

## GENERAL TERMS AND CONDITIONS OF SERVICE AND MAINTENANCE

Eckert & Ziegler Eurotope GmbH (hereinafter referred to as "ETD")

Version as of August 2018

### 1 GENERAL

(1) These General Terms and Conditions of Service and Maintenance ("**GTCSM**"), including the attached Code of Conduct, constitute an integral part of the contractual relationship concluded between ETD and the Client for service and maintenance of "Modular-Lab" equipment and of other systems and devices provided and/or manufactured by ETD, and they apply to all services and maintenance provided by ETD (the "**Service**" or "**Services**"). The sale of products connected to the Services is subject to the ETD General Terms and Conditions of Business and Sale. For the purpose of these GTCSM, ETD and the Client are jointly referred to as the "Parties".

(2) Unless agreed otherwise, and insofar as the Client as principal is a business owner, a legal entity under public law or a special fund organised under public law, all offers, deliveries and services are based exclusively on these GTCSM. Any general terms of the Client that differ from, contradict or supplement these GTCSM are considered a part of contract only if and insofar as ETD has explicitly agreed to them in writing on a case-by-case basis.

(3) These GTCSM in their respective version form part of any contractual agreements within the framework of existing business relations with the Client, even if ETD does not separately refer again to their inclusion.

### 2 CONCLUSION OF AGREEMENT

(1) All offers and/or quotations by ETD for the Service are made without obligation and are not binding unless they have been expressly labelled as binding or the offer contains a certain deadline for acceptance. All contractual agreements pertaining to the Service and all ancillary agreements and subsequent changes require ETD's written confirmation in order to become valid. However, an order from the Client will be deemed to have been accepted by ETD even in the absence of a written confirmation if ETD executes the order within at most thirty (30) days.

(2) By submitting a purchase order to ETD (by regular mail or by email or fax), the Client also agrees to all terms and conditions set forth in these GTCSM. ETD's quotation signed by the Client and sent back to ETD has the same effect as the aforementioned purchase order by the Client. ETD reserves the right, at its sole discretion, to accept or cancel (in full or in part) the Client's purchase orders.

(3) If ETD accepts the Client's purchase order, ETD will send the Client a written confirmation and/or, if applicable, a signed service agreement (by regular mail or by email or fax). ETD's written confirmation and/or, if applicable, a signed service agreement constitutes an effective and binding contractual relationship between ETD and the Client (the "**Service Agreement**"). Unless agreed otherwise in writing, the date of ETD's written confirmation constitutes the effective date of the Service Agreement (the "**Effective Date**").

### 3 DEFINITIONS

(1) "Data Backup Storage" means the storage of all data created during performance of the Service. Such data are stored on ETD's server, and they may be used in connection with the Service for rebuilding a defective PC in case of a total breakdown or for resolving other issues. For the sake of clarity, no personal data are required for performance of the Service, and therefore no such data are intentionally stored by ETD as Data Backup Storage.

(2) "Maintenance Kit" means all parts needed for performance of Service, such as tubings, fittings and cassettes needed for a test run. The Maintenance Kit does not include parts and/or equipment required for repair.

(3) "Malfunction" means a fault relating to the functional efficiency of the device. Two basic types of faults are to be distinguished: (i) limited functional efficiency, where the device can be used for the specified application despite a Malfunction, and (ii) a total breakdown of the system, where the device cannot be used for the specified application. Repairs of Malfunctions include performance of the Service, expandable parts, supporting material, transportation costs and travelling and accommodation costs. The purpose of the repairs is the reestablishment of full system functionality after a Malfunction. Depending on the Malfunction, a repair may be performed by a technician either by phone during ETD's service hours, onsite or by remote controlled access. The Client must ensure internet access.

(4) "Modular-Lab Software Upgrade Service" means a software upgrade to the latest version of the Modular-Lab Software developed by ETD. Once a new version of the Modular-Lab Software is released, ETD will contact the Client by sending a Notification of Change ("NoC").

(5) "Loaner" means temporary replacement equipment or a temporary replacement device. The features of the Loaner, such as its construction, design and/or ID number, may differ from those of the Client's device or equipment. After the Client gives notice of a defect, ETD may, at its sole discretion and depending on the availability of the device or equipment, provide a Loaner for the time required for performing repair work. Defective equipment or a defective device must be sent to ETD or its local partner for repair within two (2) weeks, as determined by ETD. The Loaner must be returned to ETD within two (2) weeks after the repaired equipment or device is returned to the Client. If the Client fails to return the Loaner to ETD within two (2) weeks after receipt of the repaired equipment or device, ETD is entitled to charge an additional fee for the Loaner.

(6) "Response Time" means the number of business hours commencing with ETD's receipt of a notice of Malfunction from the Client until ETD's response to such notice, as specified in the Service Agreement. "Intervention Time" means the number of business hours commencing with ETD's receipt of a notice of Malfunction from the Client until ETD makes a diagnosis of the Malfunction and provides further support to the Client, as specified in the Service Agreement. The given number of hours for ETD's

response and/or for provision of support is to be considered indicative and depends on the type of Malfunction.

#### 4 SCOPE OF SERVICE

(1) ETD provides technical service for preventive maintenance and repair of devices and equipment and/or of systems supplied by ETD, in accordance with the Service Agreement.

(2) ETD provides a hotline service to render support to Clients on all regular working days, except public holidays (UTC + 01:00) from Monday to Thursday from 9:00 a.m. to 5:30 p.m. and Friday from 9:00 a.m. to 3:30 p.m. (CET/CEST) in Europe and from 8:00 a.m. to 6:00 p.m. (EST/EDT) in the U.S. and Canada (the "Service Hours"), unless agreed otherwise. The ETD service team can be reached by phone at +49 30 941084-200 (Europe) or +1-508-232-7265 (U.S. and Canada) or by email at [service.eurotope@ezag.de](mailto:service.eurotope@ezag.de).

(3) Support via phone or remote controlled access to the Client's computer or system is available during the Service Hours. For performance of the above-mentioned Service, the Client must provide (on its side) an adequate internet connection. Should the Client fail to ensure an adequate internet connection that allows ETD to perform the Service at the scheduled time, ETD is relieved of the obligation to perform the above-mentioned Service. ETD is entitled, at its sole discretion, to charge the Client for the costs incurred for the time actually spent on attempts to provide the above-mentioned Service.

(4) At the Client's request, ETD will make an initial evaluation of the Client's notice of defect. The Client will be provided with an initial evaluation report about detected Malfunctions and with recommendations for the necessary Services. If such necessary Services are not ordered by the Client, ETD will charge the Client an additional fee for preparing the above-mentioned initial evaluation report.

(5) ETD performs Services only if the Service Agreement is in place. Following completion of the Services, the Client will be provided with a copy of the service report for Services that were performed on ETD's premises (in-house repair) or at the Client's site.

(6) Within the scope of regular maintenance work, ETD inspects the following: (i) completeness of the system and its accessories, (ii) changes or identifiable damages to the device, (iii) state of the electrical cables and connections, (iv) state of the mechanical ports and connections, (v) all system components, depending on the type of maintenance contract and (vi) supporting materials to ensure they are complete and up to date. Following completion of the work, the Client will receive a service report. If included in the Service Agreement, preventive maintenance ("PM") includes: (i) system inspection as described in the regular maintenance work, (ii) performance testing and inspection according to the individual maintenance protocol for each module, (iii) wear parts, (iv) transportation costs and (v) travel and accommodation costs.

(7) Specifications concerning the Service are not binding on ETD. The Service could have an impact on the existing qualification status and/or on calibration status and should be discussed with ETD upfront or prior to any action. In general, any qualification Service must be ordered in addition to the standard Service.

#### 5 PERFORMANCE

(1) Unless specifically agreed otherwise in writing, the time for performance of the Service is deemed to be approximate only. Services are provided in accordance with ETD's existing technical and operational capabilities.

(2) The scheduled date of the Service is agreed upon with the Client and specified in writing (email being sufficient). Without prejudice to ETD's rights in the event of the Client's default, the dates and periods of performance are extended by the amount of time that the Client fails to meet its commitments under contractual or statutory provisions.

(3) In cases of force majeure or other circumstances that could not be foreseen at the time the contract was concluded, as well for events outside of ETD's control (in particular, but not limited to, operational breakdowns of any kind, lack of materials or power, difficulties in obtaining deliveries from suppliers, delays in transport, strikes, measures taken by authorities, refusal of export license, disruptions in ETD's own operations or in the operations of ETD's suppliers, delayed delivery or delayed performance by ETD's subcontractors and other issues regarding export of products) for which ETD is not responsible and which substantially hinder the performance of the Service or render it impossible, ETD has the right to withdraw from the Service Agreement with immediate effect, in particular, if the circumstances are not of a temporary character. In the case of temporary circumstances, the dates and periods of delivery and performance are to be extended or prolonged by the duration of the circumstances plus a reasonable startup time. In case of a partial or complete shortfall of ETD's sources of supply, ETD is not obliged to purchase or otherwise obtain alternative supplies from other suppliers. If, due to the delay, the Client cannot reasonably be expected to accept the Service, the Client may withdraw from the order by making a declaration in writing to that effect and sending it to ETD without delay. No claims for damages are allowed in the cases mentioned in the foregoing. ETD will notify the Client without delay of the unavailability of the Service.

(4) Partial performance of a Service is permitted to a reasonable extent and may be invoiced as such. ETD is entitled to prepare partial performance of a Service for acceptance. Each partial performance is deemed a complete legal transaction.

#### 6 PRICES AND TERMS OF PAYMENT

(1) Pricing for the Service is based on the relevant price lists as amended from time to time or based on defined quotations, unless Client-specific prices have been expressly agreed upon in the Service Agreement. Additional or special Services are billed separately. ETD reserves the right to amend the prices once per calendar year.

(2) ETD's prices are quoted in euro (EUR) or in U.S. dollar (USD) plus, if applicable, value-added tax. Applicable costs for packaging, transport and possible transport insurance are shown separately on the invoice.

(3) Unless agreed otherwise, payment must be made without deduction within 14 (fourteen) days of the date of the invoice.

(4) In case of payment default by the Client, ETD is entitled to charge interest at the rate of eight percent (8%) above the base lending rate in section 247 of the

German Civil Code (BGB). This does not exclude asserting claims for other damages.

(5) Moreover, notwithstanding any provisions of the Client to the contrary, ETD is entitled first to set off payments against the Client's older debts. The Client is not entitled to withhold payment on account of the Client's counterclaims or to set it off against such counterclaims unless such counterclaims are uncontested or recognised by declaratory judgment.

(6) If, after concluding the contractual agreement with the Client, circumstances become known to ETD that tend to substantially undermine confidence in the Client's willingness or ability to pay, ETD is entitled, notwithstanding agreements to the contrary, to make future deliveries and services contingent on advance payment or security. If the Client is in default with an essential part of a payment, ETD is entitled to make future deliveries and services contingent on advance payment or security.

## 7 COOPERATION BY THE CLIENT

(1) The Client must ensure that the device or equipment will be used as intended and by properly trained personnel. The Client must operate the device or equipment in accordance with ETD's technical specifications and guidelines, as well as with applicable laws and regulations.

(2) The Client undertakes to provide ETD with all data and information necessary for performance of the Service. The Client must prepare all on-site arrangements necessary for the completion of the Service in a timely manner and grant access to the respective device or equipment during the scheduled time. Necessary facilities, supply ports and utilities (e.g. main power) must be provided to the ETD service team by the Client free of charge.

(3) The device must be made available to ETD's maintenance engineer/technician in a disinfected, properly cleaned state that is free of radioactivity. Should this not be possible in a specific case, the impurities or contaminations must be clearly labelled and specified with regard to the nuclide and activity and be made available to ETD's technician before starting any Service activities. In such case, ETD has sole discretion in deciding whether to perform maintenance.

(4) Changes to the appointment date must be made at least two (2) weeks before the scheduled maintenance date; otherwise, the Client is responsible for any costs and losses incurred from changes to the time schedule.

(5) In certain circumstances, the engineer/technician authorised by ETD may also be an engineer/technician of the Client who is certified by the manufacturer.

(6) The foregoing notwithstanding, the Client agrees, if and to the extent possible, to resolve smaller Malfunctions and problems by following the telephonic instructions of ETD's employees from the service department.

(7) Any replacement parts and accessories required for performance of the Service must be purchased from ETD, its affiliates and/or its authorised partners. If the Client fails to meet the above-mentioned obligation, the warranty rights granted under Section 8 (3) of these GTCSM expire immediately.

(8) The Client is obligated to ensure that the shipment of devices or equipment is in compliance with local legal provisions and shipment requirements for deliveries and shipments. ETD is not liable for any

damages or losses resulting from the Client's non-compliance with the terms of shipment required for the shipment of devices or equipment to ETD's site.

(9) The Client is obligated to ensure that all data (including personal data, company secrets, etc.) that are not necessary for performance of the Service are removed or deleted from the device or equipment handed over to ETD for performing the Service. ETD is not liable for any damages or losses resulting from the Client's failure to meet the above-mentioned obligations.

(10) When the Service is performed at the Client's site, the Client is obligated to provide ETD's technicians with safe working conditions in accordance with local labour and safety regulations, in particular, with local regulations concerning radiation protection. Moreover, the Client is obligated to provide ETD's technicians with free access to the system and/or device for performance of the Service.

(11) The Client is obligated to support ETD in organising the site visit by ETD's technician with respect to all formalities and requirements regarding his or her entry into the Client's country, in particular regarding visa requirements, invitations, etc. If the Service cannot be performed at the Client's site due to issues regarding the ability of ETD's technician to enter the Client's country, and if those issues are outside of ETD's control, ETD is entitled to cancel or postpone the scheduled Service. In such case, any claims for damages or losses suffered by the Client are excluded.

## 8 WARRANTY FOR PERFORMANCE OF THE SERVICE

(1) Unless agreed otherwise below, and insofar as ETD's performance is performance of the Service, the following applies in relation to any defects: If performance of the Service is defective, ETD may elect to provide a cure in accordance with section 635 BGB either by correcting ("*Nacherfüllung*"/DE) the defect or by performing the Service again ("*Neuerbringung*"/DE).

(2) Depending on the individual case, ETD, at its sole discretion, is entitled to attempt to correct the defect within a reasonable period of time. The Client does not have the option of withdrawing from the Service Agreement until the correction of defects fails or does not take place within a reasonable period.

(3) ETD provides a warranty of one (1) year for products required for performance of the Service and for the Service performed by ETD's technician or ETD's qualified representative. The warranty period begins to run upon delivery of the products required for performance Service or upon performance of the Service, whichever comes first.

(4) In the case of defects, ETD is obligated to remedy them or to supply within a reasonable period of time products required for performance of the Service that are free of defects, at the discretion of ETD.

(5) The original manufacturer's warranty applies to equipment that forms part of the products but is not manufactured by ETD. ETD's warranty regarding equipment that forms part of the products does not exceed the warranty of the original manufacturer.

## 9 LIABILITY

(1) ETD does not have any obligations to the Client other than those arising from the work described

herein and therefore has no liability to the Client other than that arising from default in respect of such obligations.

(2) In all cases involving simple negligence, ETD is exempt from any liability for loss or damages, in particular from liability due to breaches of duty under the contractual relationship and under statutory provisions, other than for loss of life, bodily injury or damage to health. Similarly, this exemption from liability does not apply to cases of breach of a material contractual obligation, but such liability is limited to compensation for foreseeable damage that is typical of the respective contract.

(3) The aforementioned limitation of liability does not apply to cases of strict liability by statute. However, it does apply in equal measure to the personal liability of ETD's statutory and vicarious agents.

(4) Additionally, ETD is not liable for changes or modifications to ETD's performance of the Service that are made by the Client or any third party under the direction of the Client or the services and/or performances of any third party. The same limitation applies if at any time any part or parts of the equipment/device are replaced with a part or parts not supplied or approved by ETD or if the device has been dismantled or repaired by a person not authorised by ETD.

## 10 LIMITATION PERIODS

All claims are prescribed one (1) year after the respective Service was performed or the products required for performance of the Service were delivered, whichever comes first. The regular limitation period under section 195 BGB for other contractual and non-contractual claims against ETD is two (2) years from the beginning of the statutory limitation period. Mandatory limitation periods remain unaffected.

## 11 TERM AND TERMINATION

(1) Unless agreed otherwise in writing, the term of the Service Agreement commences on the Effective Date and continues for at least one (1) year.

(2) Unless agreed otherwise in writing, the Service Agreement automatically renews for successive terms of one (1) year each, unless ETD or the Client terminates the Service Agreement at least three (3) months prior to the expiration of the initial term or any renewal term of the Service Agreement.

## 12 TRADEMARKS

The Client may not use ETD's product names, especially ETD's trademarks, on the Client's products or services or in any printed and advertising materials without ETD's prior written consent. The supply of trademarked products or services may not be construed as an agreement on use of such trademark for the products manufactured from them.

## 13 CODE OF CONDUCT AND ANTI-CORRUPTION OBLIGATION

(1) The Client is obligated to conduct its business in connection with this contractual relationship in a manner that is consistent with the principles set out in the Eckert & Ziegler Business Code of Conduct as amended from time to time:

[https://radiopharma.com/wp-content/uploads/2018/08/Code-of-conduct-EZ-group\\_2016.pdf](https://radiopharma.com/wp-content/uploads/2018/08/Code-of-conduct-EZ-group_2016.pdf).

The Client is obligated to ensure that its employees act in compliance with this Section. The Client is liable for all acts or omissions of its employees to the same extent as for its own acts or omissions.

(2) In particular, in connection with this contractual relationship, the Client itself, its employees and agents and any other third parties may neither offer, agree to give or give to any person nor demand, agree to accept or accept from any person – whether for themselves or another person and either directly or indirectly – any gift, payment, consideration or benefit of any kind that constitutes an illegal or corrupt practice under the laws involved (the "Anti-Corruption Obligation").

(3) The Client must disclose in writing to ETD the details of any breach of the Anti-Corruption Obligation. The Client must (i) at all times comply strictly with the Anti-Corruption Obligation, (ii) monitor its employees, agents and other persons who work for it in order to ensure their compliance with the Anti-Corruption Obligation and (iii) make clear in all its dealings on behalf of Eckert & Ziegler or its affiliates that it is acting in accordance with the Anti-Corruption Obligation.

## 14 CONCLUDING CLAUSES

(1) The legal relationships between ETD and the Client are governed exclusively by the laws of the Federal Republic of Germany. The legal venue for all national and international disputes arising directly or indirectly from or in connection with this contractual relationship is Berlin, Germany. However, ETD is also entitled to take legal action at the general venue of the Client.

(2) Should individual provisions of these Terms and Conditions of Service and Maintenance or parts thereof be or become null and void, this does not affect the validity of the remaining provisions. It is deemed agreed that in the place of the provision or part thereof that is null and void, that legally valid provision is to apply that, in a legally permissible manner, comes as close as possible to the economic objective pursued with the provision that is null and void. The same applies mutatis mutandis if the contract should prove incomplete.

## 15 REFERENCE TO LEGAL PROVISIONS

(1) The handling, purchase, sale, transport and cross-border delivery of radioactive substances are subject to certain legal provisions of the Federal Republic of Germany. They include, in particular, the Regulation on Protection from Ionising Radiation (*Verordnung über den Schutz vor Schäden durch ionisierende Strahlen*, StrlSchV). Within the European Union, the delivery of radioactive substances between EU Member States is subject to Council Regulation (Euratom) No 1493/93 of 8 June 1993 on shipments of radioactive substances between Member States. The dispatch of radioactive substances is subject to regulations on the transport of hazardous substances applicable to the mode of transport concerned (GGVSee/ADR, IATA Dangerous Goods Regulations, etc.).