Quotation for NRS Ltd, UK

16th August 2024

Attention: Sion Richards
Nuclear Restoration Services Limited.
Registered Office: Hinton House Birchwood Park Avenue, Risley, Warrington, Cheshire, England, WA3 6GR.

ANSTO contact email: coris360@ansto.gov.au

Reference Number: 20003750

Purchase of CORIS360® Gamma Imaging System

Details	GBP Price
Product quote for NRS Ltd 1 x CORIS360® Radiation Imaging System. Standard System (Version 1.1) includes: - CORIS360® Imager - CORIS360® Radiation Imaging Software - Ruggedised Carry Case - Tripod - Power and accessories cable - Wi-Fi - Battery - Large and small detector - Cylindrical ∅1.5" CLLBC Scintillator with SiPM array - Cube 0.5" CLLBC Scintillator with SiPM array Full Specification outlined below: Standard System excludes a laptop computer. Recommended minimum specifications: - Processor: Intel core i5 6th generation (or equivalent) - Memory: 4GB RAM - Hard Drive: Solid State with 1GB available - Operating System: Windows 7 or later (64 Bit) - Display: 14" screen, 1920 x 1080 resolution - Network Interface: Ethernet (required)	£ 85,000
Freight including insurance	£ 3,772
VAT	£ 17,754
Total	**£106,526**

Note:
- Quotation is DDP
- Quotation is valid until 16/09/2024

Payment Terms
100% upon delivery

Delivery Time
ANSTO can confirm anticipated delivery time is 4-6 weeks from receipt of Purchase Order.

Delivery Location
Trawsfynydd Site, Blaenau Ffestiniog, Gwynedd LL41 4DT, United Kingdom

The Terms and Conditions Sale of CORIS360® are attached to this quotation.

Services/Support
- Warranty Period is 12 months from acceptance of delivery.
- Two half day online training sessions included.
- Services comprise the "Support Services" as described in the attached Terms and Conditions.
- ANSTO will provide the Support Services **free of charge** for the Warranty Period.

Extended Warranty and Technical Support from month 13 to month 24 is **£3,000** (inc. VAT). (This excludes shipping in either direction). Please confirm if this is required and the cost will be added to the final invoice.

Issued by: David Boardman – CTO, ANSTO Detection & Imaging

As an authorised representative of the Customer, I accept this Quotation by ANSTO and agree the Terms and Conditions Sale of CORIS360® that are attached to this quotation.

Signatory: _Clairescott_

Print Name: Claire Scott

Date: 9th September 2024

PRODUCT SPECIFICATION

DIMENSIONS	210mm x 425mm (D x H) | 8.3" x 16.8" (D x H)
WEIGHT	15 kg | 33 lbs
POWER SUPPLY	100 VAC – 240 VAC (47 Hz – 63 Hz) Input
OPERATING TEMPERATURE	5ºC - 40ºC (Ambient) | 40ºF – 104ºF (Ambient)
STORAGE TEMPERATURE	5ºC - 40ºC (Ambient) | 40ºF – 104ºF (Ambient)
DETECTOR TYPE/S	Cylindrical Ø1.5" CLLBC Scintillator with SiPM array Cube 0.5" CLLBC Scintillator with SiPM array
ENERGY RESOLUTION	~4% FWHM @ 662 keV
ENERGY RANGE	40 keV to >3 MeV Gamma and Thermal Neutron Detection
IMAGING REGION OF INTEREST	Peaks and non-peaks
GAMMA FIELD OF VIEW	360º x 90º (H x V)
OPTICAL FIELD OF VIEW	360º x 90º (H x V)
MAX. ANGULAR RESOLUTION	20º ± 1º (for 1.5" Detector)
DOSE RATE RANGE	<0.1 μSv/h – 2 mSv/h (1.5" Detector) <0.1 μSv/h – 40 mSv/h (0.5" Detector)
RADIONUCLIDE IDENTIFICATION	Customisable library of radioisotopes included
START-UP TIME	< 1 minute
COMMUNICATION	Ethernet connected to PC/laptop, Wi-Fi via dongle

1. DEFINITIONS AND INTERPRETATION

ANSTO means Australian Nuclear Science and Technology Organisation ABN 47 956 969 590.

Contract means these Terms and Conditions, the Signed Order Form, and any amendments to any of those documents agreed by us in writing.

Consequential Loss includes any loss, costs, expenses or damages which do not flow naturally from a breach of the Contract without another intervening cause.

Consumer Law means the *Competition and Consumer Act 2010 (Cth).*

Defect means a defect in materials or workmanship, or a failure to operate in accordance with the Specification, when used normally in accordance with the Documentation, but excludes any matters which are excluded under clauses 12(c) or 13.

Delivery Date means the date the Product and Software are delivered to you.

Delivery Location means the location specified as the "Delivery Location" in the Signed Order Form.

Documentation means Specification and the User Manual.

End Date means the date specified as the "End Date" in the Signed Order Form.

Force Majeure means any event or circumstance or combination of events or circumstances:

(a) comprising earthquake, act of God, pandemic or infectious disease outbreak, natural disaster, fire, flood, storm and tempest, explosion and lightning, riots, civil commotion, radiological incident, malicious damage, sabotage act of public enemy, war, revolution, radioactive, biological or chemical contamination, currency restrictions, embargo or a failure of a public utility computer or IT disruption due to the effects of a computer virus or other malicious code introduced other than through the acts or omissions of the party seeking relief, lock-out, act of restraint of government, or any other any event or circumstance to the extent it is beyond the reasonable control of the Party seeking relief; and

(b) which prevents us from performing an obligation under this Contract.

A Force Majeure may include any event or circumstance occurring at the commencement of the Contract.

GST and **GST Law** have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Hosted Server means the server on which the Software is made available for access by us.

Initial Service Term means a term of 12 months from the Delivery Date.

Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, databases, business and domain names, inventions, trade secrets, the right to keep confidential information confidential, and any other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

Licence Terms means the terms and conditions which apply to the use of the Software to a person that obtains is under clause 9(e).

New Release means software provided by us primarily to implement an extension, alteration, improvement or additional functionality to the Software.

Open Source Licence means the open source licence(s) which govern the use of open source software provided under this Contract as set out in Schedule 3.

Purchaser means the legal entity that is specified as the "Purchaser" in the Signed Order Form.

Price means the amount payable for the Product and Software as specified in the Signed Order Form.

Product means ANSTO's radiation imaging system, known as CORIS360®, as further described in the Signed Order Form, excluding the Software.

Services means the services we agree to provide to you for the Product and Software as set out in the Signed Order Form including the Support Services.

Service Charge means the cost, expense, fee and or charge payable for the Services as set out in the Signed Order Form.

Service Level Agreement means the schedule of Support Services made available in connection with the Product provided under this Contract, as set out in Schedule 2.

Signed Order Form means an order or quotation form for the Product signed by both you and us.

Software means the proprietary Software programs (including source code and components) known as CORIS360® Radiation Imaging Software, and any Update or New Release that may be made available by ANSTO in its discretion, provided for use with and/or incorporated in the Product and includes any software identified in the Signed Order Form. The term Software does not include any open source code or Open Source Licence (whether modified or not) that may be made available with the Software.

Specifications means the specifications provided to you with the Signed Order Form.

Start Date means the date described in the Signed Order Form or otherwise, the date the Signed Order Form is signed by the last of you or us to sign it.

Support Services means the maintenance and support services we agree to provide to you as specified in the Service Level Agreement.

Updates means software which has been produced primarily to overcome defects in the Software.

User Manual means the user manual provided to you at or prior to delivery of the Product to you.

Warranty means the warranty set out in clause 12(a).

Warranty Period means the period specified as the warranty period in the Signed Order Form.

Working Days means Monday to Friday in Sydney, not including public holidays.

2. GENERAL

(a) The parties to this Contract are ANSTO ('we', 'us', 'our') and the Purchaser ('you', 'your').

(b) No additional terms or conditions proposed by you at any time apply to the provision of the Product, Software or Documentation unless specifically and expressly agreed to in writing by us.

(c) Except as set out in clause 2(d), no variation of the Contract is legally binding upon either Party unless in writing and signed by both parties.

(d) We may update the Service Level Agreement by notice in writing to you 60 days' in advance, subject to your written approval which will not be unreasonably withheld or delayed. You may cancel the Support Services during that period if you do not want to continue with the Support Services after that time.

3. COMMENCEMENT AND DURATION OF AGREEMENT

Unless otherwise set out in the Signed Order Form, and unless terminated or cancelled earlier in accordance with its terms, the Contract will continue until the End Date or completion of the delivery of the Product and Services (whichever is later).

4. PRICES AND TAXES

4.1 Price payable

(a) You must pay to us the Price and the Service Charges.

(b) Unless otherwise specified in the Signed Order Form, the Price excludes all taxes (including GST), duties and other imposts, and all insurance costs.

(c) Unless otherwise dealt with in the Contract, each Party will be responsible for its own costs and expenses incurred (including all taxes, duties and government charges imposed or levied in Australia or overseas) in connection with the entry into and operation of the Contract and the delivery of the Product and Software.

4.2 Invoices and Payments

(a)   Subject to anything set out in the Signed Order Form, or Service Level Agreement, you must pay us the Price and Service Charges within 30 days of the receipt of a correctly rendered invoice from us.

(b)   Service Charges payable annually for Support Services shall be paid in advance, the first payment to be made on or before the expiry of the Initial Support Term.

(c)   An invoice will be correctly rendered if it:

    (i)   is addressed to you;

    (ii)   identifies the Signed Order Form;

    (iii)   where required by Australian law, is a valid Tax Invoice within the meaning of the GST Act.

(d)   Any claim that Service Charges in an invoice are incorrect must be made within 6 months of the invoice's due date.

(e)   Unless otherwise agreed in writing between you and us, you must pay the amount specified in the invoice by direct debit to the account details notified by us in the invoice.

4.3 Outstanding payments

Any outstanding payment for the Price or Service Charge which is not paid by the date required under the Contract will attract interest at an annual rate equal to 2% over Commonwealth Bank of Australia's Corporate Overdraft Reference Rate (applying from time to time) accruing daily, from their due date under the Contract to their receipt in full by ANSTO, without need for further invoice.

4.4 Taxes

You are liable for, and agree to pay, all taxes and duties, including any GST, consumption tax, value added tax, stamp duty or customs duty, or similar taxes or duties levied in respect of the Contract, Services, Product and/or the Software, unless otherwise dealt with in the Contract.

5.   DELIVERY,TITLE AND USE

(a)   We will use reasonable efforts to make the Product and Software available to you on the date set out in the Signed Order Form.

(b)   The Product is delivered to you when it is delivered by us to, and left at or handed over at, the Delivery Location.

(c)   The Software will be made available for you to access and download from the Hosted Server. The Software will be delivered when you have accessed the Software on the Hosted Server. You must comply with all reasonable directions by us when you access the Hosted Server and you must keep secure and confidential any passwords or log-ins provided by us in order for you to access the Hosted Server.

(d)   You must inspect the Product and Software at the time of delivery to ensure they conform to the requirements of the Signed Order Form. If you believe that the Product or Software does not

meet the requirements of the Signed Order Form, you must give us written notice of the non-conformance within 14 days of delivery.

(e) All risk (including risk of loss or damage) to the Product and the Software passes from us to you on the applicable Delivery Date.

(f) Title in the Product passes to you on our receipt of payment of the Price by you.

(g) Nothing in this Contract is taken to vest or provide title to the Software to you.

(h) You must:

(i) store, assemble, use and maintain the Product and Software in accordance with any Documentation or any instructions provided by us; and

(ii) not use, or re-sell the Product, for any purpose for which the Product was not designed.

6. DOCUMENTATION

(a) We will provide to you the Documentation related to the Product and Software.

(b) We do not assign any right, title or interest in the copyright which subsists in the Documentation. We agree that you may make copies of the Documentation for the purposes of your use of the Product and Software.

(c) We will ensure that the Documentation is:

(i) of a reasonable standard in terms of presentation, accuracy and scope;

(ii) at the time of delivery, current and accurate and consistent with the Specifications; and

(iii) published in English with all key terms, words and symbols adequately defined or

explained.

(d) If the Documentation is revised or replaced for any reason during the Warranty Period, the revisions or replacements will be provided to you within a reasonable period at no additional cost to you.

7. SERVICES

7.1 Support Services

(a) We will provide to you the Services set out in the Signed Order Form.

(b) We will perform the Services, in a diligent and professional manner, and with the necessary skill and care required to perform the Services.

(c) Subject to clause 7.1(d), Support Services provided under this Contract will be provided to you in accordance with the Service Level Agreement and in consideration for the applicable Service Charges.

(d) Support Services will be provided free of charge during the Initial Service Term.

(e) After the expiration of the Initial Service Term, Support Services shall be provided by ANSTO for successive periods of 12 months, unless you provide us written notice that you no longer require Support Services not later than 1 month prior to the expiration of the Initial Service Term or any subsequent period.

7.2 Updates and New Releases

(a) We may from time to time in our discretion issue Updates and New Releases that change, add or delete the functions, features and performance of the Software, and when such Update or New Release is made available on the Hosted Server, the specifications for the Software will be amended accordingly to include them.

(b) You are responsible for downloading Updates and New Releases made available by us and must follow any instructions provided by us when downloading or accessing and using Updates and New Releases.

(c) If so stated in the Service Level Agreement, the Support Services include the availability and/or provision of Updates and New Releases.

(d) Where we issue an Update or New Release:

(i) you must use reasonable efforts to download and install that Update or New Release within 30 days of it being made available; and

(ii) we will only continue to support earlier versions of the Software for a period of 2 years from the date the relevant Update or New Release is made available for download (the "Upgrade Period").

(e) If you have chosen not to download an Update or New Release and instead continue to use an earlier version of the Software prior to us ceasing to support that earlier version as contemplated under clause 7.2(d)(ii), we will notify you and provide you an opportunity to upgrade to the current version of the Software.

(f) You acknowledge and agree that if you have not downloaded the Update or New Release issued by us within the Upgrade Period, we may, by notice in writing to you, cancel the continued provision of the Support Services.

8. INTELLECTUAL PROPERTY

(a) All rights, title and interest in the Intellectual Property in the Product, Documentation and the Software are and shall remain, as between the Parties, the property of ANSTO and you acknowledge that this Contract does not transfer to you ownership of any Intellectual Property subsisting in the Product, Documentation and Software.

(b) You must not seek, or claim, any Intellectual Property rights in the Product, Documentation or Software or any goods delivered through the Services, nor take any steps to invalidate or prejudice ANSTO's Intellectual Property rights in Product, Documentation and Software.

(c) You must not create or permit to exist a security interest over the Software, or any other of ANSTO's Intellectual Property rights.

(d) You must not use, copy, adapt, translate, manufacture or otherwise exercise any Intellectual Property rights in any of ANSTO's patents, trade marks, service marks, logos, industrial designs or copyright materials, without the express written consent of ANSTO, except as expressly set out in clause 9.

9. SOFTWARE RIGHTS

(a) The Software is licensed, not sold, to you by us for use only in accordance with the Contract, including Schedule 1. ANSTO and our licensors retain ownership of the Software itself and reserve all rights not expressly granted to you in this clause 9.

(b) Upon receipt of full and final payment of the Price for the Product under the Signed Order Form, we grant you a limited non-exclusive, non-transferable (subject to clause 9(e)) irrevocable, license to use the Software and Documentation solely in conjunction with the use of the Product only (the **Licence**). You may not distribute or make the Software or Documentation for the Software available over a network. This Licence does not grant you any rights to use our proprietary interfaces or other Intellectual Property in the design, development, manufacture, licensing or distribution of any third party devices and accessories, or third party Software applications, for use with the Product.

(c) You may not, and you agree not to facilitate or enable others to:

(i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or any part thereof (except only to the extent as expressly permitted under Division 4A of the *Copyright Act 1968* (Cth) or equivalent provisions if you are in an other jurisdiction);

(ii) connect the Software to or have the Software accessible from your or a third party network.

(d) You must use reasonable endeavours to prevent the unauthorised use, copying, publication and dissemination of the Software. You must notify us immediately on becoming aware of any unauthorised use or copying of the whole or any part of the Software.

(e) You may not rent, lease, lend, sell, redistribute, or sublicense the Software or Documentation. You may, however, make a one-time permanent assignment of all of your License rights to the Software and Documentation to another party in connection with the transfer of ownership of your Product, provided that: (a) the transfer must include your Product and all of the Software, including all its component parts and the Licence Terms; (b) you do not retain any copies of the Software or Documentation, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the Software reads and agrees to accept the Licence Terms.

(f) To the extent that any open source code may be made available to you at the same time as the Software, or part of the Service, such open source code is provided as a courtesy only and is subject only to the terms of the relevant Open Source Licence.

(g) Any Software and Documentation being licensed under this Contract to U.S. Government end users are only as commercial items with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

10. TRADE MARK

You agree not to remove, obscure, or alter any trade marks, business names or indicia, proprietary notices (including trade mark and copyright notices) that may be affixed to or contained within the Software, Product or Documentation.

11. COMPLIANCE

(a) You agree to use the Product, Software and the Services in compliance with all applicable laws, including local laws of the country or region in which you reside.

(b) You represent and warrant that as at date of collection of the Product by you at the Delivery Location you hold all necessary licences, certifications, approvals or visas necessary to collect the Product.

(c) You may not, and you agree not to facilitate or enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Product or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law.

12. WARRANTY

(a) We represent and warrant that as at Delivery Date, and for the Warranty Period:

(i) the Product is free from any security interest or other encumbrance;

(ii) the Software and Product will be free from Defects and will perform in accordance with the Specifications;

(iii) the Product will comply with applicable Australian standards,

except for the exclusions set out in this clause 12 or 13.

(b) If you are a "consumer" under the Consumer Law in respect of the Product, Software or Service then:

(i) The benefits we provide under this clause 12 are in addition to any other rights or remedies you may have in respect of such applicable Product, Software or Services under the Consumer Law.

(ii)   The applicable Product, Software and Services come with guarantees that cannot be excluded under the Consumer Law. For major failures with the service, you are entitled:

(A)   to cancel your Contract with us; and

(B)   to a refund for the unused portion, or to compensation for its reduced value.

(iii)   You are also entitled to choose a refund or replacement for major failures with the applicable Product or Software. If a failure with the applicable Product, Software or a Service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Product or Software and to cancel the Contract for the Service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the Product, Software or Service.

(c)   SUBJECT TO CLAUSE 12(b), TO THE EXTENT PERMITTED BY LAW:

(i)   THE WARRANTY AND THE REMEDIES IN THIS CLAUSE 12 ARE EXCLUSIVE AND ALL OTHER CONDITIONS, WARRANTIES, UNDERTAKINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE GENERAL LAW OR OTHERWISE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

(ii)   WE DISCLAIM AND EXCLUDE ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

(iii)   THE WARRANTY DOES NOT APPLY:

(A)   TO CONSUMABLE PARTS, SUCH AS BATTERIES, UNLESS FAILURE HAS OCCURRED DUE TO A DEFECT IN MATERIALS OR WORKMANSHIP;

(B)   TO COSMETIC DAMAGE, INCLUDING BUT NOT LIMITED TO SCRATCHES, DENTS AND MARKINGS UNLESS FAILURE HAS OCCURRED DUE TO A DEFECT IN MATERIALS OR WORKMANSHIP;

(C)   TO DAMAGE CAUSED BY USE OF A THIRD PARTY COMPONENT OR PRODUCT;

(D)   IF THE PRODUCT OR SOFTWARE HAS BEEN MODIFIED TO ALTER FUNCTIONALITY OR CAPABILITY WITHOUT OUR WRITTEN PERMISSION OF ANSTO;

(E)   TO DAMAGE CAUSED BY:

(I)   NORMAL WEAR AND TEAR OR OTHERWISE DUE TO THE NORMAL AGING OF THE PRODUCT;

(II)   SERVICE, REPAIRS, MAINTENANCE, OR MODIFICATIONS MADE BY ANYONE OTHER THAN ANSTO, WITHOUT OUR SUPERVISION AND/OR APPROVAL;

(III)   RELOCATION AND REINSTALLATION OF PRODUCT, ALTHOUGH UPON REQUEST ANSTO WILL SUPERVISE THE REMOVING, CRATING, RELOCATION AND REINSTALLATION OF PRODUCT AT ANSTO'S CURRENT SERVICE RATE;

(IV)   ACCIDENT, ABUSE, MISUSE, FIRE, LIQUID CONTACT, WEATHER DAMAGE, SPRINKLER DAMAGE, ELECTRICAL SURGE OR ABNORMAL POWER VARIATION OR OTHER EXTERNAL CAUSE;

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(V) USE, HANDLING OR STORAGE OF THE PRODUCT OTHER THAN IN ACCORDANCE WITH THE DOCUMENTATION;

(F) IF, IN RELATION TO THE SOFTWARE:

(I) YOU HAVE NOT DOWNLOADED OR INSTALLED UPDATES AND NEW RELEASES MADE AVAILABLE UNDER CLAUSE 7.2(d)(i);

(II) YOU HAVE CONNECTED THE SOFTWARE TO, OR ENABLED IT TO BE ACCESS FROM OR THROUGH, ANY OF YOUR OR A THIRD PARTY NETWORK.

(G) IF ANY SERIAL NUMBER HAS BEEN REMOVED OR DEFACED FROM THE PRODUCT; OR

(H) IF WE RECEIVE INFORMATION FROM RELEVANT PUBLIC AUTHORITIES THAT THE PRODUCT HAS BEEN STOLEN.

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(d) IN SO FAR AS OTHER STATUTORY RIGHTS APPLY TO YOU WHICH CANNOT BE EXCLUDED OR LIMITED, TO THE EXTENT PERMITTED BY LAW, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THE WARRANTY PERIOD AND, AT OUR OPTION:

(i) IN RESPECT OF GOODS SUPPLIED TO YOU UNDER THIS CONTRACT:

(A) REPAIR OF THE PRODUCT OR SOFTWARE; OR

(B) REPLACEMENT OF THE PRODUCT OR SOFTWARE,

(ii) IN RESPECT OF SERVICES SUPPLIED TO YOU UNDER THIS CONTRACT, SUPPLYING THE SERVICES AGAIN.

(e) The Services that are provided to remedy any defect in the Product or Software are provided by Australian Nuclear Science and Technology Organisation (ABN 47 956 969 590) of New Illawarra Road, Lucas Heights, NSW 2234, telephone number +61 9717 3311, email address coris360support@ansto.gov.au.

(f) In order to make a claim under the Warranty, you must contact ANSTO's support desk at coris360support@ansto.gov.au.

(g) The Warranty is subject to you:

(i) responding to questions and providing information to us, which are designed to assist with diagnosing potential issues;

(ii) following our reasonable procedures for notifying of the breach of Warranty.

(h) Subject to and without limiting any other rights in this clause 12, if during the Warranty Period you submit a claim to us under this clause 12 in relation to the Warranty, we will, at our option:

(i) repair the Product or Software using new or previously used parts that are equivalent to new in performance and reliability;

(ii) replace the Product or Software, or any parts or components, with the same model (or with your consent a Product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability; or

(iii) exchange the Product or Software for a refund of the Price.

(i) In accordance with Regulation 91 of the Australian Consumer Law, we give you notice that if we repair goods that are capable of retaining user-generated data, then we provide you notice that the repair of the goods may result in loss of the data.

13. EXCLUSION OF WARRANTIES

(a) TO THE EXTENT PERMITTED BY LAW:

(b) WE DO NOT WARRANT OR REPRESENT THAT:

(i) THE OPERATION OF THE PRODUCT OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

(ii) THE SOFTWARE IR FREE FROM VIRUS OR CYBER-SECURITY RISKS OR VULNERABILITIES.

WE ARE NOT RESPONSIBLE FOR DAMAGE ARISING FROM FAILURE TO FOLLOW INSTRUCTIONS IN THE DOCUMENTATION RELATING TO THE USE OF THE PRODUCT AND SOFTWARE.

(iii) WE DO NOT WARRANT OR REPRESENT THAT THE PRODUCT AND SOFTWARE SUPPLIED TO YOU IS, OR WILL BE AT ANY TIME, FIT OR SUITABLE FOR ANY PARTICULAR PURPOSE OR USE.

(iv) WE DO NOT WARRANT OR REPRESENT THAT ANY TANGIBLE OR INTANGIBLE MATERIAL PRODUCED OR OUTPUT GENERATED THROUGH YOUR USE OF THE PRODUCT WILL BE SUITABLE OR FIT FOR ANY PARTICULAR PURPOSE OR USE.

(v) YOU ACCEPT ALL LIABILITY AND RESPONSIBILITY IN RELATION TO THE QUALITY, SAFETY, USEABILITY, AND PERFORMANCE OF ANY OUTPUT OR RESULTS IN CONNECTION WITH ITS USE OF THE PRODUCT AND SOFTWARE

(vi) YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE PRODUCT AND SOFTWARE COMPLIES WITH ALL RELEVANT LAWS AND IS USED ONLY FOR LAWFUL PRACTICES.

(vii) WE DO NOT WARRANT THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY THIRD PARTY SOFTWARE, HARDWARE, SOFTWARE OR DATA NOT SUPPLIED BY US.

14. LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW YOU ACKNOWLEDGE AND AGREE THAT YOU DO NOT RELY ON ANY REPRESENTATION BY US AS TO, AND ANSTO HAS NO LIABILITY IN RELATION TO:

(i) THE MANNER IN WHICH THE PRODUCT MAY OPERATE, THE RESULTS THAT CAN BE RECEIVED FROM THE PRODUCT OR ITS FITNESS FOR PURPOSE FOR ANY SPECIFIC PURPOSE, EXCEPT TO THE EXTENT OF THE WARRANTY; OR

(ii) ANY MATTER WHICH IS SET OUT IN CLAUSE 13,

(THE **RELEASED MATTERS**).

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(i) YOU RELEASE US FROM ANY CLAIM, CAUSE OF ACTION, PROCEEDING, LIABILITY, SUIT OR DEMAND ("CLAIM") WHICH YOU MAY HAVE AGAINST US IN RESPECT OF THE RELEASED MATTERS; AND

(ii) YOU UNDERTAKE THAT YOU WILL NOT MAKE ANY CLAIM AGAINST ANY US IN RELATION TO THE RELEASED MATTERS.

(c) TO THE EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES IS ANSTO LIABLE UNDER OR IN CONNECTION WITH THE CONTRACT, SOFTWARE, PRODUCT, DOCUMENTATION OR SERVICES, TO COMPENSATE YOU FOR:

(i) PERSONAL INJURY;

(ii) DAMAGE TO PROPERTY;

(iii) ANY LOST REVENUE, LOST OPPORTUNITY, INCREASED COSTS OR EXPENSES, LOST PROFITS OR LOST BUSINESS;

(iv) LOSS OF DATA;

(v) ANY SPECIAL LOSS OR DAMAGE;

(vi) ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE.

(d) TO THE EXTENT PERMITTED BY LAW, OUR LIABILITY UNDER OR IN CONNECTION WITH THE CONTRACT, SOFTWARE, PRODUCT, SERVICES OR DOCUMENTATION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) IS LIMITED TO THE PRICE.

15. YOUR LIABILITY TO US

(a) YOU SHALL BE LIABLE FOR ANY LOSS OR DAMAGE WE SUFFER ARISING FROM:

(i) YOUR USE (OR ATTEMPTED USE) OF THE PRODUCT OR SOFTWARE; AND

(ii) THE USE (OR ATTEMPTED USE) OF THE PRODUCT OR SOFTWARE OF ANY PERSON WHO HAS OBTAINED THE PRODUCT OR SOFTWARE FROM YOU OR IS USING IT FOR OR ON BEHALF OF YOU OR TO PROVIDE SERVICES TO YOU.

(b) YOU SHALL BE LIABLE FOR ANY EXPENSES, COSTS, DAMAGES INCURRED BY US (INCLUDING LEGAL COSTS) ARISING FROM YOUR BREACH OF CLAUSE 8, 9 OR 11.

16. ACCESS

If we need access to your premises to provide the Services:

(a) you agree to provide us safe access to your premises;

(b) if you do not own your premises, you have to get the owner's permission for us to access the premises and you promise to us that you have got that permission;

(c) you shall be liable for any claim any owner of your premises makes against us relating to our entering your premises; and

(d) we agree to comply with any reasonable policies you provide to us regarding conduct of our personnel whilst accessing your premises to provide the Services.

17. EXPORT CONTROL

You acknowledge that export control laws may apply to the transfer, delivery or dissemination of the Product, Software or Documentation.

18. DISPUTES

(a) If a dispute arises out of or in relation to the Contract (including any dispute as to breach or termination of the Contract or as to any Claim in tort, in equity or pursuant to any statute) (a Dispute), you must not commence any court or arbitration proceedings relating to the Dispute unless you have:

(i) complied with this clause 18; and

(ii) the Dispute has not been resolved within 90 days after the receipt of the Dispute Notice under clause 18(b),

except if you seek urgent (or interlocutory) relief by way of injunction or temporary restraining order.

(b) If you claim that a Dispute has arisen in relation to the Contract you shall give us written notice specifying the nature of the Dispute (Dispute Notice).

(c) If the Dispute has not been resolved within 30 days after the receipt of a Dispute Notice, the both you must ensure and we will also ensure that a representative with authority to resolve the Dispute shall meet in person, by telephone or videoconference to endeavour to resolve the Dispute expeditiously by negotiation.

(d) If the Dispute has not been resolved within 45 days after the receipt of a Dispute Notice, then you shall refer the Dispute to mediation. Any mediation under this clause 18 shall comply with the following:

(i)   The President of the Law Society or Client (or equivalent) in New South Wales will appoint the mediator.

(ii)   The mediation shall be conducted in accordance with the Australian National Mediation Accreditation Practice Standards.

(iii)   The mediation shall be conducted in Sydney, Australia.

(iv)   The mediation shall be attended by an executive from you and us with sufficient authority to resolve the Dispute.

(v)   The costs of the mediation will be born equally by you and us.

19.   TERMINATION AND SUSPENSION

19.1   Termination by Us

(a)   We may immediately terminate the Contract by giving you written notice if, subject to clause 19.1(b), you breach any provision of the Contract.

(b)   Prior to terminating the Contract under clause 19.1, we will first give you a notice you to remedy the default and we will provide you with fourteen (14) days from the date of the notice to do so.

(c)   We can suspend or terminate the Contract if:

    (i)   we cannot deliver the Product or Services in the timeframe required by the Contract;

    (ii)   the law allows or requires us to;

    (iii)   performing any of the obligations under the Contract by us may be in breach of any law;

    (iv)   you become bankrupt or insolvent or appear likely to do so; or

    (v)   an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of Services by us within 3 business days of our request that they do so.

(d)   Any termination of the Contract will not prejudice, limit or restrict any other rights or remedies either party may have arising to such termination.

(e)   The following clauses survive the termination or expiry of the Contract: 8, 9, 10, 11, 12 (excluding clause12(a))13, 14, 15, 18, 19, and 21.

19.2   Cancelling or suspending the Service

You can cancel the Contract at any time by telling us in writing at least 30 days beforehand. However:

(a)   if you cancel the Contract before the delivery of the Product, we may retain any deposit or

advance payment paid by you;

(b)   if you cancel the Contract after delivery of the Product, and prior to the payment of the Price, you must continue to pay the Price;

(c)   if you cancel the Services, we may retain any advance payment paid by you for the Services Charges except Service Charges for Support Services you cancel under clause 2(d); and

(d)   if you cancel the Support Services under clause 2(d) we will refund you any advance payment of Service Charges paid by you for such Support Services on a pro rata basis (based on the amount of the 12 month period remaining).

This clause 19.2 does not apply if you cancel the Contract because of our breach of this Contract.

19.3   Force Majeure

(a)   If we are affected, or likely to be affected by, a Force Majeure:

    (i)   we will provide written notice of such Force Majeure, including to the extent possible details of such Force Majeure, an estimate of its likely duration, and the obligations affected by it (the 'Force Majeure Details');

(ii)   our obligations under the Contract are suspended to the extent to which they are affected by the relevant Force Majeure as long as the Force Majeure continues; and

(iii)   we are not liable for damages, losses or liabilities caused by delay or failure to perform its obligations under the Contract to the extent they are caused by a Force Majeure.

(b)   If we will be or have been unable to fulfil our obligations under the Contract for longer than sixty (60) days due to a Force Majeure:

(i)   you may terminate the Contract by giving us not less than seven days' further notice; and

(ii)   we may terminate the Contract under clause 19.1(a).

20.   NOTICES

(a)   A notice under this Contract is to be delivered by hand, sent by pre-paid post, or email care of the relevant name and address set out in the Signed Order Form.

(b)   A notice will be deemed to be received:

(i)   if delivered by hand, upon delivery;

(ii)   if sent by pre-paid ordinary post within Australia, upon the expiration of three (3) Working Days after the date on which it was sent;

(iii)   if sent by pre-paid ordinary post outside Australia, upon the date it is received by the receiving party; or

(iv)   if sent by email, upon the first to occur of:

(A)   receipt by the sender of the email of an acknowledgement from the intended recipient's information system showing that the notice has been delivered to the email address of that recipient;

(B)   the time that the notice enters an information system which is under the control of the intended recipient; and

(C)   the time that the notice is first opened or read by an employee or officer of the intended recipient.

21.   GENERAL

21.1   Governing Law

(a)   This Contract will be governed by and construed in accordance with the laws of the State of New South Wales.

(b)   The Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(c)   If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Contract shall continue in full force and effect.

21.2   Assignment

(a)   We can assign, novate or transfer our rights, benefits, obligations and/or liabilities under the Contract to another person (Incoming Party) provided that:

i.   the Incoming Party will assume those rights, benefits, obligations and/or liabilities;

ii.   your rights and the Services provided to you will not be prejudiced as a result of the assignment, novation or transfer;

iii.   we have given you 30 days' prior notice of any such novation, assignment or transfer, and

iv.   subject to your written approval which will not be unreasonably withheld or delayed.

(b)   You must accept performance by the Incoming Party in place of performance by us.

(c)   You may only assign your rights under the Contract with our prior written consent, except to the extent provided for under clause 9(e).

21.3   Entire agreement

The Contract constitutes the entire agreement between you and us in relation to the Product, Services and Software.

21.4   Interpretation

(a)   In interpreting the Contract headings are for convenience only, and do not affect interpretation. A singular word includes the plural, and vice versa. If a word is defined, another part of speech has a corresponding meaning.

(b)   A reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it. A reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated and a Party to the Contract includes a permitted substitute or a permitted assign of that Party; and anything (including a right, obligation or concept) includes each part of it.

(c)   If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(d)   A rule of construction does not apply to the disadvantage of ANSTO because ANSTO was responsible for the preparation of the Contract or any part of it.

21.5   Waiver

A right may only be waived in writing, signed by the Party giving the waiver, and:

(a)   no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right; and

(b)   a waiver of a right on one or more occasions, or the exercise of a right, does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again and not prevent any further exercise of that right or of any other right.

BY USING THE CORIS360®, YOU ARE AGREEING TO BE BOUND BY THE FOLLOWING SOFTWARE LICENCE AGREEMENT (THE "LICENCE").

1.   DEFINITIONS AND INTERPRETATION

Product means the CORIS360® radiation imaging system.

Software means the software programs (including source code and components) provided for use with and/or incorporated in the Product, excluding any open source software.

2.   GENERAL

(a)   The parties to this Licence are ANSTO ('we', 'us', 'our') and the Purchaser ('you', 'your').

(b)   No additional terms or conditions proposed by you at any time, apply to the Software or unless specifically agreed to in writing by us.

3.   SOFTWARE RIGHTS

(a)   ANSTO and our licensors retain ownership of the Software itself and reserve all rights not expressly granted to you under this Licence.

(b)   Subject this Licence, you are granted a limited non-exclusive license to use the Software solely in conjunction with the Product.

(c)   You may not distribute or make the Software available over a network.

(d)   This License does not grant you any rights to use our proprietary interfaces or other intellectual property in the design, development, manufacture, licensing or distribution of any third party devices and accessories, or third party Software applications, for use with the Product.

(e)   You may not, and you agree not to facilitate or enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or by licensing terms governing use of open-source components that may be included with the Software).

(f)   You must use reasonable care and protection to prevent the unauthorised use, copying, publication and dissemination of the Software.

(g)   You may not rent, lease, lend, sell, redistribute, or sublicense the Software.

(h)   You may make a one-time permanent assignment of all of your License rights to the Software to another party in connection with the transfer of ownership of your Product, provided that: (a) the transfer must include your Product and all of the Software, including but not limited to all its component parts and this Licence; (b) you do not retain any copies of the Software, full or partial, including but not limited to copies stored on a computer or other storage device; and (c) the party receiving the Software reads and agrees to accept this Licence.

4.   COMPLIANCE

You must use the Software in compliance with all applicable laws.

5.   DISCLAIMER OF WARRANTIES

(a)   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(i)   THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

(ii)   ALL CONDITIONS, WARRANTIES, UNDERTAKINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE GENERAL LAW OR OTHERWISE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

(iii)   WE DISCLAIM AND EXCLUDE ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

(iv)   ANSTO HAS NO LIABILITY TO YOU AND IS RELEASED FROM ANY AND ALL LIABILITY TO

**Schedule 1
Licence**

(A) WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) IN RELATION TO THE SOFTWARE;

(B) INCLUDING BUT NOT LIMITED TO LIABILITY FOR:

(I) PERSONAL INJURY OR DEATH;

(II) DAMAGE TO PROPERTY;

(III) ANY LOST REVENUE, LOST OPPORTUNITY, INCREASED COSTS OR EXPENSES, LOST PROFITS OR LOST BUSINESS;

(IV) LOSS OF DATA;

(V) ANY SPECIAL LOSS OR DAMAGE;

(VI) ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE.

6. GENERAL

6.1 Termination

(a) This License is effective until terminated.

(b) Your rights under this License will terminate automatically or otherwise cease to be effective without notice from ANSTO if you fail to comply with any term(s) of this License.

(c) Upon the termination of this License, you shall cease all use of Software. All clauses of this Licence, other than clause 3(b), survive termination.

6.2 Governing Law

(a) This Licence will be governed by and construed in accordance with the laws of the State of New South Wales.

(b) The Licence shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(c) If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Licence shall continue in full force and effect.

6.3 Assignment

We can assign, novate or transfer our rights, benefits, obligations and/or liabilities under the Licence to another person.

6.4 Entire agreement

This Licence constitutes the entire agreement of the Parties in relation to the Software.

6.5 Interpretation

(a) In interpreting the Licence headings are for convenience only, and do not affect interpretation. A singular word includes the plural, and vice versa. If a word is defined, another part of speech has a corresponding meaning.

(b) A reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it. A reference to a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated and a Party to the Licence includes a permitted substitute or a permitted assign of that Party; and anything (including a right, obligation or concept) includes each part of it.

(c) A rule of construction does not apply to the disadvantage of ANSTO because ANSTO was responsible for the preparation of the Licence or any part of it.

6.6 Waiver

A right may only be waived in writing by ANSTO when signed by ANSTO giving the waiver, and:

(a) no other conduct of ANSTO (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right; and

(b)   a waiver of a right on one or more occasions, or the exercise of a right, does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again and not prevent any further exercise of that right or of any other right.

Service Level Agreement provides a mutual understanding of the Support Service level expectations of the Parties and defines a benchmark for measuring the performance of the Support Services provided to support and sustain the Product. Support Services will be provided to you only during the Warranty Period unless further agreed in the Signed Order Form.
We may update this Service Level Agreement by notice in writing to you or by publication of the update on the website - www.coris360.com

Support	A comprehensive User Manual is provided with the Product. Further support is provided including: • First line telephone/emails support • Answering 'how to' questions • Triaging issues • Transferring queries relating to defects in hardware or software or other technical issues to Senior Support technician. If the nature of the query requires support from a Senior Support technician, then further information on the nature of the support will be provided at that time. ANSTO will use best endeavour to respond to queries within 2 working days and will best endeavours to resolve issues (other than defects) within 5 working days. The provision of support by ANSTO will be subject to the user being able to be in possession of the Product at the time of call, and the user following the directions provided by ANSTO in attempting to resolve the issue.
Contact details	Telephone +61 2 9717 3311 Email coris360support@ansto.gov.au
Support Hours	Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday (Sydney, Australia) Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service. Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday (Sydney, Australia) Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day. Best efforts will be made to provide phone support (where required) in the time zone of customer.
Updates and New Releases	Included

Software	Licence
GPSR	GPLv2
Qt	LGPL
XIA Handel	BSD
curl	Apache 2.0
libzip	BSD
Linux Ubuntu	raspberrypi
gpiod	MIT Licence
raspistill	ubuntu
protobuf	
postgres	
cgicc	LGPL
apache2	Apache 2.0
lusb	LGPL 2.1
obdc	
Otlv4	Open BSD
pthread	LGPL
crypto	Apache 2.0
Panatools	GPLv2