



## AMSTAT ALPHA IONIZER PURCHASE AGREEMENT

1. Amstat Industries hereby agrees to sell to the Customer the Device(s) as listed the Static Eliminator Purchase Agreement (the "Device(s)") on the terms and for the purchase price set forth on the Static Eliminator Purchase Agreement. The purchase price shall be payable within thirty (30) days after the execution of this Agreement.
2. As further described in Section 5 below, the Device(s) is required to be replaced or have a leak test performed once a year. In the event a Customer desires to purchase a new Device(s) following the one-year anniversary of the date of delivery of the Device(s) to the Customer (the "Anniversary Date"), the Customer will be required to issue or submit a new purchase order or enter into a new purchase agreement with Amstat (the "New Purchase Agreement"). The terms and purchase price for any new Device(s) shall be as described in such New Purchase Agreement.
3. Upon entering into a New Purchase Agreement, Amstat will deliver a new Device(s) to replace each used Device(s).
4. Upon receipt of the new Device(s), the Customer will return the used Device(s) using an appropriate shipping container, freight prepaid and insured to:  
NRD, LLC  
2937 Alt Blvd  
Grand Island, NY 14072
5. Should the Customer decide not to enter into a New Purchase Agreement, the Device(s) must be returned to NRD using an appropriate shipping container, freight prepaid and insured, to the address shown above within fifteen (15) days of the Anniversary Date. If the Customer does not return the Device(s) within the specified time period, the Customer shall be responsible for ensuring that the thirteen (13) month leak test requirement, per Title 10, Chapter 1, Part 31.5 of the U.S. Code of Regulations (or applicable regulations from an Agreement State) is fulfilled. The leak test must be performed by an appropriate licensee of the United States Nuclear Regulatory Commission or an Agreement State.
6. If for any reason the Customer elects to return the Device(s) prior to the Anniversary Date, Amstat will not issue credit or refund to the Customer. In the case of a defective Device(s), Amstat, at its sole discretion, can either replace the defective Device(s) or issue a refund for the unusable portion in an amount to be solely determined by Amstat. Further, if the Customer elects to return the Device(s), the Customer must first notify Amstat and a Return Authorization Number must be issued. Returned Devices will not be accepted by Amstat unless the shipping container is clearly marked with the Return Authorization Number.
7. Amstat warrants that the Device(s) will meet the specifications described in the Amstat literature relating to that Device(s) but shall not be liable to the Customer for any damages in excess of the fair market value of the Device(s).
8. If the Customer elects to return the Device(s), the Customer agrees to return the Device(s) in the same condition received except for reasonable wear and tear. The Customer assumes all risk of damage and or loss of the Device(s) (not to exceed the fair market value of the Device(s) at the time of damage or loss) from any cause whatsoever.
9. The Customer agrees that the labels attached to the Device(s) will not be removed.
10. The Customer agrees to pay any and all taxes and/or assessments that may be levied against the Device(s) or the use thereof.
11. The Customer acknowledges the receipt from NRD of a copy of the State of New York, Department of Health, Rules and Regulations and the regulations of the U.S. Nuclear Regulatory Commission (N.R.C.) relative to making the Customer a General Licensee for the use of the Device(s) under 10NYCRR Part 16, or equivalent provisions of the regulations of the N.R.C. or other Agreement State, and agrees to conform to and abide by the aforementioned rules and regulations. The Customer further agrees to indemnify, defend and hold harmless Amstat and NRD and its successors and assigns from and against any claim or liability of any kind (including reasonable attorneys' fees) resulting or arising from its breach of or failure to perform its obligations under this or any other provision of this Agreement.
12. This Agreement shall be construed in accordance with the laws of the State of New York and the exclusive venue for the resolution of any disputes arising in connection with this Agreement shall be the federal or state courts located in the County of Erie, State of New York and the parties' consent to the personal jurisdiction of such courts.
13. This Agreement shall be binding upon the heirs, legal representatives, successors, or assign of the parties hereto.