



Standard Conditions of Sale

These Standard Conditions of Sale ("**Standard Conditions of Sale**") apply to all sales of products ("**Products**") by Lantheus Medical Imaging, Inc. ("**LMI**") to the purchaser (the "**Customer**"), unless those sales are otherwise governed by an effective written agreement signed by the parties.

- 1. Ordering.** The Customer may purchase Products from LMI by placing a valid order with LMI Customer Service, indicating the specific type, size and quantities of Products and requested delivery dates in accordance with LMI's order lead time requirements, as in effect from time to time. The Customer may only cancel or modify an order in accordance with LMI's order cancellation and modification policies, as in effect from time to time.
- 2. Order Fulfillment.** LMI will use commercially reasonable efforts to accept valid orders, to accommodate requested order modifications and to supply Products to the Customer. If LMI is unable, for any reason, to fill any size of a Product specified in an order on any given day, then LMI will be entitled to make reasonable size substitutions (e.g., by providing two (2) 2.500 curie TechnelLite® generators or one (1) 6.000 curie TechnelLite® generator in fulfillment of a purchase order for one (1) 5.000 curie TechnelLite® generator). For clarity, LMI does not guarantee the availability of any of its Products, and LMI will not be liable, and the Customer expressly releases LMI from any liability, for any failure or delay in accepting or fulfilling orders for Products.
- 3. Pricing.** Pricing for Products will be confirmed at the time of order and will be reflected on the invoice. Any applicable shipping or other charges may be reflected in a subsequently issued invoice once those charges are determined. The Customer is responsible for all international, federal, state, county or municipal sales or use tax, healthcare tax, excise, customs charges, duties or similar charges or any other tax assessment
- 4. Invoicing and Payment Terms.** LMI will invoice the Customer upon shipment, and payment for Products is due within thirty (30) days of the date of the invoice. In the event the Customer fails to fulfill LMI's terms of payment or, in the event that LMI has any doubt at any time as to the Customer's ability to pay, LMI may decline to sell or deliver any additional

Products except upon receipt of cash or satisfactory security.

- 5. Risk of Loss; Transfer of Title.** The Customer will bear the risk of loss, delay, damage and radioactive decay to the Product from and after the time at which the Product is loaded onto the freight carrier at LMI's facilities. Full legal and equitable title and interest in the Product will pass to the Customer at that time.
- 6. Limited Warranty.** LMI warrants to the Customer that any Product sold by LMI to the Customer will, at the time of delivery, conform to the written specifications for that Product. This limited warranty is given only to the Customer that is the original purchaser of the Product from LMI, it may not be transferred or assigned and it does not extend to any subsequent purchaser, transferee or user of Products.

LMI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.

The Customer acknowledges and agrees that, except as set forth immediately above, neither LMI nor any other person has made, and the Customer has not relied upon, any express or implied warranty or representation concerning any Products (including without limitation, in advertising materials, brochures, or other descriptive literature). The Customer assumes all risk and liability resulting from use of the Products, whether used singly or in combination with other products. LMI will have no liability for defects in Products caused by any act, omission, neglect, default or misuse by the Customer or any third party.

- 7. Warranty Claims.** The Customer must notify LMI of any Product warranty claims within the shorter of (a) five days of receipt or (b) the half-life of the radioisotope contained in the Product, unless otherwise agreed in writing by LMI. No claim will be honored if the Customer fails to notify LMI within the period specified. Product will not be returned to LMI without LMI's permission.

8. **Limitations.** The sole and exclusive remedy of the Customer for any liability of LMI of any kind, including liability based on warranty (express or implied, whether contained in these Standard Conditions of Sale or elsewhere), negligence, strict liability, contract or otherwise, is limited to the replacement of the defective Products or the refund of any amounts paid for the defective Products, at LMI's discretion.

NOTWITHSTANDING ANYTHING IN THESE STANDARD CONDITIONS OF SALE TO THE CONTRARY AND NOTWITHSTANDING ANYTHING PROVIDED FOR UNDER APPLICABLE LAW TO THE CONTRARY, (A) IN NO EVENT WILL LMI BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS OR LOSS OF BUSINESS, INCLUDING ANY SUCH DAMAGES RESULTING FROM DELAYS IN DELIVERY, OR FAILURE TO DELIVER, ANY PRODUCT, REGARDLESS OF WHETHER LMI HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, AND (B) LMI'S AGGREGATE LIABILITY WILL BE LIMITED TO THE NET AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO LMI UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. **Intellectual Property.** The Customer acknowledges that, as between LMI and the Customer, LMI is the sole owner of all intellectual property, data and information relating to the Products, including the specifications and any other information relating thereto delivered by LMI to the Customer under these Standard Conditions of Sale.
10. **Infringement.** If any Product or any portion thereof is subject to a suit or other legal proceeding claiming that the Product infringes a third party's intellectual property right or, in LMI'S opinion, is likely to become subject of such a claim, then LMI will, at its option, have the right to either: (a) procure for the Customer the right to continue using the Product; or (b) replace or modify the Product so that it becomes non-infringing; or (c) require the Customer to return the Product and upon return, refund to the Customer the price actually paid by the Customer for the Product, less a reasonable amount for use, damage or obsolescence; or (d) substitute for the infringing Product other suitable, non-infringing Products. LMI will have no liability or obligation

hereunder for any infringement based upon: (i) the use of Product in combination with any product not provided by LMI or intended for use with Product, or based upon any modification to Product made by the Customer or a third party, if that claim would not have occurred but for such combination or modification; (ii) any modification or marking applied to Product by LMI at the request of the Customer; or (iii) for any use of Product other than for the express use for which that Product is sold by LMI. **THE FOREGOING STATES THE ENTIRE LIABILITY OF LMI, AND THE EXCLUSIVE REMEDY OF THE CUSTOMER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF PATENT, COPYRIGHT, TRADE SECRET OR ANY OTHER INTELLECTUAL PROPERTY RIGHT BY PRODUCT OR ANY PART THEREOF OR USE THEREOF.** The Customer must notify LMI in writing of any claim or any action, suit or proceeding by a third party to the extent that that claim, action, suit or proceeding is based on an allegation that the use of Product by the Customer, or the manufacture and sale of Product by LMI, infringes any United States or foreign patent, copyright, trademark or other intellectual property right of such third party. The Customer will have the right to use the Product for commercial purposes only, and warrants that it will use such product only in accordance with the labeling, prescribing information and other written instructions which accompany the product when delivered.

11. **Customer Obligations.** By purchasing Products from LMI under these Standard Conditions of Sale, the Customer expressly acknowledges and agrees as follows:
- (a) it (i) holds and will continue to hold all licenses and permits necessary and sufficient for the lawful conduct of its business and (ii) has ascertained, and will comply with, all applicable laws, regulations and requirements under all applicable licenses and permits, in the case of each of clauses (i) and (ii) above, including, but not limited to, those relating to (1) the purchase, transport, import, export, storage, handling, sales, marketing, distribution, preparation, use and administration of Products, (2) the disposal of radioactive materials, pollution, hazardous substances and (3) the protection of human health, the environment and natural resources;
 - (b) it will forward all labeling and literature concerning the Products to its employees and

agents who handle, process or sell the Products and customers of the Products, if any;

- (c) in addition to the Standard Conditions of Sale, any conditions set forth in the LMI's Product labeling will apply and are incorporated herein by reference;
- (d) neither it nor its affiliates will take any action that disparages LMI or the Products, or that may reduce or dilute the reputation or distinctiveness of any of the Product trademarks;
- (e) it will not use, sell or distribute any expired Product; and
- (f) it will not sell or otherwise distribute directly or indirectly the Products outside of the country in which it is sold.

12. Research Purposes and Similar Uses. In consideration of the significant time, effort and investment LMI has made in the research, development, manufacturing and commercialization of its products and to protect its intellectual property and goodwill, LMI only offers its products, makes its products available and sells its products for research purposes and similar uses (collectively, "**Research Use**") subject to, and conditional upon Buyer's agreement to, the terms and conditions set forth in this Section 12 (Research Purposes and Similar Uses) and, absent the Customer's agreement to these terms and conditions, LMI would not offer its products, make its products available or sell its products to the Customer for Research Use.

All purchases of products by the Customer from LMI for Research Use are governed by these Standard Conditions of Sale, unless the Customer has entered into a separate, written, Research Use-focused agreement with LMI (such as a material transfer agreement, an investigator sponsored trial agreement, a collaboration and license agreement or any similar agreement). For the avoidance of doubt, the terms and conditions of any commercial supply agreement, group purchasing agreement and/or commercial pricing letter do not apply to sales of products for Research Use.

LMI will have no liability or obligation, including for any infringement, based upon the use of the products for Research Use.

The Customer hereby grants to LMI and its affiliates

a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to any discovery, invention or innovation, whether or not patentable, conceived or reduced to practice by or on behalf of the Customer or its affiliates in the performance of the Research Use (including all intellectual property rights related thereto), sublicensable to entities with whom LMI or its affiliates are jointly researching, developing and/or commercializing a product.

13. Force Majeure. Each of the parties will be excused from the performance of its obligations under these Standard Conditions of Sale (except for the Customer's obligations to make payments to LMI) for so long as, and neither party will be liable to the other party or to 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: that Party, its affiliates, or any of their respective vendors, suppliers or shipping carriers (including any (a) act of God, (b) natural disaster or severe weather condition (e.g., lightning, earthquakes, hurricanes, floods, tornadoes, drought, blizzards, ice storms, and volcanic eruption, epidemic, pandemic, etc.), fire or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threat or act, riot, rebellion, mutiny, sabotage or other civil unrest, (d) act or decision of any governmental authorities or change in applicable law or regulation, (e) sinking, crashing, embargo or blockade, (f) strikes, labor disturbances, stoppages or slowdowns or other industrial disturbances, (g) failure or delay of public utilities or common carriers, (h) batch failure, supply failure or outage, equipment failure or malfunction, shortages of fuel, power or raw materials or (i) any other circumstance or event which is not under the reasonable control of the affected party (each, individually, a "**Force Majeure Event**"). The party suffering the occurrence of a Force Majeure Event will notify the other party as soon as practicable of such inability and of the period for which such Force Majeure Event is expected to continue, and any time for performance hereunder will be extended by the actual time of delay caused by such Force Majeure Event.

14. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other person (including any subcontractors) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15. Entire Agreement. These Standard Conditions of Sale supersede any of previous date and no modification of these Standard Conditions of Sale will be binding on LMI unless separately agreed to in writing by a duly authorized representative of LMI. No modification will be affected by the acknowledgement or acceptance of purchase order forms stipulating different conditions. Absent a written agreement in which the Customer expressly accepts and agrees to these Standard Conditions of Sale, the Customer's acceptance of any Products will be equivalent to the Customer's assent to these Standard Conditions of Sale. The failure of LMI at any time to enforce any condition of sale stated in these Standard Conditions of Sale will not be taken or held as a waiver of such condition.

16. Governing Law and Venue. These Standard Conditions of Sale and all matters arising out of or relating to these Standard Conditions of Sale (whether in contract, equity, tort, fraud, statutory claims or otherwise) are governed by, and are to be construed in accordance with, the laws of the Commonwealth of Massachusetts, United States of America, without regard to the conflict of laws provisions thereof to the extent those principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

The litigation of any dispute will, to the fullest extent permitted by applicable law, be brought exclusively in the Business Litigation Session of the Superior Court or, if that court does not have subject matter jurisdiction, the United States District Court for the District of Massachusetts or, if that court does not have subject matter jurisdiction, the courts of the Commonwealth of Massachusetts, and any appellate court from any thereof (collectively, the "**Designated Court**").

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DESIGNATED COURT; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY MASSACHUSETTS LAW.

17. Adverse Event and Quality Complaint Reporting.

The Customer will report all Adverse Events, Product Quality Complaints and Special Situations (each, as defined below) to LMI within 24 hours of the date that the Customer first becomes aware of an Adverse Event, Product Quality Complaint or Special Situation associated with a Product that is reported to the Customer or of which the Customer or any of its agents, including local radiopharmacists, are otherwise made aware. In addition, the Customer will provide LMI with immediate (or as soon as practicable) notification of any fatal or life-threatening Serious Adverse Event.

The report for Adverse Events and Special Situations should contain as much information as is available concerning such event to permit LMI to file a MedWatch Form 3500A report that satisfies regulatory guidelines for content and timeliness. The reports for Product Quality Complaints will include the following information: name and contact information of reporter; product/material name or description; lot number; number of defective units; number of complaint samples available for return; indication of whether a patient was dosed; and description of the complaint condition.

The Customer will ensure prompt follow-up as necessary to provide LMI with reasonably complete information known or otherwise available to the Customer with respect to any Serious Adverse Events, Adverse Events, Product Quality Complaints or Special Situations. If follow-up information is received after reporting a Serious Adverse Event, Adverse Event, Product Quality Complaint or Special Situation, the Customer also must report that information.

All reports and any related communications made hereunder will be made as follows (or to such other telephone number, facsimile number or e-mail address as may be specified by LMI on its website or otherwise):

United States / Canada	Outside US / Canada
<p>Phone: 1-800-343-7851</p> <ul style="list-style-type: none"> • Press Option 2 for Adverse Events or Special Situations • Press Option 3 for Product Quality Complaints <p>Fax: 978-436-7296</p>	<p>Phone: 978-667-9531</p> <ul style="list-style-type: none"> • Press Option 2 for Adverse Events or Special Situations • Press Option 3 for Product Quality Complaints <p>Fax: 978-436-7296</p>
<p>E-Mail: lantheussafety@lantheus.com</p>	

“Adverse Event” means any untoward medical occurrence in a patient or clinical investigation subject, which results in any unfavorable and unintended sign, symptom, or disease temporally associated with the use of a medicinal product, whether or not considered, related to the medicinal product. All noxious and unintended responses to a medicinal product related to any dose should be considered adverse drug reactions. Responses to a medicinal product means that a causal relationship between the product and Adverse Event is at least a reasonable possibility (i.e., the relationship cannot be ruled out or cannot be determined). The failure of a product to localize as expected will not be deemed an adverse experience, whereas a significant failure of expected pharmacologic action would be considered an adverse event.

“Product Quality Complaint” means an oral or written report, originating from an external or internal source, stating that a product marketed by LMI is not meeting the customer’s expectations in relation to identity, quality, effectiveness or performance of the product.

“Serious Adverse Event” means any untoward medical occurrence that at any dose: results in death; is life-threatening (defined as an event in which the subject or patient was at risk of death at the time of the event; it does not refer to an event which hypothetically might have caused death if it were more severe); requires inpatient hospitalization or causes prolongation of existing

hospitalizations; results in persistent or significant disability/incapacity; results in a congenital anomaly/birth defect; is an important medical event (defined as a medical event(s) that may not be immediately life-threatening or result in death or hospitalization, but based upon appropriate medical and scientific judgment, may jeopardize the patient/subject or may require intervention, e.g., medical surgical, to prevent one of the other serious outcomes listed in the definition above). Examples of such events include, but are not limited to, intensive treatment in an emergency room or at home for allergic bronchospasm; blood dyscrasias or convulsions that do not result in hospitalization.

“Special Situation” means any outcomes of pregnancies of patients exposed to product, Adverse Event during breastfeeding, data on use of product in children, lack of efficacy (effect), transmission of an infectious disease with product, overdose, misuse, or abuse, medication errors or Adverse Event in compassionate use/named patient use. For reporting purposes, LMI considers Special Situations to be Adverse Events that must be reported within 24 hours.

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