

General Terms and Conditions of Sale

1. Scope, Acceptance and Precedence

All orders via e-mail, phone and/or post are accepted and shipped strictly subject to these General Terms and Conditions of Sale (“Contract”), unless otherwise expressly agreed in writing by an authorized representative of Isotope Limited.

The term “Isotope Limited” refers to Isotope Limited, Unit 1603, 16th Floor, The L. Plaza, 367–375 Queen's Road Central, Sheung Wan, Hong Kong.

In the event of any conflict between these Terms and any terms contained in the Customer’s purchase order or other documents, these Terms shall prevail unless expressly agreed otherwise in writing by an authorized representative of Isotope Limited. Any additional or inconsistent terms proposed by the Customer are expressly rejected.

These Terms constitute the entire agreement between the parties and supersede all prior communications or agreements. No amendment shall be binding unless made in writing and signed by an authorized representative of Isotope Limited.

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2. Pricing, Shipping Charges, Taxes and Duties

Prices are subject to change without notice; any quoted prices shall remain valid for twenty (20) calendar days from the date of quotation unless otherwise stated.

All prices are quoted on a **CPT basis (Carriage Paid To — INCOTERMS® 2020)** to the nearest suitable **international airport** designated by Isotope Limited, which is standard for shipments of dangerous goods, unless otherwise agreed in writing, including for non-dangerous goods shipments. The named place of delivery shall be specified in the applicable quotation or invoice.

Under this CPT basis:

- the cost of **packing, export handling, and air freight to the named international airport** is included in the quoted price;
- **insurance is not included** unless expressly agreed in writing;
- any **costs, fees, or arrangements for transportation from the airport to the Customer’s final destination** (including import clearance, local handling, delivery, duties, and taxes) shall be **borne solely by the Customer**.

Quoted prices do not include applicable federal, state, or local taxes, import duties, or any other governmental charges, all of which are the responsibility of the Customer, whether paid directly or collected by Isotope Limited.

3. Shipment, Title and Risk

All orders are shipped via air courier or air cargo as specified in the offer, invoice, or contract.

The Customer must provide accurate delivery contact details.

Title to and risk of loss or damage to the goods shall pass to the Customer upon delivery of the goods to the first carrier in accordance with the applicable INCOTERMS® 2020 rule specified in the quotation or invoice. Upon transfer of risk, Isotope Limited shall have no further responsibility for loss, damage, or delay.

All delivery dates are approximate. Isotope Limited shall not be liable for delays caused by events beyond its reasonable control, including but not limited to force majeure events, supplier delays, transport disruptions, or regulatory actions.

Isotope Limited reserves the right to make partial deliveries.

The Customer shall be responsible for all import formalities and clearance.

4. Payment Terms and Credit

Unless otherwise agreed, payment is due within twenty (20) days from the date of invoice.

Payments shall be made in EUR, USD, or HKD as specified and **free of bank charges, set-offs, or deductions.**

Isotope Limited reserves the right to:

- require advance payment at its sole discretion;
- suspend or cancel any order if payment is delayed or if the Customer's financial condition

is deemed impaired.

All goods remain the property of Isotope Limited until full and cleared payment has been received.

The Customer shall be liable for all reasonable collection costs, including legal fees.

5. Quality, Certification, Inspection and Claims

A. Certificate of Analysis and Documentation

All products may be accompanied, upon Customer's request, by a Certificate of Analysis ("CoA") and/or Quality Certificate(s). The CoA reflects information provided by the original manufacturer and relates exclusively to the specific lot of material shipped, unless expressly stated otherwise.

Material Safety Data Sheets (MSDS) may also be provided upon request. MSDS are prepared based on available knowledge and are supplied solely for informational purposes, without any warranty or liability on the part of Isotope Limited or its affiliates.

Isotope Limited warrants only that the delivered product conforms to the specifications stated in the applicable CoA.

B. Limited Warranty

Isotope Limited warrants, for a period of twenty (20) days from the date of receipt ("Warranty Period"), that the product meets the specifications set forth in the CoA accompanying the shipment.

No warranty is given regarding:

- fitness for a particular purpose;
- performance in any specific application;
- results obtained from use of the product.

All other warranties, express or implied, are hereby disclaimed to the maximum extent permitted by law.

C. Inspection and Acceptance

Upon receipt, the Customer shall immediately inspect the shipment, including:

- external packaging condition;
- sealing integrity;
- labeling;
- physical condition of the product.

The Customer must **document such inspection with dated photographs** and retain all original packaging materials.

Failure to:

- perform such inspection;
- provide documented evidence;
- notify Isotope Limited of discrepancies

shall constitute **final and irrevocable acceptance** of the goods.

D. Claims Procedure

All claims for errors, defects, shortages, or damage must:

- be submitted in writing within the Warranty Period;
- include full supporting documentation, including photographs and test reports;
- describe the alleged non-conformity in detail.

Any claim not meeting these requirements or submitted after the Warranty Period shall be deemed **waived and inadmissible**.

The burden of proof for any alleged non-conformity shall rest solely with the Customer.

E. Handling, Storage, and Chain of Custody

The Customer shall:

- handle, store, and use the product in accordance with good laboratory practice;
- ensure conditions preventing contamination, oxidation, degradation, or alteration;
- maintain full traceability and chain of custody of the material.

Isotope Limited shall not be responsible for any changes in product quality resulting from improper handling, storage, or use after delivery.

F. Testing and Analytical Methods

Any testing performed by the Customer must:

- use analytical methods and equipment **equivalent to those specified in the CoA** (e.g., ICP-MS, ICP-AES, as applicable);
- be based on **representative sampling of the bulk material**;
- include full documentation of:
 - sample preparation procedures;
 - instrumentation used;
 - calibration standards;
 - testing conditions.

Results obtained using:

- non-equivalent methods;
- surface-only techniques (including but not limited to XPS, EDX, SEM-EDX);
- non-representative or contaminated samples

shall **not be considered valid** for the purpose of any claim.

G. Verification and Inspection Rights

No claim shall be accepted unless Isotope Limited is given reasonable opportunity to:

- review all testing data;
- inspect the product;
- verify sampling and handling procedures.

If required, the Customer shall return the product in accordance with Isotope Limited's instructions.

Goods returned without prior written authorization will not be accepted and may be returned at the Customer's expense.

H. Independent Analysis

In the event of a dispute, the product may be submitted to an independent laboratory mutually agreed upon by both parties.

Such analysis must:

- follow methods equivalent to those in the CoA;
- be performed on properly preserved, representative samples.

The results of such independent analysis shall be **final and binding**.

I. Remedies

Isotope Limited's sole and exclusive obligation shall, at its option:

- to replace the non-conforming product; or
 - to issue a credit or refund not exceeding the purchase price of the affected product.
- Isotope Limited shall have the right to remedy any defect within a reasonable period.

J. Limitation of Liability

To the maximum extent permitted by law:

- liability shall not exceed the purchase price of the product;
- Isotope Limited shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profit, loss of use, or business interruption.

This limitation applies regardless of the legal theory (contract, negligence, strict liability, or otherwise).

K. Indemnification

The Customer agrees to indemnify, defend, and hold harmless Isotope Limited from any claims, losses, damages, or liabilities arising out of:

- handling, storage, processing, resale, or use of the product;
- combination of the product with other substances;
- failure to comply with applicable laws, regulations, or safety requirements.

6. Hazardous Materials and Compliance

Where products are classified as hazardous, they must be handled only by qualified personnel.

By purchasing such materials, the Customer represents and warrants that:

- it is fully aware of all health and safety risks;
- it has appropriate safety procedures and controls in place;
- it complies with all applicable laws and regulations.

The Customer further agrees that products shall be used only for lawful purposes and in compliance with all applicable export control, sanctions, and regulatory requirements.

The Customer shall be solely responsible for obtaining any required licenses, permits, or approvals for import, possession, or use of the products.

7. Force Majeure

Neither Isotope Limited nor the Customer shall be liable for any failure or delay in the performance of its obligations under this Contract to the extent that such failure or delay is caused by events or circumstances beyond its reasonable control ("Force Majeure Event").

Force Majeure Events shall include, but are not limited to:

- acts of God, including fire, flood, earthquake, or other natural disasters;
- war, military actions, terrorism, civil unrest, or riots;
- strikes, labor disputes, or industrial disturbances;
- pandemics, epidemics, or public health emergencies;
- acts, regulations, or restrictions imposed by governmental or regulatory authorities, including export controls, sanctions, customs restrictions, or licensing delays;
- transport disruptions, including airline cancellations, cargo restrictions (including dangerous goods limitations), or logistics failures;
- failure or delay of suppliers or subcontractors;
- shortages of raw materials, energy, or utilities;

- any other events which are unforeseeable, unavoidable, and beyond the reasonable control of the affected party.

The affected party shall notify the other party **without undue delay and, where reasonably practicable, within ten (10) calendar days** after becoming aware of the Force Majeure Event, providing reasonable details of:

- the nature of the event;
- its expected duration;
- the obligations affected.

Failure to provide such notice within the above timeframe shall not invalidate the Force Majeure claim, provided that such delay does not materially prejudice the other party.

The obligations of the affected party shall be suspended for the duration of the Force Majeure Event. The affected party shall use reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable.

During the continuation of the Force Majeure Event, the parties shall cooperate in good faith to agree on appropriate adjustments, including but not limited to:

- extension of delivery timelines;
- modification of logistics arrangements;
- partial deliveries or alternative performance solutions.

If the Force Majeure Event continues for a period exceeding ninety (90) days, either party may terminate the affected portion of the Contract upon written notice, without liability, except for obligations accrued prior to such termination.

Force Majeure shall not relieve the Customer of its obligation to pay for goods already delivered.

8. Dispute Resolution and Governing Law

These General Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of Sweden.

Any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, performance, or termination, shall be resolved as follows:

A. Amicable Resolution and Mediation

The parties shall first attempt to resolve the dispute amicably through good faith negotiations. If the dispute is not resolved within thirty (30) days, either party may refer the matter to mediation.

If the dispute remains unresolved within forty-five (45) days from the start of mediation, either party may proceed to arbitration.

B. Arbitration

Any dispute not resolved amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC).

The arbitration shall be conducted by **one (1) arbitrator**, unless the parties agree otherwise.

The place of arbitration shall be **Stockholm, Sweden**.

The language of arbitration shall be **English**.

The arbitrator shall, where reasonably practicable, have relevant expertise in chemistry, materials science, or related technical fields.

The arbitrator shall give due consideration to the technical specifications and analytical methods set forth in the applicable Certificate of Analysis.

The arbitrator shall take into account standard industry practices for the handling and analysis of isotope-enriched materials.

C. Procedure and Enforcement

The arbitral award shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

Failure of a party to participate in the arbitration shall not prevent the proceedings from continuing, and an award may be rendered in its absence.

D. Costs

Each party shall bear its own legal and other costs, unless otherwise determined by the arbitrator.

The costs of arbitration shall be allocated in accordance with the ICC Rules.

E. Confidentiality

All arbitration proceedings, including submissions, evidence, and awards, shall be confidential, except to the extent required for enforcement or by law.

9. No Reliance

The Customer acknowledges and agrees that, in entering into this Contract, it has not relied on any statement, representation, warranty, or undertaking of any kind made or given by or on behalf of Isotope Limited other than those expressly set out in these General Terms and Conditions of Sale and the applicable Certificate of Analysis.

All descriptions, specifications, data, and other information provided by Isotope Limited, whether in catalogues, websites, technical documents, or communications, are provided for general informational purposes only and shall not constitute representations or warranties unless expressly confirmed in writing.

To the maximum extent permitted by applicable law, Isotope Limited shall have no liability for any misrepresentation (whether negligent or otherwise) not expressly set out in these Terms.

10. Limitation Period for Claims

Any claim, dispute, or cause of action arising out of or in connection with this Contract, including but not limited to any alleged breach of contract, warranty, negligence, or other legal theory, must be formally initiated by the Customer within **twelve (12) months** from the date on which the Customer became aware, or ought reasonably to have become aware, of the event giving rise to such claim.

Any claim not brought within this period shall be **permanently barred**.

This limitation period applies regardless of the form of action and shall survive termination or completion of the Contract.

11. No Waiver

No failure or delay by Isotope Limited in exercising any right, power, or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any further exercise thereof or the exercise of any other right, power, or remedy.

Any waiver of any provision of this Contract shall be effective only if made in writing and signed by an authorized representative of Isotope Limited.

12. Survival

Any provisions of these General Terms and Conditions of Sale which by their nature are intended to survive termination or completion of the Contract, including but not limited to provisions relating to limitation of liability, indemnification, dispute resolution, limitation periods, and compliance obligations, shall remain in full force and effect.

13. Assignment

The Customer may not assign, transfer, or otherwise dispose of any of its rights or obligations under this Contract, in whole or in part, without the prior written consent of Isotope Limited.

Isotope Limited may assign or transfer its rights and obligations under this Contract to any affiliate or in connection with a reorganization, sale of business, or transfer of assets upon written notice to the Customer.