

Standard Terms and Conditions of Sale of Radiation Detection Technologies, Inc. Products

These Terms and Conditions of Sale govern all purchases of RDT products (the "Products"). In these Terms and Conditions of Sale, "Seller" or "RDT" means Radiation Detection Technologies, Inc. and any parents or subsidiaries thereof, and "Purchaser" means the person or company to whom the sale is made.

1. Payment; Taxes

Except to the extent otherwise agreed by RDT in writing, payments shall become due without setoff as shipments of Products are made. All payments shall be made by the Purchaser within thirty (30) days from the date of shipment. If RDT consents to delay shipments, payment shall become due on the date when RDT is prepared to make shipment. In the event of any such delay, title shall pass to Purchaser and Products shall be held by RDT at Purchaser's risk and expense. Amounts past due shall be subject to a late payment charge of 1 ½% per month, or the highest interest rate allowed by law. Prices are exclusive of taxes, and all taxes arising hereunder are the responsibility of Purchaser. Any taxes which RDT may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing use or consumption of the Products are not included in the price of the Product and shall be for the account of the Purchaser, who shall promptly pay the amount thereof to RDT upon demand.

2. Delivery; Title and Risk; Cancellation

Products shall be delivered Ex Works, RDT's facility, and title and risk of loss shall pass when the Product is provided to a common carrier. Any order may be terminated by Purchaser only upon RDT's written consent, and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to the order which have been incurred up to the date of notice of termination. A reasonable amount for overhead and profit and any additional costs resulting from the termination and ten percent (10%) of the final net price will be included in the termination charge to compensate for disruptions in scheduling, planned production, and other costs. Payment shall be made within thirty (30) days from date of invoice.

3. Intellectual Property Rights

Notwithstanding any references herein to title, all software and any other intellectual property (the "IP") provided in or with the Products is licensed and not sold, and are owned by RDT and other licensors and are protected under applicable US laws and those of other jurisdictions. Purchaser shall not copy or modify IP and shall not transfer any IP except with the transfer of Product, as authorized by RDT, provided no copy of any IP is retained by Purchaser at such time. Purchaser agrees to use IP only as required to use the Products, that it will treat the IP as RDT's confidential information and not disclose it, and not to reverse engineer, disassemble, decompile, radiographically scan the Products, or otherwise alter the IP; provided, however, that if reproduction of software code and translation of its form are necessary to obtain the information required to achieve the interoperability of any software with other programs and if such access and use to the software code is mandated by applicable law, Purchaser shall inform RDT in writing accordingly and RDT shall notify Purchaser within twenty (20) business days from receipt of Purchaser's request that (i) RDT will perform the work in order to achieve such interoperability and charge a reasonable expense allowance for such work to Purchaser, or (ii) Purchaser itself is entitled to undertake those actions, but only to the extent required to achieve the interoperability of such software with other programs. Purchaser acknowledges that no title to any IP, including, without limitation, any patent rights, in any Product is transferred to Purchaser.

4. Limited Warranty; Disclaimers

RDT warrants that the Products will operate substantially in conformance with RDT's specifications and be free from defects in materials and manufacture under normal use for a period of one year from the date of delivery. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY RDT, AND RDT AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. RDT DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. The entire risk as to

the quality, loss, results, and performance of the Products and their components is being assumed by Purchaser. No oral, written, or implied information or advice given by RDT shall create a warranty or in any way increase the scope of this warranty.

Further, the limited warranty set forth above shall not apply to Products (a) that have been repaired or altered other than by RDT in any way so as, in RDT's judgment, to affect its reliability; (b) that have been subject to misuse, negligence, or accident, or operating manual instructions/recommendations have not been followed; or (c) for which recommended preventative maintenance has not been followed.

RDT makes no promise or representation that the Products will conform to any federal, state or local laws, ordinances, regulations, codes or standards.

5. Warranty Remedies

To the maximum extent permitted by applicable law, Purchaser's exclusive remedy and RDT's sole obligation for breach of the warranty set forth above is for Purchaser to notify RDT during the warranty period of a defective Product, to return any defective Products within 30 days of such notice in accordance with RDT's return policies along with a copy of Purchaser's payment receipt, and RDT, if it determines that the warranty claim is valid, will, at its option, replace or repair the detector or refund the money Purchaser paid for the affected Product.

6. Limitation of Liability

Under no circumstances will RDT be liable to Purchaser or any third party for any direct, indirect, incidental, special, consequential or exemplary damages, including lost profits, physical injury, or lost savings arising out of the use or inability to use the Products, even if RDT has been advised of the possibility of such damages. This includes, but is not limited to, loss or injury caused in whole or in part by RDT procuring, compiling, interpreting, reporting or delivering any portion of the Product. The total liability of RDT (including RDT licensors, suppliers or manufacturers), on any claim, whether in contract, tort (including negligence), breach of warranty or otherwise, arising out of, connected with, or resulting from the manufacture, sale, storage, delivery, resale, repair, replacement or use of any Product shall not exceed the price of the specific Product which gives rise to the claim.

7. Use of RDT Information

All information including, but not limited to, software, data, drawings, designs, specifications, photographs and sketches forwarded by RDT to Purchaser shall be treated as confidential by Purchaser and shall be used by Purchaser solely for the purpose for which it is furnished. Such information shall not be reproduced, transmitted, disclosed or used otherwise, in whole or in part, without written authorization from RDT.

8. Indemnity

Purchaser agrees to indemnify, defend, and hold harmless RDT, and RDT's respective officers, directors, shareholders and employees from and against any claim, liability, cost, damage, expense, or loss it may incur (including, without limitation, reasonable attorneys' fees and costs) as a result of (i) Purchaser's use of Detector; (ii) any violation by Purchaser of Purchaser's obligations under these Terms and Conditions; (iii) any application where RDT's product could lead to injury to persons or loss of life or catastrophic property damage; and (iv) any violation by Purchaser of the rights of others, whether through negligence or willful misconduct. RDT reserves the right, but not the obligation to assume control of the defense of any action subject to indemnification by Purchaser under this Agreement. Purchaser agrees not to settle any third party claim arising under these Terms and Conditions without the prior written consent of RDT. Purchaser will use its best efforts to cooperate with RDT in the defense of any claim.

9. Life Support Applications

The Products are not designed, intended or authorized for use in components or systems or other applications intended to support or sustain life, or for any other application in which the failure of the Product would create a situation where personal injury or death may occur. Should Purchaser purchase or use the Products for any such unintended applications, Purchaser shall indemnify and hold RDT and its officers, employees, subsidiaries, affiliates and distributors harmless against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury or death associated with such unintended or unauthorized use, even when such claim alleges that RDT was negligent regarding the design or manufacture of the Product or part

thereof.

10. Export Control

As required by the laws of the United States and other countries, Purchaser represents and warrants that Purchaser: (a) understands that the Products are export controlled under the U.S. Commerce Department's Export Administration Regulations ("EAR") and are further regulated by the U.S. Nuclear Regulatory Commission; (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Products to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries; (d) will not use the Products in connection with any nuclear, chemical or biological weapons proliferation, missile technology, or military end-uses where prohibited by an applicable arms embargo; and (e) understands that countries including the United States may restrict the import, use, or export of radiation detection products and agree that Purchaser shall be solely responsible for compliance with any such import, use, or export restrictions. RDT shall have no obligation to ship any product or device to Purchaser prior to Purchaser completing, executing, and transmitting to RDT a current RDT Product Specific United States Export Control Agreement.

11. Enforceability, Severability, and Applicable Law

If any provision of these Terms and Conditions is held to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions, Purchaser's rights and obligations, and all actions contemplated by this Agreement will be governed by the laws of the United States of America and the State of Kansas (except with respect to its conflict of law provisions), as if these Terms and Conditions were a contract wholly entered into and wholly performed in Riley County, Kansas, independent of Purchaser's actual state or country of residence. Any dispute arising out of or relating to these Terms and Conditions whether at law or in equity will be resolved exclusively in the federal or state courts located in Riley County, KS, and Purchaser hereby irrevocably and unconditionally consents to the exclusive jurisdiction and venue of such courts. The rights and obligations of the parties to these Terms and Conditions shall not be governed by the United Nations Convention on the International Sale of Goods.

12. Term and Termination

These Terms and Conditions may be terminated by RDT immediately in the event that Purchaser becomes insolvent, files or has filed against it a petition in bankruptcy or undergoes a reorganization pursuant to a petition in bankruptcy filed with respect to it, which petition is not dismissed within sixty (60) days; or defaults or breaches any material provision of these Terms and Conditions and does not remedy the default or breach within thirty (30) days after written notice from RDT.

13. Miscellaneous

(a) These Terms and Conditions constitute the entire agreement between RDT and Purchaser with respect to Purchaser's purchase of one or more Products. (b) All provisions of these Terms and Conditions that impose obligations continuing in their nature shall survive the termination or expiration of these Terms and Conditions, including but not limited to, provisions for limitation of liability, disclaimers, confidentiality, indemnity and export control. (c) The failure of RDT to exercise or enforce any provision of these Terms and Conditions shall not constitute a waiver of such right or provision. (d) "Force Majeure" means causes beyond the reasonable control of RDT or its suppliers or manufacturers, preventing or interfering with the delivery by RDT, including natural disaster, war (declared or undeclared), strikes, lockouts, fire, acts of terrorism, accidents, restraints affecting shipping or credit, non-arrival or delay of carriers, short or reduced supply of fuel or raw materials or excessive costs thereof, or of production, acts of any governmental authorities, or any other similar contingency affecting RDT or its suppliers or manufacturers. RDT is not liable for any default or delay caused by Force Majeure and may, at its option, deliver ratably with reference to all its customers or cancel any delivery not made. (e) Purchaser may not assign or transfer the Product, or any of its rights or obligations under these Terms and Conditions, to a third party without the prior written consent of RDT. RDT may freely assign these Terms and Conditions. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.