

1. Seller warrants that the products supplied are free from defects in material and workmanship and conform to the specifications which accompany the product when delivered. This limited warranty is given only to the original Buyer, it may not be transferred or assigned and does not extend to any subsequent purchaser or transferee of products. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Buyer acknowledges that except as set forth above neither Seller nor any other person has made, and the Buyer has not relied upon, any express or other warranty or representation (including without limitation, advertising materials, brochures, or other descriptive literature) concerning any products. Buyer assumes all risk and liability resulting from use of the products delivered hereunder, whether used singly or in combination with other products. Seller shall have no liability for defects in goods caused by any act, neglect, default or misuse by the Buyer or any third party.
2. Because of the inherent susceptibility to deterioration of radioactive products, notification of any claim for breach of Seller's warranty must be made within five days of receipt or within the half-life of the radioisotope contained in the product, whichever period is shorter, unless otherwise agreed in writing by Seller. No claim shall be honored if the Buyer fails to notify Seller within the period specified. The sole and exclusive remedy of the Buyer for any liability of Seller of any kind including liability based on warranty (express or implied, whether contained herein or elsewhere), negligence, strict liability, contract or otherwise is limited to the replacement of the goods or the refund of the invoice price of the goods, at Seller's discretion. SELLER SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. This limitation shall apply notwithstanding a finding that any remedy fails of its essential purpose. Product shall not be returned to Seller without Seller's permission.
3. 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 Seller's opinion is (are) likely to become subject of such a claim, Seller shall, at its option, have the right to either: (a) procure for Buyer the right to continue using the product; or (b) replace or modify the product so that it becomes non-infringing; or (c) require Buyer to return the product and upon return, refund to Buyer the price actually paid by Buyer for the product, less a reasonable amount for use, damage or obsolescence; or (d) substitute for the infringing product other suitable, non-infringing products. Seller shall have no liability or obligation hereunder for any infringement based upon: (i) the use of product in combination with any product not provided by Seller or intended for use with product, or based upon any modification to product made by Buyer or a third party, if such claim would not have occurred but for such combination or modification; (ii) any modification or marking applied to product by Seller at the request of the Buyer; or (iii) for any use of product other than for the express use for which such product is sold by Seller. THE FOREGOING STATES THE ENTIRE LIABILITY OF SELLER, AND THE EXCLUSIVE REMEDY OF BUYER, 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. Buyer must notify Seller in writing of any claim or any action, suit or proceeding by a third party to the extent that such claim, action, suit or proceeding is based on an allegation that the use of product by Buyer, or the manufacture and sale of product by Seller, infringes any United States or foreign patent, copyright, trademark or other intellectual property right of such third party. Buyer shall have the right to use the product for commercial purposes only, and warrants that it shall use such product only in accordance with the labeling, prescribing information and other written instructions which accompany the product when delivered.
4. Seller warrants that all products delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
5. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, government action, accident, labor trouble or shortage, terrorism, civil unrest, inability to obtain material, supplies, equipment or transportation. Quantities so affected may be eliminated from Buyer's orders without liability, but Buyer's orders shall remain otherwise unaffected. In no event shall Seller be obligated to purchase supplies of the products to be delivered hereunder to enable it to fill Buyer's orders.
6. If for any reason Seller is unable to supply the total amount of products specified in Buyer's order, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may in its sole and absolute discretion deem appropriate, without liability for any failure of performance which may result therefrom.
7. If any government action should place or continue limitations on the prices stated herein such that it would be illegal or against public or government policy for Seller to charge, assess or recover the full amount of or to increase such price, the Seller shall have the option (1) to continue to perform under Buyer's order subject to such adjustments in prices that Seller may deem necessary to

comply with such government action (2) to revise Buyer's order, subject to Buyer's approval (which may not be unreasonably withheld), in order to most nearly accomplish the original intent, or (3) to terminate performance of the affected portions of Buyer's order without liability for any damages.

8. At Buyer's request, Seller may (but is not obligated to) furnish such technical assistance and information as it has available with respect to the use of the products. Buyer assumes sole responsibility for results obtained in reliance thereon.
  9. Buyer must forward all labeling and literature concerning the products purchased from Seller to Buyer's employees and agents who handle, process or sell such products and customers of such products, if any.
  10. The Buyer must reimburse the Seller for all taxes, excises or other charges which the Seller may be required to pay to any government (national, state or local) upon the sale, production or transportation of the products sold to Buyer.
  11. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller may decline to make further delivery except upon receipt of cash or satisfactory security.
  12. In addition to the Standard Conditions of Sale set forth herein, any conditions set forth in the Seller's product labeling or invoices for the products shall apply and are incorporated herein by reference.
  13. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately agreed to in writing by a duly authorized representative of Seller. No modification shall be affected by the acknowledgement or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practical after receipt of Seller's invoice, acceptance of the terms and conditions hereof by Buyer shall be indicated and, in the absence of notification, the Buyer's acceptance of the products shall be equivalent to Buyer's assent to the terms and conditions hereof. The failure of Seller at any time to enforce any condition of sale stated herein shall not be taken or held as a waiver of such condition.
  14. In the case of Cardiolute<sup>®</sup>, which is supplied by way of bailment and license rather than purchase and sale, the foregoing conditions shall apply, the words Seller and Buyer being read as Bailor and Bailee, respectively. In addition, the following terms, which appear on Cardiolute<sup>®</sup> labeling and/or invoices, shall apply:  
  
LICENSE: By opening this package, you agree to the terms of this bailment and license agreement with Lantheus Medical Imaging, Inc. The consideration paid by you to Lantheus Medical Imaging, Inc. is a license fee
- which entitles you to make, or have made, and use up to six (or other such number as Lantheus Medical Imaging, Inc. may agree to in writing) radiolabeled unit doses per vial in accordance with the directions for reconstitution set forth in the labeling. Transfer of this product to you is a bailment, not a sale. Title to the six (or other agreed upon number) unit doses shall pass to you when the doses are removed from the vial and administered to patients. You will not sell or otherwise transfer this product in lyophilized, reconstituted, or radiolabeled form to any third party except for the express purpose of having the radiolabeled unit doses made for you. Upon use of the last unit dose that you administer to a patient from this vial, title to the vial and any remaining product will pass to you only for purposes of disposing of the vial and product; and you must properly dispose of the remainder of the vial.
15. All disputes as to the legality, interpretation, application, or performance of this order or any of its terms and conditions shall be governed by the laws of the state of New York including its conflict of laws principles.
  16. Buyer shall bear the risk of loss to the product after delivery to the carrier. Full legal and equitable title and interest in the product shall pass to the Buyer on delivery to the carrier.
  17. Buyer taking physical possession of Seller's products is fully and solely responsible for complying with all applicable federal, state, and local laws and regulations including, but not limited to, those relating to the storage, handling and distribution of such products. Buyer agrees to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any technical data or any direct product thereof in violation of any such restrictions, laws or regulations, or unless and until all required licenses and authorizations are obtained to the countries specified in the applicable U.S. Export Administration Regulations (or any successor supplement or regulations).

18. Buyer shall report all Adverse Events (AE), Product Quality Complaints (PQC) and Special Situations (SS) to Seller within 24 hours of the date that Buyer first becomes aware of an AE, PQC or SS associated with a product that is reported to Buyer or of which Buyer or any of its agents, including local radiopharmacists, are otherwise made aware. In addition, Buyer shall provide Seller with immediate (or as soon as practicable) notification of any fatal or life-threatening Serious Adverse Event (Serious AE).

The report for Adverse Events and Special Situations should contain as much information as is available concerning such event to permit Seller to file a MedWatch Form 3500A report that satisfies regulatory guidelines for content and timeliness. The reports for Product Quality Complaints shall 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.

Buyer shall insure prompt follow-up as necessary to provide Seller with reasonably complete information known or otherwise available to Buyer with respect to any Serious AEs, AEs, Product Quality Complaints or Special Situations. If follow-up information is received after reporting a Serious AE, AE, PQC or SS, Buyer also must report such information.

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

**United States**

**Phone:** 1-800-343-7851

- Press Option 2 for Adverse Events or Special Situations
- Press Option 3 for Product Quality Complaints

**Fax:** 1-866-880-9343

**E-Mail:** [lantheussafety@i3drugsafety.com](mailto:lantheussafety@i3drugsafety.com)

*i3 Drug Safety is the pharmacovigilance partner of Lantheus Medical Imaging.*

**Outside US/Canada**

**Phone:** 978-667-9531

- Press Option 2 for Adverse Events or Special Situations
- Press Option 3 for Product Quality Complaints

**Fax:** 734-929-6688

**“Adverse Event”** or **“AE”** 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 AE 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 shall not be deemed an adverse experience, whereas a significant failure of expected pharmacologic action would be considered an adverse event.

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

**“Serious Adverse Event”** or **“Serious AE”** 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”** or **“SS”** means any outcomes of pregnancies of patients exposed to product, AE 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 AE in compassionate use/named patient use. For reporting purposes, Seller considers Special Situations to be AEs that must be reported within 24 hours.