



## **GENERAL TERMS AND CONDITIONS OF SALE**

Jan 1<sup>st</sup> 2021 Revision

By submitting an order for the purchase of Products (a “Purchase Order”), Buyer acknowledges and agrees to the following terms and conditions (the “Agreement”):

**1. SELLER'S TERMS AND CONDITIONS** - The following terms and conditions are deemed part of all offers, order confirmations, invoices, Purchase Orders and other documents, whether electronic or in writing, relating to the sale of goods or services (“Products”) by IMAGING DYNAMICS COMPANY, LTD., (“Seller”) to buyer (“Buyer”). These terms and conditions, together with Seller’s offer, order confirmation and invoice to a Purchase Order accepted by Seller, constitute the entire contract of sale and purchase between Seller and Buyer with respect to the Products covered by this Agreement. Unless another valid Agreement exists between Seller and Buyer at the time of submission of the Purchase Order, this Agreement will supersede all previous communications, agreements or contracts, written or verbal between Seller and Buyer, and no understanding, agreement, term, condition or trade custom at variance herewith will be binding on Seller. In the event of a conflict between or among the terms of documents relating to the Products, the following order of priority will govern, except where the specific terms of a document provide otherwise: (a) any applicable order confirmation and invoice; (b) this Agreement; (c) the applicable offer; and (d) the applicable Purchase Order. No waiver, amendment or modification

---

of the terms and conditions hereof will be effective unless in writing and signed by an officer of Seller. Where an Agreement exists between Seller and Buyer, any clauses which does not directly contradict this Agreement or are silent, this Agreement will have priority. **SELLER OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON BUYER'S PURCHASE ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS, WHICH ATTEMPT TO IMPOSE UPON SELLER ANY TERMS AND CONDITIONS AT VARIANCE WITH SELLER'S TERMS AND CONDITIONS OF SALE SET FORTH HEREIN, AND SHIPMENT OR OTHER PERFORMANCE BY SELLER SHALL NOT CONSTITUTE ASSENT TO ANY SUCH INCONSISTENT TERMS.**

**2. OFFERS** - All offers by Seller are subject to change or withdrawal without prior notice to Buyer unless otherwise specifically stated in the offer. Seller shall have no obligation to sell or deliver Products covered by Seller's quotation unless and until Seller issues an order confirmation or upon the shipment of Products by Seller.

**3. TERMS OF PAYMENT** - Unless otherwise expressly agreed to by Seller in writing either on an offer or existing contract, terms of payment are cash payment in advance. Under no circumstances will Buyer have a right of set-off for any reason. All banking fees imposed are the responsibility of the Buyer. No deductions may be made by the Buyer to a payment without the written consent of the Seller in form of a credit note. **NO CASH REFUNDS WILL BE ISSUED UNDER ANY CIRCUMSTANCES.**

**4. PRICES** - Prices and other information shown in any Seller publication (including product catalogs, brochures and electronic price lists) or provided by Seller verbally are subject to change without notice and to written confirmation by Seller. Such publications and verbal quotations are maintained and provided to Buyer only as a source of general information. Published or quoted Product prices do not include sales, use, excise, customs, value-added or similar taxes. Such taxes shall be the responsibility of Buyer and invoiced as a separate item to be paid by Buyer. Failure by the Seller to collect any such fees or taxes shall not affect Buyer's obligations hereunder, and Buyer shall fully defend, indemnify and hold harmless Seller with respect to such tax obligations.

**5. SHIPPING TERMS** - Unless otherwise agreed in writing by the parties, deliveries of Products shall be made EX WORKS Seller's facility in Concord, Ontario, Canada. Buyer will be responsible for and shall assume all risk and liability for, and agrees to indemnify Seller for, all loss, damage or destruction of the Products, as well as the results of any use or misuse by third parties who may acquire or use the Products, after Seller's delivery of the same to the carrier. Any loss occasioned by damage in transit will be for Buyer's account, and Buyer shall file any damage or loss claims directly with the carrier. Unless otherwise agreed in writing by the parties, packaging methods, shipping documents and manner, route and carrier of shipment shall be at

---

Seller's sole discretion respecting applicable regulations and industry standards. Seller reserves the right to ship items in a single or multiple shipment. Unless otherwise agreed in writing by the parties, all freight charges and insurance costs shall be the responsibility of Buyer and will be paid in advance by Buyer.

**6. INSPECTION AND ACCEPTANCE OF GOODS** - Buyer shall examine Products promptly upon receipt of delivery from the carrier. Buyer shall advise the carrier of any damages or shortages prior to acceptance of Products and, except for any latent defects, shall advise Seller of any claims with respect to shortages, damages or discrepancies within ten (10) days after receipt thereof. If Buyer does not so notify the carrier and Seller of any nonconforming or damaged Products during this period, the Products shall be deemed accepted and it is expressly agreed that Buyer shall have waived all claims based on any defects that were or would have been discovered on reasonable inspection during this period. Buyer shall afford Seller a reasonable opportunity to inspect such nonconforming or damaged Products and to cure any nonconformity. **BUYER'S FULL OR PARTIAL PAYMENT OR ACCEPTANCE OF DELIVERY OF PRODUCTS WITHOUT NOTIFYING THE CARRIER AND SELLER OF ANY DAMAGES OR SHORTAGES IN ACCORDANCE WITH THIS SECTION 6 SHALL CONSTITUTE ACCEPTANCE OF SUCH PRODUCTS.**

**7. DELIVERY** - Seller's delivery or shipping dates are approximate only and merely represent Seller's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Seller of all necessary shipping information. Seller shall not be held responsible for failure to meet estimated shipping dates, and in no event shall Seller be liable for any loss, cost, damage or expense whatsoever incurred by Buyer or its customers that may result therefrom.

**8. RETURN POLICY** - All sales are final, Seller will not accept any returns due to Buyer's "change of mind." **NO CASH REFUNDS WILL BE ISSUED UNDER ANY CIRCUMSTANCES.** At Seller's sole discretion, Buyer may pay a restocking fee equal to 30% value of the Products and Seller will issue the remaining as credit to Buyer's account. Issued credit has no cash value and can only be used towards future Purchase Orders. A Return Material Authorization ("RMA") is required prior to returning Products for any reason. No merchandise shall be returned without a written authorization from Imaging Dynamics Company service personnel. Seller, may reject any non-warranty return requests. Products returned must be properly packed and shipped to Seller specified locations. All shipping containers must be clearly marked per Seller's instruction. Buyer will be responsible for all costs and expenses associated with any returns of Products (other than products returned at Seller's request pursuant to Section 10 hereof) and will bear the risk of loss or damage of all returned Products, unless Seller agrees otherwise in writing. Seller, in its sole discretion may reject any return of Product not approved by Seller in accordance with this paragraph or otherwise not returned in accordance with Seller's policies. All

---

returned non-warranty Products which are either unused, or are awaiting Buyer approval of repair costs and have been in possession of Seller for over six (2) months will be scrapped to cover handling and processing costs. A handling fee equal to 30% value of the Products will be applied to any returned Products shipped to the Seller without an RMA reference (no RMA requested), to any RMA without a description of failure, or a returned product not exhibiting any defect, regardless of warranty status.

**9. ORDER CANCELLATION**– Purchase Orders acknowledged or shipped by Seller may not be canceled, altered or modified by Buyer except as otherwise permitted herein or agreed to in writing by Seller. Cancellation by Buyer prior to shipment pursuant to any standing, recurring or release Purchase Order is not permitted and Buyer must accept shipment of the Product in question or pay a cancellation and reprocessing fee equal to 30% of the Purchase Order's value. The remaining 70% balance will remain as credit on the Buyer's account, applicable to future purchases. **NO CASH REFUNDS WILL BE ISSUED UNDER ANY CIRCUMSTANCES.** If Products, which are customized to the specification of Buyer, are canceled the cancellation and reprocessing fee will be equal to 50% of the Purchase Order's value.

**10. LIMITED WARRANTY** - Seller warrants that the Products sold hereunder will be free from any defects in parts and workmanship for thirty-six (36) months from the date of shipment for flat panel detectors and computer workstations, twelve (12) months from the date of shipment for CCD (charge coupled device) detectors, and one (1) month from the date of shipment for all other parts and components (the "Warranty Period") if used under normal operating conditions, intended use and in accordance with instructions shown in Seller's literature. Buyer must submit to Seller a written notice of any such alleged defect promptly after discovery of the same, but in any case, within the Warranty Period. Seller may request the return of an allegedly defective Product for inspection and issue an RMA for such return. Buyer must ship the allegedly defected Product promptly. Products returned under warranty must be properly packed and shipped to Seller specified locations. Any damage due to Buyer's inadequate packaging will be borne by Buyer regardless of warranty status. If Seller, after written notice from and inspection by Seller, should determine that any parts or workmanship were defective, Seller shall, at its sole option, repair or replace the part or parts at no cost (excluding installation) to Buyer. **THE WARRANTY SET FORTH IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE REMEDY PROVIDED HEREIN AS TO REPAIR OR REPLACEMENT OF PARTS SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND IS EXPRESSLY MADE IN SUBSTITUTION OF ANY AND ALL REMEDIES OTHERWISE PROVIDED.**

---

**11. LIMITATION OF DAMAGES** - IN NO EVENT SHALL SELLER, ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFITS OR REVENUES, INTERRUPTION OF BUSINESS, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, MATERIALS, COMPONENTS OR PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, MATERIALS, COMPONENTS OR PRODUCTS, COST OF SUBSTITUTE PARTS, OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES. SELLER WILL NOT BE LIABLE TO BUYER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY OBLIGATIONS OR LIABILITY ARISING OUT OF SELLER'S NEGLIGENCE OR FAULT. IN NO EVENT WILL SELLER'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SALE OF PRODUCTS BY SELLER, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES AS TO WHICH THE CLAIM IS MADE.

**12. INDEMNIFICATION** - Buyer shall indemnify and hold Seller, its officers, directors, employees, agents, affiliates, successors and assigns harmless from and against all claims, liabilities, losses, damages, costs and expenses sustained by them (including court costs and attorneys' fees) arising out of or in any way connected with the breach of this Agreement by Buyer or any of its affiliates, employees, officers or agents.

**13. TECHNICAL DATA; PRODUCT USE** - All physical properties, statements and recommendations are either based on the tests or experience that Seller believes to be reliable, but they are not guaranteed. Buyer is solely responsible for determining whether any Product is fit for a particular purpose and suitable for Buyer's method of application. Accordingly, Seller is not responsible for the results or consequences of use, misuse or application of its Products by anyone. Pursuant to applicable regulations, all Buyers are responsible for ensuring the traceability of each Product placed into commerce.

**14. OWNERSHIP OF INTELLECTUAL PROPERTY** - All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by

---

Seller and all rights therein (collectively, “Intellectual Property”) will remain the property of Seller and will be kept confidential by Buyer in accordance with this Agreement. Buyer shall have no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any Intellectual Property.

**15. CONFIDENTIAL INFORMATION** - All information furnished or made available by Seller to Buyer in connection with the subject matter of this Agreement or of Buyer’s Purchase Order shall be held in confidence by the Buyer. Buyer agrees not to use such information or disclose such information to others without Seller’s prior written consent. The obligations in this paragraph will not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Buyer of any obligation herein, (b) the Buyer can show by written records was in the Buyer’s possession prior to disclosure by Seller, or (c) is legally made available to the Buyer by or through a third party having no direct or indirect confidentiality obligation to Seller with respect to such information.

**16. FORCE MAJEURE** - Seller shall not be liable for failure to perform or delay in performance or delivery of any Products due to (a) fires, floods, strikes, or other labor disputes, accidents, sabotage, terrorism, war, riots, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly, of any government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the control of Seller. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of Products among itself and its Buyers in such manner, as Seller, in its judgment, deems fair and equitable.

**17. ASSIGNMENT AND DELEGATION** - No assignment of any rights or interest or delegation of any obligation or duty of Buyers under these terms and conditions, Seller’s quotation, order confirmation, or invoice, or Buyer’s Purchase Order may be made without the prior written consent of Seller. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes.

**18. WAIVER** - No failure of Seller to insist upon strict compliance by Buyer with these terms and conditions or to exercise any right accruing from any default of Buyer shall impair Seller’s rights in case Buyer’s default continues or in case of any subsequent default by Buyer. Waiver by Seller of any breach by Buyer of these terms

---

and conditions shall not be construed as a waiver of any other existing or future breach.

**19. LIMITATION OF ACTIONS** - Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these terms and conditions by Seller shall be barred unless commenced by Buyer within one (1) year from the accrual of such cause or action.

**20. DISPUTES** - Either party may give the other party written notice of any dispute arising out of or relating to this Agreement and not resolved in the normal course of business. The parties shall attempt in good faith to resolve such dispute promptly by negotiations between executives who have authority to settle the dispute. Each party acknowledges that a violation of Sections 14 or 15 and any attempts by Buyer to reverse payments made to Seller would cause irreparable harm and that all other remedies are inadequate.

**21. GOVERNING LAW** - The laws of Ontario shall govern the validity, interpretation and enforcement of this agreement, without regard to its conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.