



RPS Standard Terms and Conditions

The following are RADIATION PROTECTION SYSTEMS, INC., 60 Leonard Drive, Groton, Connecticut 06340, (hereinafter referred to as "RPS"), Standard Terms and Conditions of Sale.

Acceptance

Quotations furnished by RPS shall not be binding upon RPS until (i) actual receipt by RPS of Buyer's written purchase order based on the terms and conditions herein, without modification, and (ii) RPS's written acceptance of such purchase order at its main office in Groton, CT. The sole and exclusive terms of sale shall be those contained herein and in RPS's written acceptance of the purchase order. Any conflicting or additional terms contained in the purchase order or other documentation originating with the Buyer shall be of no force or effect.

Payment and Price Adjustments

Unless otherwise specified herein, (i) all prices are F.O.B. RPS's facility and (ii) terms of sale are net 30 calendar days. All amounts not paid by Buyer when due shall bear interest at the rate equal to the greater of (i) eighteen percent (18%) per annum or (ii) the maximum lawful rate. The price stated herein does not include any sales, use or other taxes unless so stated specifically. Such taxes will be added to invoice prices in those instances in which RPS is required to collect them from Buyer. If, however, RPS does not collect any such taxes and is later asked or required to pay such taxes by any taxing authority, Buyer shall make such payment to RPS or, if requested, directly to the taxing authority. If requested by RPS, Buyer shall make reasonable progress payments. Changes in specifications or deliveries will be subject to change in price.

Delivery

Delivery dates specified herein are dependent upon the timely receipt from Buyer of all data and materials required for the design and/or construction of the equipment and of all materials required for testing it. RPS shall not be liable for any delay or failure in delivery due, in whole or in part, to any cause or circumstance beyond its immediate control and without its fault including, but not limited to, wars, acts of government authorities, embargoes, strikes or other labor and transportation difficulties, fires, floods, theft, difficulties in obtaining raw materials or supplies, accidents or abnormal conditions. Buyer's acceptance of the product(s) upon its delivery shall constitute a waiver of all claims for loss or damage due to delay.

Risk of Loss

Regardless of the manner of shipment, title to the product(s) and the risk of loss or damage shall pass to the Buyer upon tender to the carrier at RPS's facility, unless otherwise specified herein.

Items Furnished by Buyer

If applicable, any data, materials and equipment to be furnished by Buyer to support the construction, integration, or testing of product(s), or for any other purpose, shall be delivered at no cost to RPS F.O.B. its facility and Buyer shall pay all costs of returning the same. Buyer shall pay all crating and delivery expenses.

Exclusive Remedies – No Consequential Damages

The remedies set forth in **Warranties and Liabilities** here shall be Buyer's sole and exclusive remedies for RPS's breach of the limited warranty set forth herein. Under no circumstances shall RPS be liable to Buyer or any other party for any consequential, incidental, economic, direct, indirect, general or special damage, whether arising out of contract or tort, out of negligence or strict liability, out of, based upon or relating to the sale, use or operation of the product(s).

Claims

Buyer shall make no claim against RPS for shortage unless Buyer provides written notice of such claim to RPS within ten (10) calendar days after delivery. Buyer shall make no other claims against RPS unless Buyer provides written notice of such claims to RPS within thirty (30) calendar days after delivery, or, in case of RPS's alleged breach of the limited warranty set forth herein, with thirty (30) calendar days after the date within the warranty period on which the defect or failure is or should have been discovered.

Patents

Where any product is manufactured from designs, drawings, plans, data or specifications not furnished by RPS, Buyer agrees to indemnify, defend (with counsel acceptable to RPS) and save harmless RPS and its successors and assigns from and against all suits at law or in equity and from all losses, damages, claims and demands arising out of actual or alleged infringement of any United States or foreign patent, trademark or copyright by reason of the use or sale of the product(s).

Warranties and Liabilities

- Subject to the conditions set out below the Seller warrants that the Products will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. Warranty Extensions can be quoted upon request.
- The above warranty is given by the Seller subject to the following conditions:
 - The Seller shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification supplied by the Customer;
 - The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Seller's written instructions, misuse or alteration or repair of the Products without the Seller's approval;
 - The Seller shall have the right under the preceding sub clause to charge the Customer for costs incurred in rectifying the defect;
 - The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not paid by the due date for payment.

Confidentiality and Proprietary Information

All plans, drawings, specifications, notes, instructions, engineering notices, data and technical information furnished by RPS to Buyer shall at all times be property of RPS, and Buyer shall not disclose such information to any party other than RPS or a party duly authorized by RPS. When it is no longer reasonably necessary for Buyer to retain such information furnished in a tangible form, Buyer shall, at RPS's request, return such information and all reproductions thereof. Buyer agrees that it will not disclose the fact of RPS's relationship with Buyer to third parties except on a "need to know" basis with the prior written approval of RPS and further agrees that it will not disclose the fact of RPS's relationship with Buyer (including, but not limited to, mentioning RPS in any press releases, Internet publications, or other publications directed at the public or competitors of Buyer or of RPS) to the public, or any third party, without obtaining the prior written consent of RPS.



Financial Insecurity

If RPS shall at any time in good faith doubt the Buyer's financial responsibility, RPS may decline to make shipment(s) hereunder except upon receipt of cash payment in advance or security or other proof of responsibility satisfactory to RPS. If Buyer fails in any way to fulfill its covenants and obligations hereunder, RPS may defer completion and delivery until such breach is cured.

Cancellation

After acceptance by RPS, Buyer may not cancel all or any part of the order except in the event (i) RPS materially breaches any of the terms hereof or (ii) RPS consents in writing to such cancellation and Buyer indemnifies RPS against all direct, incidental, and consequential damages. RPS to be reimbursed for expenses incurred but not yet invoiced or paid up to the point of cancellation.

Assignment

The rights and obligations under this agreement shall not be assigned or delegated by Buyer without prior written consent of RPS

Remedies

The warranties and remedies available to RPS under the terms of this agreement shall be cumulative in addition to those implied or available at law. No waiver of any breach of this agreement shall be construed to constitute a waiver of any other breach or of any provisions hereof.

Consent to Jurisdiction – Appointment of Process Agent

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by an arbitration body to be determined by mutual agreement between both parties prior to contract award. The Parties agree that any claim or dispute between them, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration by the mutually agreed arbitration body, under the arbitration rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

Expenses and Attorney Fees

Buyer agrees to pay any and all costs and expenses (including, without limitation, reasonable attorney's fees and litigation expenses) incurred by RPS and arising out of or relating to any breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty of Buyer contained in this agreement.

Compliance with Laws

RPS agrees that in the manufacture and sale of the product(s) to Buyer, RPS shall comply with all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Fair Labor Standards Act, as amended, and the Federal Occupational Safety and Health Act of 1970, as amended. This agreement incorporates by reference all the clauses required by the provisions of said laws, orders, and regulations.

Entire Agreement

There are no other representations, understandings or agreements previously made between the parties, except those that are expressly set forth herein. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be changed, modified, discharged or terminated, except by a writing signed by both parties.

Waiver

No waiver shall be deemed to have been made by any party of any its rights hereunder unless the same shall be in writing and signed by the waiving party. Such waiver, if any, shall be a waiver only in respect to the specific instance involved and shall in no way impair the rights of the waiving party or the obligations of the other party in any other respect and at any other time.

Governing Law

This agreement shall be governed by and construed and enforced in accordance with the laws of Connecticut without giving effect to the principles of conflicts of law.

Severability

In the event that any one or more items or provisions hereof shall be held void or unenforceable by any court, all remaining terms and provisions hereof shall remain in force and effect.