

## GENERAL TERMS AND CONDITIONS

### Commission

Commissions and orders in written form as well as orders made by phone are binding for both sides. Confirmations for commissions take place by mail or fax, i.e. in written form by written reconfirmation. In the event of order acceptance by phone, a written order confirmation can be requested.

In order to avoid errors and uncertainties, the following information should be available for every order: product description, article number, quantity or activity, calibration data per delivery date in accordance with the offer.

Name, address, phone number, principal's VAT as well as delivery- and invoicing address and, if applicable, order number.

### Standing Orders

All standing orders as well as cancellations of standing orders thereof must always be in writing.

Standing orders and cancellations are confirmed in writing.

Before the end of the order period according quotation, an order can be changed or cancelled at will. Cancellations after the end of order period must be charged.

### Delivery

Orders are processed as quickly as possible. For products that are not stored (or cannot be stored) by the manufacturer or producer, an estimated shipment or delivery date will be announced.

In case of postponed shipment date due to the principal, arising expenses will be charged accordingly. Date of financial accounting remains at announced delivery date and date of installation or SAT, respectively.

For short-lived radiopharmaceuticals and nuclide generators, certain production plans exist on the part of the manufacturing plant; the delivery dates are determined accordingly.

Deliveries are carried out by authorised hauliers in accordance ADR/transport of dangerous goods. Packaging and shipment of radioactive material meet the requirements of the federal law for transport of dangerous goods by road (GGSt; BGBl. 209/1979); for transport of dangerous goods by train (RID; BGBl. 137/1967), European agreement concerning the international carriage of dangerous goods by road (ADR) and the 'Restricted Articles Regulation' (RAR) by the International Air Transport Association (IATA).

### Payment Terms

All prices are **net prices for goods in EURO** (excl. value added tax).

**Contributions to freight costs as well as costs for take-back and disposal** are listed separately if applicable.

Payments must be made in accordance with the payment dates on the invoices. The ownership right applies until full payment of the delivered goods. Compensation is only possible by means of counterclaims acknowledged in writing.

In the event of a payment delay, we reserve the right to charge banking interest on arrears. St. Pölten, Austria, is the place of payment and performance as well as jurisdiction.



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### **Liability**

Any product defects in delivered goods require immediate notification upon receipt of goods. In this case, the goods subject to complaint should be retained including the original packaging. In the event of a justified complaint, a replacement delivery will take place. Any claim beyond this shall be excluded.

In the event of operational disruption, strike, supply problems with regards to raw materials, traffic restrictions, official decrees or in the event of force majeure the obligation to deliver does not apply.

Upon physical handover of the delivered goods to the customer/purchaser or their representative, the costs and risks are transferred to the customer/purchaser.

Delayed deliveries cannot be rejected completely.

For deliveries of comecer product portfolio, terms & conditions of the manufacturer comecer are effective.

**In accordance with § 24 (2) Radiation Protection Law (Strahlenschutzgesetz (StrSchG)), radioactive material may only be handed over to persons qualified to handle radioactive material of the type and activity to be handed over. Upon the first order, at the latest, a copy of the handling permit in accordance with StrSchG must be presented, indicating the qualification to handle the ordered nuclide.**

If the customer/purchaser falls within the scope of the Hospitals Act and applies for issuance of a handling permit in accordance with StrSchG, the handling permit has, however, not yet been issued, a respective written declaration by the respective department head shall suffice on a temporary basis.

### **Take-back of radioactive waste**

An prior agreement or registration of a take-back for disposal is expressly required for taking back radioactive waste upon subsided activity in accordance with the nuclide's nature or taking back contaminated packaging.

Any take-back of radioactive waste takes place exclusively with regards to the goods procured or distributed by DSD Pharma.



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