or implied warranty; and (iv) failure of Seller to deliver Goods on a timely basis in precise conformity with the terms and conditions of this Order.
17. **Insurance.** Seller shall obtain and keep in force for three (3) years after the last delivery under this Order general comprehensive liability insurance covering each occurrence of bodily injury and property damage in reasonable amounts covering the obligations set forth herein (or any other amount Buyer may indicate in this Order). Seller shall furnish Buyer with a certificate evidencing the required insurance upon written request.
18. **Buyer-Furnished Material.** Buyer will define specifications for the products the Seller provides and they may be paper, electronic, or other appropriate media. Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("Material") or purchased/manufactured by Seller on Buyer's account without Buyer's prior written approval, except as required in strict accordance with the provisions of this Order. Title to all Material shall remain in Buyer at all times, and where practicable Seller shall make or tag the Material to indicate Buyer's ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at cancellation, termination, or completion of this Order unless Buyer shall otherwise direct in writing.
19. **Assignment of Interests.** Seller hereby assigns to Buyer all of Seller's rights and interests in and to all original works reduced to tangible form and specifically created by Seller or its employees for delivery to Buyer in connection with this Order (including, but not limited to, drawings, designs, and computer software) and all copyright and title in such works shall belong to Buyer.
20. **Assignment/Subcontracting.** Seller shall not assign this Order or subcontract any material portion of the performance of this Order without Buyer's prior written consent.
21. **Choice of Law, Forum, Venue, and Consent to Jurisdiction.** This Order and the performance under it shall be controlled and governed by the laws of the State of California, excluding its conflict of laws principles. Except with respect to an action instituted by Buyer against Seller for equitable relief, including, without limitation, an action for temporary or permanent injunctive relief, Seller and Buyer agree that a court of competent jurisdiction in the State of California, Los Angeles County shall constitute the exclusive forum(s) for the adjudication of any and all disputes or controversies arising out of or relating to this Order or to Goods. Seller and Buyer waive any objection to such jurisdiction.
22. **Claims and Disputes.** Any claim for an adjustment to the price of, or the time required for, performance of any part of the work under this Order must be made in writing within thirty days of the event necessitating said claim. If a dispute regarding this Order arises between Buyer and Seller, Seller agrees to proceed with the performance of the work hereunder, including the delivery of supplies in accordance with Buyer's instructions, pending resolution of the dispute. Seller's written demand for a final decision, supported by factual information including cost information, as applicable, shall be submitted to Buyer. Buyer's final decision shall be binding regarding the dispute, unless Seller commences an action to contest said decision within ninety days following the date of the final decision, or within one year following the accrual of the cause of action, whichever is later.
23. **Buyer's Remedies.** The rights and remedies provided Buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. Any waiver of a breach of any provision hereof shall not constitute a continuing waiver nor a waiver of any other breach.
24. **Order Of Precedence.** Conflicting provisions hereof, if any, shall prevail in the following order of precedence:
 - a. typed or written provisions on the face of this Order or continuation pages thereto;
 - b. these Terms and Conditions of Purchase;
 - c. drawings; and
 - d. statements of work or specifications.
25. **Construction of Agreement.** This Order, including these terms and conditions, may not be amended, modified, or supplemented except by written agreement executed by Seller and Buyer. The provisions of this Order are hereby deemed by the parties to be severable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. Seller and Buyer acknowledge that this Order, including these terms and conditions constitute the entire agreement between Seller and Buyer with regard to the sale or transfer of Goods, and supersede all prior oral or written statements of any kind made by the parties or their representatives.
26. **Records.** Seller agrees that Buyer for a period of three (3) years after final payment under this Order shall have access to and the right to examine any directly pertinent books, documents, papers, and records (excluding financial records) of the Seller involving transactions related to this Order.
27. **Setoff.** Any claim against Seller or any of Seller's related entities by Buyer or by any of Buyer's related entities which arises out of this or any other transaction may be set off against any money due Seller under this Order.