

STANDARD TERMS AND CONDITIONS OF SALE FOR XENON-133 AND/OR COBALT-57 RADIOCHEMICALS

Lantheus Medical Imaging, Inc. ("**LMI**") is making its Xenon-133 and/or Cobalt-57 radiochemicals ("**Radiochemicals**") available for sale to the purchaser (the "**Customer**") pursuant to these terms and conditions of sale (these "**Terms**"). In these Terms, LMI and the Customer are referred to, individually, as a "**Party**" and, collectively, as the "**Parties**").

1. APPLICABILITY

These Terms, together with the type(s) of Radiochemicals, pricing, quantities and delivery address set forth in LMI's applicable invoice (collectively, these "**Terms**"), govern all sales of Radiochemicals by LMI to the Customer, unless both Parties have signed a definitive written agreement covering sales of any Radiochemicals, in which case, that written agreement will govern those sales.

In the absence of such a written agreement, these Terms comprises the entire and exclusive agreement between the Parties with respect to a sale of Radiochemicals and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral. For clarity, each purchase of Radiochemicals will constitute a separate and distinct agreement under these Terms.

For emphasis, these Terms prevail over any of the Customer's terms and conditions of purchase, regardless of whether or when submitted to LMI. LMI's acceptance or fulfillment of the Customer's order does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these Terms.

2. AVAILABILITY OF SUPPLY

All purchase orders for Radiochemicals are subject to acceptance by LMI, in its discretion, and availability of supply. Under no circumstances will LMI be liable to any party for any failure to supply, or any delay in supplying, Radiochemicals.

3. PURCHASE PRICE

The purchase price to be invoiced to, and paid by, the Customer for Radiochemicals will be LMI's list price, as in effect from time to time, which will be communicated to Customer at the time of order.

All prices are exclusive of shipping and insurance costs, taxes, customs, import duties and other similar charges, for which the Customer will be solely responsible. LMI will invoice Customer for the cost of shipping and insurance, if any, which will be indicated as specific line items on the invoice.

4. SHIPPING TERMS

General. All Radiochemicals will be shipped by LMI (by the shipping method of its choice) to the delivery address specified by the Customer at the time of order (the "**Place of Delivery**"). Shipments will be insured only at the Customer's express request at the time of order.

Domestic Delivery. Title and risk of loss to Radiochemicals will pass from LMI to the Customer at the moment when the Radiochemicals are delivered to the Customer's dock.

International Delivery. Title and risk of loss to Radiochemicals will pass from LMI to the Customer at the moment when the Radiochemicals first enter the country in which the Place of Delivery is located (i.e., "wheels down" at airport of entry). The Customer is solely responsible for clearing the Radiochemicals through customs. Further, the Customer agrees that (a) the Radiochemicals will be imported into the country in which the Place of Delivery is located under the Customer's import licenses and (b) the Customer will provide to LMI a copy of that license, along with all other documentation, cooperation and actions requested by LMI to assure lawful import and to enable LMI to screen Customer for purposes of its legal and regulatory compliance.

5. CANCELLATION POLICIES

The Customer may cancel an order only in accordance with LMI's cancellation policies, as in effect from time to time, which, upon the Customer's request, will be communicated to the Customer at the time of order or otherwise made available on LMI's website (www.lantheus.com).

6. INVOICING AND PAYMENT TERMS

LMI will invoice the Customer upon delivery. All payments will be due and payable within thirty (30) days after the date of invoice. All payments will be made in U.S. Dollars by the method agreed by LMI and the Customer at the time of order. Customer will satisfy its payment obligations under these Terms without setoff, deduction, recoupment or withholding of any kind. Any amounts that remain unpaid after the due date will bear interest at 1.5% per month or as otherwise allowed.

7. PERMITTED USES; INDEMNIFICATION

The Customer assumes all risk and liability resulting from use of the Radiochemicals delivered under these Terms, whether used singly or in combination with other products. Not in limitation of the foregoing, LMI is selling the Radiochemicals to the Customer for industrial, not-for-human uses only. Any other use is strictly prohibited, and LMI expressly disclaims all responsibility and liability for any other such uses.

The Customer will indemnify, hold harmless and (at LMI's request) defend LMI, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, causes of actions, suits, controversies, damages, liabilities, losses and expenses of any nature whatsoever

(including reasonable and documented attorney's fees and disbursements) resulting from, arising out of or in connection with, the Customer's actual or alleged breach of this Section 7, gross negligence or willful misconduct.

8. CUSTOMER COMPLIANCE

General. The Customer represents, warrants and covenants to LMI, at the time of order and at all times thereafter, that:

(a) it (and, as applicable, each of its locations) holds, will hold and will provide to LMI upon request true and correct copies of, all authorizations, licenses and permits necessary for the lawful conduct of its business and the purchase, shipment, importation, storage, handling, use and disposal of the Radiochemicals;

(b) none of those authorizations, licenses or permits has expired or will expire without immediate renewal or has been or will be suspended, terminated, cancelled, not renewed or otherwise lost;

(c) it will notify LMI immediately in the event that the Customer (or, as applicable, its locations) fails to maintain any such authorizations licenses or permits; and

(d) it will ascertain and comply with all provisions of these Terms and all applicable laws and regulations, including any relating to export control, anti-bribery or anti-corruption and the purchase, shipment, importation, storage, handling, use or disposal of the Radiochemicals.

9. LIMITED WARRANTY

Any Radiochemicals supplied to Customer pursuant to these Terms will conform to LMI's specifications for that Radiochemical, as in effect from time to time (the applicable "*Specifications*"). This limited warranty runs only to the original Customer.

The Customer may only reject Radiochemicals that fail to conform to (i) the type(s) or quantities specified in LMI's invoice (which will be consistent with the Customer's order) or (ii) the applicable Specifications; provided that LMI will have no responsibility or liability for non-conformities caused by any act, omission or misuse by the Customer or any third party.

To validly reject any non-confirming Radiochemicals, the Customer is required to notify LMI Customer Service within twenty four (24) hours of receipt and provide detailed reasons for that possible rejection. In the event that Radiochemicals are validly rejected, the Customer's sole and exclusive remedy will be to (i) receive replacement quantities for those non-conforming Radiochemical or (ii) an invoice credit for the original purchase price of those non-conforming Radiochemicals against future purchases from LMI. In any case, Customer will (at its own cost) destroy any non-conforming Radiochemicals in compliance with applicable laws and regulations.

DISCLAIMER. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THESE TERMS ARE THE ONLY REPRESENTATIONS AND WARRANTIES MADE BY LMI WITH RESPECT TO THE RADIOCHEMICALS AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THESE TERMS OR UNDER APPLICABLE LAW TO THE CONTRARY, (A) IN NO EVENT WILL LMI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNTS REPRESENTING LOSS OF REVENUE, PROFITS OR BUSINESS (INCLUDING ANY SUCH DAMAGES RESULTING FROM DELAYS IN DELIVERY, OR FAILURE TO DELIVER, ANY RADIOCHEMICALS), REGARDLESS OF WHETHER LMI HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, AND (B) LMI'S AGGREGATE LIABILITY UNDER ALL AGREEMENTS WILL BE LIMITED TO THE AMOUNTS, IF ANY, ACTUALLY RECEIVED BY LMI FOR THE RADIOCHEMICALS DIRECTLY CAUSING THOSE DAMAGES.

10. TERMINATION

In addition to any remedies that may be provided under these Terms, LMI may terminate these Terms with immediate effect upon notice to the Customer, if the Customer: (i) fails to pay any amount when due under these Terms or any other arrangement with LMI; (ii) has not otherwise performed or complied with any provision of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

11. CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of LMI, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed to or otherwise accessed by the Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with these Terms is confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by LMI in writing. LMI will be entitled to injunctive relief for any violation of this Section 11. This section does not apply to information that is: (a) in the public domain; (b) known to the Customer at the time of

disclosure; or (c) rightfully obtained by the Customer on a non-confidential basis from a third party.

12. MISCELLANEOUS

Governing Law; Jurisdiction; and Venue. These Terms (and all claims, controversies or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or in connection with, or relate to, these Terms) will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any principles of conflicts of laws.

Relationship of the Parties. In making and performing these Terms, the Parties are acting, and intend to be treated, as independent entities and nothing contained in these Terms will be construed or implied to create an agency, partnership, joint venture or employer-employee relationship.

Assignment. The Customer will not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of LMI. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves the Customer of any of its obligations under these Terms.

No Third-Party Beneficiaries. These Terms is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing in these Terms, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

Force Majeure. LMI will be excused from the performance of its obligations under these Terms for so long as, and it will not

be liable to the Customer or any third party in the event that, its performance is prevented or delayed due, in whole or in part, to circumstances or events beyond the reasonable control of one or more of: it, its affiliates or any of their respective vendors, suppliers or shipping carriers (including any (i) act of God, (ii) natural disaster or severe weather condition (e.g., lightning, earthquakes, hurricanes, floods, tornadoes, drought, blizzards, ice storms, and volcanic eruption, epidemic, etc.), fire or explosion, (iii) war, invasion, hostilities (whether war is declared or not), terrorist threat or act, riot, rebellion, mutiny, sabotage or other civil unrest, (iv) act or decision of any governmental authorities or change in applicable law or regulation, (v) sinking, crashing, embargo or blockade, (vi) strikes, labor disturbances, stoppages or slowdowns or other industrial disturbances, (vii) failure or delay of public utilities or third party common carriers, (viii) batch failure, supply failure or outage, equipment failure or malfunction, shortages of fuel, power or raw materials or (ix) any other circumstance or event which is not under the reasonable control of the affected party.

Severability. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, that invalidity, illegality or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

Modifications and Waivers. These Terms may only be amended, modified or supplemented by a written agreement signed by each of the Parties. No waiver of any provision of these Terms will be effective unless it is explicitly set forth in writing and signed by the Party so waiving.

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