



Instadose Dosimetry

TERMS AND CONDITIONS OF SALE

Key Points

Cancellation of Dosimetry Services.

Cancellation includes the termination of all other services ancillary to the Dosimetry Services, including but not limited to all online account management services (and customer portals), as of the effective date of cancellation. Cancellation requires:

- 1) submission of written cancellation notice via email to sales@rothband.com,
- 2) at least 35-days prior to the start of the next billing cycle,
- 3) by/from the Account Administrator of record, and
- 4) include appropriate account information, including: account name, address, account number, and Account Administrator's name, email, phone.

Lost Badges

Lost or late returned badges

Lost badge Charge: £45 + VAT

Any badge not returned within 90 days will be classed as a lost badge

The following Dosimetry Subscription Service Terms and Conditions (the "General Terms") governs your use of the dosimetry subscription service (the "Dosimetry Services") and your purchase of the Dosimetry Services from WSR Medical Solutions Limited Technologies (GDS) Inc., Dosimetry Services Division (DSD), ("WSR Medical Solutions Limited"). You acknowledge and agree that your use of the Service constitutes your agreement to be bound by the terms and conditions of this Agreement as set forth below. If you are acting on behalf of a business in purchasing the Dosimetry Services for that business, you represent and warrant that you have the power and authority to bind that business entity and you acknowledge that WSR Medical Solutions Limited is providing the Dosimetry Services to you and the business in reliance upon your representation and warranty.

ACCEPTANCE OF TERMS. THESE GENERAL TERMS GENERAL TERMS APPLY TO ANY QUOTE, ORDER, AND ORDER ACKNOWLEDGEMENT, AND ANY SALE, LICENSE OR DELIVERY OF THE SERVICES AND DOSIMETERS BY WSR MEDICAL SOLUTIONS LIMITED TO ANY PURCHASER OR ACQUIRER OF SERVICES ("CUSTOMER"). WSR MEDICAL SOLUTIONS LIMITED DOES NOT ACCEPT, EXPRESSLY OR IMPLIEDLY, AND WSR MEDICAL SOLUTIONS LIMITED HEREBY REJECTS, ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS THAT CUSTOMER PRESENTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS OR CONDITIONS CONTAINED OR REFERENCED IN ANY ORDER, ACCEPTANCE, ACKNOWLEDGMENT, OR OTHER DOCUMENT, OR ESTABLISHED BY TRADE USAGE OR PRIOR COURSE OF DEALING, UNLESS WSR MEDICAL SOLUTIONS LIMITED EXPRESSLY AND UNAMBIGUOUSLY AGREES TO SUCH TERMS AND CONDITIONS IN A DULY SIGNED WRITING. BY ORDERING, RECEIVING, ACCEPTING OR USING PRODUCTS OR OTHERWISE PROCEEDING WITH ANY TRANSACTION AFTER RECEIPT OF THESE GENERAL TERMS OR AFTER OTHERWISE BEING NOTIFIED THAT SUCH TRANSACTIONS ARE SUBJECT TO THESE GENERAL TERMS, CUSTOMER AGREES TO THESE GENERAL TERMS.

Dosimetry Subscription Service.

The Dosimetry Services are subscription based and entitles you to use of the following: dosimeters, dosimetry service/processing, dose results/reports, online account management, customer support and assistance, as well as applicable QuickCards, QuickGuides, and training materials. Additional services such as special handling, copies of previous reports, custom reports, emergency processing, any premium account management services, dosimeter replacements, and ancillary products are available for additional fees. Subscriptions to the Dosimetry Services are between the individual/representative, business, government, or other entity that ordered and paid for the subscription and WSR Medical Solutions Limited. Only subscribed users and/or administrators are entitled to access the online Account Management Program (customer portal site brand names include: "AMP+" or "Dose Central") and the Instadose mobile app ("Instadose Companion") using their username and/or password. Online account access is based upon user level: Account Administrator (all access; ability to view/manage/change all account, location, wearer, and dosimeter information/assignments, and dose details and reports), Location Administrator (access and ability to view/manage/change all wearer and dosimeter information, and dose details and reports within their assigned location), Wearer (access to their individual information only).

Fees and Charges.

All fees, charges and sales are final. The fees for the Dosimetry Services provided shall be deemed fully earned by WSR Medical Solutions Limited upon the inception of WSR Medical Solutions Limited's provision of the Dosimetry Services While dosimeters are provided to you upon inception of the Dosimetry Services, the fees paid constitute fees for the provision of the intangible Dosimetry Services and not for the tangible dosimeter itself, title to which is retained by WSR Medical Solutions Limited. Dosimetry Services fees are billed/invoiced and payable in advance of Dosimetry Services initiation and/or shipment of product (dosimeters, hotspot/USB transmission devices, badge boards, etc.). You agree to pay the subscription fees and any other charges incurred

(including any add-on products/services and all applicable taxes, shipping, and late/replacement badge fees) in connection with your Dosimetry Services account at the rates in effect for the subscription period you have selected. WSR Medical Solutions Limited reserves the right to change the fees and charges in effect or add new fees or charges at any time without advance notice. You are responsible for any fees or charges incurred to access the site through an Internet access provider or other third-party service.

Renewal of Dosimetry Services.

Dosimetry Services are automatically renewed, without notice, for successive periods of like duration unless Customer chooses to cancel in writing according to the terms expressed in Section 5.

Cancellation of Dosimetry Services.

Cancellation includes the termination of all other services ancillary to the Dosimetry Services, including but not limited to all online account management services (and customer portals), as of the effective date of cancellation. Cancellation requires:

- 1) submission of written cancellation notice via email to sales@rothband.com,
- 2) at least 35-days prior to the start of the next billing cycle,
- 3) by/from the Account Administrator of record, and
- 4) include appropriate account information, including: account name, address, account number, and Account Administrator's name, email, phone.

Failure to comply with the cancellation requirements set forth herein will result in automatic renewal for the next billing period and incur the full subscription charge for the next billing period. The Dosimetry Services are subscription based and you acknowledge that cancelling your subscription to the Dosimetry Services will not immediately terminate the Dosimetry Services. The Dosimetry Services will continue to be provided until the paid subscription period expires. WSR Medical Solutions Limited is not responsible for failure to cancel the Dosimetry Services in a timely manner. WSR Medical Solutions Limited does not issue credit for subscription fees incurred or service charges paid and will not refund the remaining portion of the subscription.

Payment Terms.

Unless otherwise stated on the face of these General Terms (or otherwise agreed in writing by WSR Medical Solutions Limited), all payments shall be made in GBP. Advance payment for Dosimetry Services subscriptions is required, and charges are billed automatically to your credit card (ePay), unless for approved accounts arranged in advance to be paid by either check or purchase order, in which case are due and payable thirty (30) days from the date of WSR Medical Solutions Limited's invoice, either electronically or to an address designated by WSR Medical Solutions Limited. After placing an order, an order confirmation is generated and emailed to the purchaser. Any other billing arrangement must be agreed to (in writing) by an authorized representative of WSR Medical Solutions Limited. All subscribers/purchasers are responsible for understanding our billing policies before purchasing the subscription Dosimetry Services. If WSR Medical Solutions Limited does not receive all amounts when due (a) any due and unpaid portion of the fees shall bear interest in the amount of one- and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less; and (b) WSR Medical Solutions Limited may immediately suspend deliveries, licenses and performance of any services. All deliveries and performance of work covered by these General Terms shall at all times be subject to WSR Medical Solutions Limited's approval of Customer's credit, and WSR Medical Solutions Limited may, at any time, decline to make any shipments or deliveries, or perform any work, except upon receipt of payment or upon terms and conditions or security arrangements satisfactory to WSR Medical Solutions Limited.

Delivery

- a. Delivery Terms. Delivery shall be EXW WSR Medical Solutions Limited's site Incoterms 2000.



b. Delivery Dates. WSR Medical Solutions Limited will estimate the delivery dates for Customer's order. Both full and partial deliveries are authorized hereunder, and WSR Medical Solutions Limited shall not be liable for, nor shall WSR Medical Solutions Limited be in breach of, its obligations to Customer because of any partial delivery made at the time of scheduled delivery or because of any delivery made within a reasonable time after the stated delivery date. WSR Medical Solutions Limited may change any delivery date and such date shall become the agreed upon delivery date unless Customer objects to such date in writing.

c. Title. When dosimeters are provided to Customer, the fees paid by Customers constitute fees for the provision of the Dosimetry Services and not for the tangible dosimeter itself, title to which is retained by WSR Medical Solutions Limited.

d. Packaging. The Products shall be packed by WSR Medical Solutions Limited and will be delivered for shipment in standard commercial packaging. When special or export packaging is requested or, at the discretion of WSR Medical Solutions Limited, is required under the circumstances to minimize risk of loss or damage in transit, the cost of the same, if not set forth on the Invoice for delivery, may be separately invoiced to Customer.

Cancelation, Damaged Goods, Replacements.

a. Returned Dosimeters. Dosimeters remain the property of WSR Medical Solutions Limited and must be returned (all applicable shipping/postage fees and import taxes are the responsibility of the Customer) to the Company at the end of the Dosimetry Services effective date (or the end of the paid wear period).

b. Non-Returned/Damaged Dosimeters. All dosimeters remain the property of WSR Medical Solutions Limited and must be returned (all applicable shipping/postage fees and import taxes are the responsibility of the customer) at the end of each wear period. For each dosimeter (including controls) not returned 90 days after the end of the wear period, or received in damaged condition, you will incur a non-refundable late fee or replacement charge.

c. Replacement Dosimeters. All dosimeters remain the property of WSR Medical Solutions Limited. Requests for additional dosimeters that must be replaced due to loss or damage will be subject to a replacement fee, which varies by dosimeter type (Instadose, Genesis Ultra TLD, Apex OSL, rings, etc.) You are responsible for all taxes and shipping fees associated with receiving and returning dosimeters and related products. Services not listed will be quoted upon request.

Warranty And Disclaimers.

ALL SERVICES PURCHASED FROM WSR MEDICAL SOLUTIONS LIMITED/THIS SITE AND THIRD-PARTY SITES TO WHICH IT LINKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WSR MEDICAL SOLUTIONS LIMITED, ITS AFFILIATES AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE DOSIMETRY SERVICES AT ANY TIME, INCLUDING CHANGES TO THIS AGREEMENT.

WSR MEDICAL SOLUTIONS LIMITED, ITS AFFILIATES AND/OR ITS SUPPLIERS, MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND, TO THE FULLEST EXTENT ALLOWED BY LAW, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE DOSIMETRY SERVICES; THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SERVICE; PRODUCTS, TEXT, GRAPHICS, LINKS, OR OTHER ITEMS CONTAINED WITHIN THIS SITE; OR, THE RESULTS OBTAINED FROM ACCESSING AND USING THIS SITE AND/OR THE SERVICE PURCHASED HEREIN. WSR MEDICAL SOLUTIONS LIMITED DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, CONTENT OR FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, INCLUDING BULLETIN BOARDS OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE USER ASSUMES ALL RISK ASSOCIATED WITH USE OF THIS SITE AND THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION.

Breach

Any one of the following acts by Customer shall constitute a breach by Customer hereunder:

- (a) failure to make payment to WSR Medical Solutions Limited for the Dosimetry Services when due;
- (b) failure to accept conforming dosimeters supplied hereunder;
- (c) cancellation of the Dosimetry Services other than in accordance with the Cancellation terms of Section 5;
- (d) filing of a voluntary or involuntary petition in bankruptcy by any third party against Customer, the institution of any proceedings in insolvency or bankruptcy (including reorganisation) against Customer, the appointment of a trustee or receiver of Customer, or an assignment for the benefit of Customer's creditors; or
- (e) any other act by Customer in violation of any of the provisions hereof. In the event of a breach by Customer, WSR Medical Solutions Limited may terminate the order covered hereby or any part thereof, without any liability or penalty whatsoever, upon written notice. Customer shall pay all costs, including reasonable attorneys' fees, incurred by WSR Medical Solutions Limited in any action brought by WSR Medical Solutions Limited to collect payments owing or otherwise enforce its rights hereunder.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL WSR MEDICAL SOLUTIONS LIMITED, ITS AFFILIATES AND/OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE SERVICE, OR FROM INFORMATION PROVIDED ON THE SITE OR BY WSR MEDICAL SOLUTIONS LIMITED. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, LOSS OF USE OF POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, CLAIMS OF CUSTOMER'S THIRD PARTIES FOR SERVICE INTERRUPTION, OR CLAIMS OR PENALTIES OF CUSTOMER OR ITS AFFILIATES FOR ENVIRONMENTAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WSR MEDICAL SOLUTIONS LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, WSR MEDICAL SOLUTIONS LIMITED'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO: THE AMOUNT OF FEES CUSTOMER HAS PAID, OR IS PAYABLE TO WSR MEDICAL SOLUTIONS LIMITED UNDER THE ORDER COVERED HEREBY, AND IF SUCH DAMAGES RELATED TO CUSTOMER'S USE OF THE PRODUCTS OR SERVICES, THEN LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY; OR TO THE EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY HEREIN WILL NOT APPLY TO CUSTOMER'S LIABILITY FROM ANY INFRINGEMENT, MISAPPROPRIATION, UNAUTHORIZED DISCLOSURE OR MISUSE OF WSR MEDICAL SOLUTIONS LIMITED'S PROPERTY, INFORMATION, OR INTELLECTUAL PROPERTY RIGHTS; OR BY ANY BREACH BY THE CUSTOMER OF COMPLIANCE OBLIGATION IN SECTION 13 OR 15.c.

Compliance.

a. **Data Privacy.** The parties shall observe and adhere to all applicable laws related to data privacy and security. WSR Medical Solutions Limited Privacy Policies, Data Privacy Notices and applicable Data Processing Agreements can be found online at WSR Medical Solutions Limited Privacy Policy and Data Privacy Notices. If required by law, the terms of the applicable Data Processing Agreement are hereby incorporated by reference into these General Terms.

b. **Export Control.** The parties shall observe and adhere to all applicable laws, regulations and rules relating to the export, re-export, diversion or transfer (in-country) of any goods, software or technical data. The foregoing shall include without limitation the export control laws of (i) the country in which the dosimeters are manufactured, and (ii) to the extent applicable, the United States, the European Union and the country where Customer is located. Customer shall be responsible for obtaining all licenses of the United States, the European Union or the country in which Customer is located (to the extent applicable) for the transfer (in-country), export or re-export of the Products. Customer covenants not to export, supply or otherwise make any of the Dosimetry Services available to any person, entity or in any country listed on any US, European Union, or other applicable list of prohibited or restricted parties or countries; or that will use the Dosimetry Services in any activities directly or indirectly related to nuclear, chemical or biological weapons or missiles capable of delivering such weapons.

Force Majeure.

Except for payment obligations, non-performance or late performance shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing or late-performing party whether or not similar to the foregoing. If by reason of any such force majeure event, WSR Medical Solutions Limited's supplies of Products are limited, WSR Medical Solutions Limited shall have the right to prorate the available supply in such a manner as it, in its sole discretion, determines appropriate. Deliveries suspended or not made by reason of this Section 14 shall be cancelled without liability; provided that payment obligations for Products already delivered shall otherwise remain unaffected.

General.

a. **Proprietary Rights.** WSR Medical Solutions Limited retains for itself all proprietary rights in and to all designs, engineering details and other data pertaining to any Products sold except where rights are assigned under written agreement by a corporate officer of WSR Medical Solutions Limited.

b. **Sale Conveys no License.** The Products sold hereunder are offered for sale and are sold by WSR Medical Solutions Limited subject to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent for the design, manufacturing or sale of WSR Medical Solutions Limited Products of proprietary rights.

c. **Compliance with Law.** Each party shall perform all acts necessary to comply with, and shall cause their respective officers, directors, employees, contractors and agents to comply with, any and all national and local laws/regulations applicable to each of them.

e. **Assignments.** Customer may not assign its rights or obligations under these General Terms without the prior written consent of WSR Medical Solutions Limited, and any purported assignment without such consent shall

have no force or effect. WSR Medical Solutions Limited may assign these General Terms without Customer's consent.

f. Law and Jurisdiction. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

g. Waiver. Any waiver by WSR Medical Solutions Limited of any default by Customer hereunder shall not be deemed to be a continuing waiver of such default or a waiver of any other default or any other term or condition of these General Terms.

h. Entire Agreement. These General Terms, along with the documents incorporated by reference on the face hereof (but expressly excluding the terms and conditions of Customer's purchase order or any similar document issued by Customer) constitute the entire agreement between Customer and WSR Medical Solutions Limited with regard to the Products listed on the face hereof, and expressly supersedes and replaces any prior or contemporaneous agreements, whether written or oral, relating to such Products or services.

Customer Service & Support:

Our Customer Service Department is available by phone at 01706 830086 / and by email at support@rothband.com to assist with any account, product/service, or payment related requests. If you feel there is an error, please contact Customer Service (by phone or email) within 30 days of receipt of the invoice. Such explanation should include a statement of the amount of charges that you feel are in error. The balance of the invoice will remain due and payable. You agree and acknowledge that the Company shall not be responsible for any adjustments or account oversights that remain unaddressed past the 60th day of invoicing.

USE OF THIS DOSIMETRY SUBSCRIPTION CONSTITUTES YOUR CONSENT TO THE ABOVE TERMS AND CONDITIONS