

DISTRIBUTORS GENERAL TERMS OF SALE

1. All our sales are subject to the following general terms. It can only be deviated from these terms through special provisions which have been agreed in writing with our customers.
2. The sale of our products shall only be governed by our general terms of sale. The general terms of purchase of our customers shall only be binding to our company if they do not conflict with our terms of sale; otherwise, our written acceptance shall be required.
3. The acceptance of our invoices or the confirmation of purchase orders entails the customer's agreement with all our general and special terms of sale.
4. The products are delivered in our facilities in accordance with the *Incoterm* FCA. The transfer of risk shall occur upon delivery in our facilities. The products are shipped and shall travel at customer's risk. Their receipt and acceptance shall be deemed to take place in our facilities and imply the customer's strict acceptance of our terms of sale.
5. The transfer of the ownership of the products to the benefit of the customer shall only occur after complete payment of the price. The products may only be sold or encumbered with any right in favor of a third party after full payment of the price by the customer.
6. The shipment of the products by rail or by express courier shall be at the sole expense of the customer. Our company cannot be held liable for defects that are discovered upon arrival or for missing products. The insurance against transportation risk is taken by the customer.
7. All our invoices are due and payable within thirty (30) calendar days from date of the relevant invoice unless stated differently in the agreement. Our company shall not offer any rebates. In the event the invoices have not been paid by the due date, they shall automatically and without prior notice bear interest from the due date at a monthly rate of one percent (1%) until full payment is received.
8. The failure to pay invoices by the due date will entitle our company to suspend the agreement or to terminate the agreement to the detriment of the customer without prior approval by a court. In the event of such termination, the customer shall automatically be held to pay a lump sum compensation equal to thirty percent (30%) of the amount of the invoice, without prejudice to the right to obtain a higher compensation in case we establish that our prejudice is greater, and without prejudice to its duty to return the products that have not been paid in full.
9. All complaints as regards the non-conformity or the defect of the product must be notified within five (5) calendar days from the day they have been noticed by the customer. A complaint lodged more than five (5) calendar days after the non-conformity or the defect of the product has been noticed by the customer or more than one (1) month following the date of shipment of the product shall be deemed inadmissible.
10. All complaints must be submitted in writing and must be signed.

11. All costs for recovery and protest of accepted and not accepted bills, as well as the costs related to receipts, stamps and bank charges are at the expense of the customer.
12. Our offers and prices are valid for a period of thirty (30) calendar days.
13. Delivery dates are always based on estimation, except otherwise stated. Failure to comply with the estimated delivery dates does not entitle the customer to invoke a right of redress.
14. In the event a complaint as regards the delivered product appears to be justified, on the basis of clear evidence, our sole obligation shall be, at our sole discretion, to repair or to replace the defective product. Our company cannot be held liable for indirect damages, including, but not limited to, loss of profits and damages from third parties. In no event our liability shall exceed the purchase price of the delivered product. The customer shall indemnify us against any third party claim, including in case of resale or use by third parties.
15. Our company cannot assume any liability for its failure to perform its obligations as a result of war, export bans or any other cause beyond its reasonable control ("force majeure").
16. In case of termination of the agreement as a result of a default of the customer or in case of cancellation of the purchase order by the customer, the customer shall pay a lump sum compensation of thirty percent (30%) of the invoice value of the purchase order, without prejudice to its obligation to pay a higher compensation.
17. Products that have been delivered to the customer cannot be returned without our prior written agreement specifying the nature, the quantity and the value of the products that are intended to be returned. This applies in particular for products that have reached the expiration date and for all radiopharmaceutical products regardless of their expiration date.
18. The courts of Hasselt shall be exclusively competent for all disputes between the parties. The agreement is subject to Belgian Law.