1. DEFINITIONS
(a) “Company” means Smiths Detection Inc., 2202 Lakeside Boulevard, Edgewood, MD 21040, USA.
(b) “Equipment” means all components, spare parts, goods, equipment, or materials of any kind, which are supplied by Smiths under this Order.
(c) “liability whatsoever” shall include, without prejudice to the generality of the expression, liability in tort and in contract, including liability for consequential loss (including loss of revenue or profit) or damage of any kind however caused or arising.
(d) “ICC Incoterms” means the International Chamber of Commerce’s Incoterms as published from time to time and “Ex Works” and “FCA” shall have the meanings given them by ICC Incoterms from time to time save where such meanings are inconsistent with the terms hereof.
(e) “Losses” means losses, claims, causes of action, suits, damages, liabilities, expenses (including, without limitation, legal costs and expenses of litigation) or other obligations.
(f) “Operator” means the operator or user of Equipment.
(g) “One set” means one complete set, including installation and training, between the Company and the Purchaser (individually “Party” and collectively “the Parties”) for the sale and purchase of the Equipment/Services, referencing the Terms and Conditions of Sale herein and any other contemporaneous writing, signed by both parties.
(h) “Purchaser” means the company, firm or individual who has bought, or agreed to buy, the Equipment and/or Services.
(i) “Purchaser Delays” means any delay by Purchaser in performing any contractual obligations or any other circumstances for which Purchaser is responsible, including, without limitation, delays to attend testing (if required), take delivery, arrange shipment or import licences, or be available for installation and training.
(j) “Quotation” means the quotation addressed to the Purchaser by the Company.
(k) “Services” means all services, including installation and maintenance installation, and operator training where applicable, provided under the Order.

2. GENERAL
(a) The Quotation does not constitute an offer to supply any Equipment or Services and no contract exists unless and until there has been an approval by the Company in writing of the Order.
(b) The acceptance of the Order whether or not based on a Quotation from the Company shall, unless otherwise specifically agreed by the Company in writing, be deemed to be subject to the terms and conditions herein contained which shall apply to the exclusion of any other provisions contained in any other document issued by the Purchaser at any time before or after this contract and, in particular, but without prejudice to the generality of the foregoing, contained in any order by the Purchaser.
(c) Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company’s handbooks, manuals, catalogues, brochures, price lists and other published matter are approximate only and none of these form part of any contract or gives rise to any independent or collateral liability upon the part of the Company being intended merely to present a general idea of the Equipment as described therein.
(d) The performance figures in respect of the Equipment included in the Company’s specifications, product brochures and other published matter are indicative only and based on results obtained by the Company representative testing. The Company accordingly represents only that the Equipment met or demonstrated those performance standards or characteristics which are specifically attached thereto in such specifications made available by the Company to the Purchaser and the Company gives no warranty that the Equipment will be suitable for any particular use to which the Purchaser may put them or how they will perform in any application other than the Specification.
(e) The Purchaser shall ensure that any of its employees, agents or representatives or other person to whom the Purchaser shall provide the Equipment shall receive a copy of any operator manual in respect of the Equipment which is available from the Company.

3. PRICE
(a) The price of the Equipment is current as of the date of the Quotation and valid for a period of 90 days thereafter, unless stated to the contrary by the Company in writing.
(b) The Equipment shall be those specified in the Order as confirmed by the Company’s acceptance in writing and the Company reserves the right to make alterations to the Equipment or request any modification to the Equipment.
(c) Unless otherwise agreed in writing the price for the Equipment in respect of: (i) contracts for delivery within the United States is Ex Works Company’s Designated Facility (Incoterms 2010) including the cost of basic packaging but excluding freight, insurance, delivery charges, unloading, VAT and all applicable taxes and duties the cost of which shall be determined by the date of the invoice and shall be payable by the Purchaser; and (ii) contracts for delivery outside the United States is FCA Company’s Designated Facility (Incoterms 2010) and includes the cost of basic packaging.
(d) The cost of any special packaging shall be determined at the date of invoice and shall be payable by the Purchaser.
(e) The Purchaser shall not be entitled to make any deduction from the price of the Equipment in respect of any set-off or counter-claim unless both the validity and the amount thereof have been expressly admitted by the Company in writing.

4. PAYMENT
(a) The Purchaser shall, except where other payment arrangements are specifically agreed in writing, make full payment in US Dollars for the Equipment not later than 30 days after the date of the invoice and shall be payable by the Purchaser.
(b) Any failure to pay the price or any part thereof and other moneys payable by the Purchaser hereunder when due will also entitle the Company to refuse any further consignment of Equipment on account whether thereto or, if earlier, on the date when a receiver of the Purchaser’s undertaking is appointed or upon which any act is done or event occurs which is related to the insolvency of the Purchaser. The Equipment is not made nor delivered until the Company may charge interest thereon at the rate of one and a half per cent (1.5%) per month or the maximum rate allowable by law. Time of payment shall be of the essence.
(c) Without prejudice to any rights of the Company hereunder, the Purchaser agrees that the Company shall be entitled to charge interest on any sum of money which is related to the insolvency of the Purchaser. If payment for the Equipment is not made when due the Company may charge interest thereon at the rate of one and a half per cent (1.5%) per month or the maximum rate allowable by law. Time of payment shall be of the essence.

5. RISK & INSURANCE
(a) The Equipment shall be at the Purchaser’s risk as provided under ICC Incoterms. Any Purchaser Delays shall result in immediate transfer of risk of loss to the Purchaser and Purchaser shall be responsible for the procurement of insurance, if so desired, on the Equipment.
(b) The Company shall have no liability for damage of the Equipment unless caused by the Company or if there is any other Purchaser Delay, the Company agrees that the Equipment is a secured creditor of the Purchaser and has all the rights of a secured creditor. Such security interests granted herein may otherwise be subordinated by the Purchaser.

6. DELIVERY
(a) Unless otherwise agreed in writing: (i) all shipments of Equipment made by Smiths shall be Ex-Works Company’s Designated Facility (INCOTERMS 2010); (ii) notwithstanding the foregoing, all shipments exported outside of the United States shall be FCA Company’s Designated Facility (INCOTERMS 2010).
(b) Unless otherwise stated in writing any time or date for the delivery shall be determined at the date on which acceptance of the Order is communicated to the Purchaser.
(c) Delivery and the Purchaser’s acceptance of the Equipment shall be deemed to have taken place at the earliest point in time at which risk passes to the Purchaser under the ICC Incoterms. Signature of any delivery note by any agent, employee or representative of the Purchaser or by the Purchaser’s nominated driver shall be conclusive proof of the delivery and the Purchaser’s acceptance of the Equipment. Notwithstanding such delivery, the Company shall have a general and particular lien over all goods of the Purchaser for all claims by the Company against the Purchaser and all monies owing by the Purchaser to the Company howsoever arising.
(d) Without prejudice to any rights of the Company hereunder, if the Purchaser shall fail to give on or before the agreed date of delivery all instructions reasonably required for the Company and including: documents, licences, consents and authorities (which the Purchaser is obliged under these terms and conditions or by law to obtain) for forwarding the Equipment or if there is any other Purchaser Delay, the Purchaser shall pay to the Company all storage and insurance costs and any other out of pocket expenses incurred arising from such delay.
8. LIMITATION OF LIABILITY

(a) The Purchaser is relying on its own skill and judgement in relation to the Equipment supplied under this contract and the Company accepts no liability whatsoever for any knowledge or its employees, agents or representatives may possess as to the purpose for which the Equipment are supplied.

(b) The Purchaser acknowledges and agrees that:

(i) The Equipment is intended to be used as security screening equipment, in order assist in the detection of illegal and/or hazardous materials;

(ii) The degree of success with which the Equipment will fulfill their intended use is dependent on numerous factors, including without limitation the sophistication of efforts to conceal illegal and/or hazardous materials, the chemical identity and quantity of such materials, the skill, diligence and qualifications of the Operator (where applicable) and environmental conditions; and

(iii) No security screening equipment is capable of detecting every threat, and neither the Purchaser nor the Operator has any expectation that the Equipment is capable of detecting, or that they will detect, all illegal and/or hazardous materials (this being the case whether the Equipment are operated with or without Operator supervision, and regardless of the degree of diligence with which services of the Company, if any, are or have been performed).

(c) The Company makes no guaranty or warranty as to the results that will be achieved through the use of the Equipment and it is agreed that the sole responsibility for such results shall be borne by Purchaser.

(d) The remedies provided in Clause 7 above shall be the Purchaser’s sole remedy under the Warranty and all further remedies are hereby expressly excluded.

(e) Neither the Company nor any of its affiliates shall be under any liability whatsoever to the Purchaser for indirect or consequential losses (including, but without limitation, loss of profit, loss of revenue, loss of goodwill, special, consequential, incidental, exemplary or other damages, including damages resulting from substitute procurement, in order assist in the detection of illegal and/or hazardous materials; and any such damages and whether or not arising out of any liability of the Purchaser to any other person) and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with the provisions of this Section, are hereby expressly excluded.

(f) The aggregate liability of the Company and its affiliates taken together in respect of the direct consequences and, in the event that the Company is not the Provider of the Equipment set forth in any such indemnity set forth in this Section are hereby expressly excluded.

(g) All, if any, statements, recommendations and advice given by the Company or the Company’s servants or agents to the Purchaser or its servants or agents as to any matter relating to the Equipment are given without responsibility and shall not give rise to any liability whatsoever on the part of the Company and the Purchaser hereby represents and warrants to the Company that no representation has been made to it by or on behalf of the Company that has in any way induced the Purchaser to enter into the contract in respect of which this warranty is given.

(h) Should these Conditions apply to a consumer transaction the Purchaser’s statutory rights shall not be affected by this Section 8.

9. INDEMNITY

To the fullest extent permitted by applicable law, the Purchaser shall defend, indemnify, and hold harmless the Company and its affiliates from and against any and all Losses and threatened Losses to the extent they result from or in connection with the purchase, use and/or operation of the Equipment by Purchaser or its Operators or in connection with the Company’s business operations including but not limited to any of the following: (i) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property.
any action taken by or on behalf of Purchaser and/or Operator in the performance of this Agreement that causes the Company or its affiliates to be obligated to indemnify, defend, and/or hold harmless any third party; (ii) any claim, demand, charge, action, cause of action, or other proceeding resulting from or out of or in connection with the sale, purchase, installation, use, possession, operation, or maintenance of the Equipment, any accessories provided by Company, information, services, or documentation provided to Purchaser by Company or its affiliates, or any other contract or agreement between Purchaser and Company or its affiliates, in circumstances where the Losses claimed are alleged to have resulted from (i) willful misconduct or gross negligence of the Company and/or its affiliates and/or (ii) any fraud or fraudulent conduct on the part of the Supplier the Company and/or its affiliates, or (iii) any other liability that cannot be excluded by law, and where (in each case) such fault on the part of the Company and/or its affiliates or liability is adjudicated to be the cause of the Losses.

10. COMPLIANCE WITH APPLICABLE LAW

The Purchaser shall comply with all applicable laws, treaties, regulations and codes of practice including, without limitation, the laws of the United States, and shall be solely liable for obtaining and maintaining all licenses, permits, or approvals that may be required for the purchase and operation of the Equipment.

11. EXPORT AND IMPORT CONTROLS

(a) In the case of export contracts, all import duties, charges and assessments shall be paid by the Purchaser and the obtaining of any necessary import licences in respect of the Equipment shall be the sole responsibility of the Purchaser and the Company shall be under no liability whatsoever to the Purchaser in respect of goods exported without the necessary import licences. The number and expiry date of any import licence shall be furnished to the Company with the shipping instructions at least one month prior to the delivery date. If the import licence expires before the Equipment has been made available the Purchaser shall be responsible for its renewal. The Company shall not be liable for any expense or loss caused by a Purchaser Delay in obtaining such licence or the renewal thereof.

(b) When the export of the goods from the United States is subject to control, the contract will be conditional on the grant of an export licence. Applications for this licence will be made by the Company only when the Company is responsible for shipment. In all other cases the Company may assist the Purchaser in the procurement of such licence, but without being under any legal liability to do so.

(c) The sale, resale or other disposition of the Equipment and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. The Purchaser shall comply with such laws, regulations and orders and shall not permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Equipment or any technology to any foreign person without complying with the applicable laws. To the fullest extent permitted by applicable law, the Purchaser shall defend, indemnify, and hold harmless the Company and its affiliates from and against any and all Losses and threatened Losses to the extent they result from a breach of this Section 11.

12. INTELLECTUAL PROPERTY RIGHTS

In the event of any claim being made or action being brought or threatened in respect of infringement of patents, copyright, trade marks, trade names, registered designs or any other intellectual property rights in respect of the Equipment, the Purchaser will make every reasonable effort to defend, indemnify, and hold harmless the Company from and against any and all Losses and threatened Losses to the extent they result from a breach of this Section 11.

15. SALES BY THE PURCHASER

The Purchaser undertakes to the Company that in respect of any sales of the Equipment the Purchaser shall:

(a) maintain a record of all such sales including dates, prices, the names and addresses of the Purchaser’s customers and product references and numbers and provide such details to the Company within 30 days of any such sale;

(b) submit to the Company all complaints relating to the Equipment together with all available evidence and other information relating thereto and forward to the Company for examination if necessary the Equipment in respect of which complaints are made together with any information or documentation concerning the use of such Equipment including product references and numbers. In the event of any dispute arising between the Purchaser and any third party in connection to the quality or characteristics of any of the Equipment or the performances of the Company, the Purchaser shall inform the Company immediately of such dispute. The Purchaser shall not admit liability or do anything which might be construed as an admission of liability nor take any proceedings in respect of, or compromise, such dispute;

(c) provide all customers with the specification and the operator manual and (where the customer requests) service manual relating to the relevant Equipment and make it clear to customers that training and service support are available directly from the Company and pass on to the Company any resultant requests;

(d) give effect to the Company’s current Conditions of Sale when selling the Equipment and shall not, use of its employees, distributors, agents or representatives shall make any representation or statement in relation to the goods which is not contained in the Company’s current Conditions of Sale;

(e) comply with all applicable export control laws, regulations and orders;

(f) indemnify the Company against all costs, expenses, loss or damage incurred by the Company as a result of any breach by the Purchaser or any of its employees, agents or representatives of any of the provisions of this Section 15.

16. CONFIDENTIALITY

(a) The Parties agree that in the course of performance of the contract to which these Conditions apply, it may be necessary and desirable for them to exchange confidential information. For example, all updates, repairs, replacements, fixes, modifications, and other changes to the Equipment shall be considered Company’s proprietary information. To accomplish this confidentiality, the parties agree as follows: Purchaser shall not disclose confidential information of the Company to any person outside its employ, except when authorized by the Company. Purchaser shall use the same level of care in preserving the confidential nature of the confidential information as it uses to protect its own confidential information but not less than reasonable care. Purchaser shall use the Equipment only for the purpose contemplated by the parties at the time of sale, and for no other purpose. Purchaser shall not: (i) reverse engineer, disassemble (except to the extent applicable laws specifically prohibit such restriction), or decompile the Equipment or any portion thereof; (ii) engage in activities to develop improvements to the Equipment; (iii) modify the Equipment or integrate them with any other products, systems, devices or other items other than as contemplated at the time of sale; or (iv) allow or assist any third party to perform any of the foregoing.

(b) PROPRIETARY INFORMATION STATEMENT: The Quotation contains information confidential and proprietary to the Company. No part of this information may be reproduced or transmitted in any form without the prior written permission of the Company. The Quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.

17. RETURN OF GOODS

(a) No return of Equipment for purposes of the Warranty or where return is otherwise expressly permitted under the Order shall be accepted by Company without a Return Material Authorization (“RMA”) number, which may be issued by the Company in its sole discretion, and receipt of a duly completed Purchaser Declaration in the Company’s designated format in respect of the Equipment to be returned which is available at http://www.smithsdetection.com/US_terms_conditions.html. All Equipment for return shall be returned freight prepaid in the manner specified in the RMA. If returned Equipment are claimed to be defective, a complete description of the nature of the defect must be included with the returned Equipment. Equipment not eligible for return shall be returned to Purchaser, freight collect.

(b) The Purchaser agrees to defend, indemnify and hold the Company, its affiliates and its and their respective officers, partners, directors, employees, agents, successors, and assigns harmless from all Losses and threatened Losses arising out of or in connection with the sale or use of the product to hazardous materials, regardless of whether or not: (i) the exposure to hazardous materials was caused by or within the control of the Purchaser; (ii) the Company was aware of such exposure; and (iii) any negligence or other fault of the Company contributed to, or is alleged to have contributed to, the Loss, except and only to the extent such Loss was adjudicated to be caused by the willful misconduct or gross negligence of the Company.

(c) A 20% restocking fee shall apply to all returned items, in addition to any shipping costs incurred and Company technician expenses if applicable.
18. GOVERNING LAW
The Order and these Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of New York State without reference to its conflicts or choice of laws provisions. Any legal action shall be brought in the exclusive venue of the federal and state courts of New York State in Manhattan, New York, NY. The Company and the Purchaser hereby irrevocably waive the right to a jury trial to the extent permissible by law. THIS ORDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Notwithstanding the foregoing, the federal laws of the United States, including the Bankruptcy Code, shall govern the rights and obligations of the parties hereunder, and shall control the interpretation of this Order and the rights and duties of the parties hereunder, to the extent that any such rights or duties are not specifically provided for herein. Installation and training are not included unless otherwise expressly stated. The Company shall have the right, in its sole discretion, to terminate the Order if the Purchaser: (a) is unable to pay its debts generally as and when they become due; (b) is subject to a legal process declaring it insolvent; (c) ceases or threatens to cease carrying on its business; (d) whole (or part) of the Order which is (a) incapable of remedy (as reasonably determined by the Company) - or (b) not remedied within 14 days of the date of the breach. Purchaser may make a written request for amendment, modification, or termination. If a request for amendment or modification is accepted by the Company, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any work under the Order an equitable adjustment shall be made in the price or delivery schedule, as applicable, and, both, and the Order shall be modified in writing accordingly. Wherever the price of property made obsolete as a result of the change is included in the price adjustment, Purchaser shall have the right to prescribe the manner of disposition of such property. If request for termination is accepted by the Company, equitable provision shall be made to The Company for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Company shall continue in effect until such time as payment is received. A written request as specified herein shall give The Company adequate reason to demand written assurance of Purchaser's abilities and intention to carry out the Order.

19. CHANGES AND TERMINATION
(a) Company shall have the right, in its sole discretion, to terminate the Order if the Purchaser: (a) is unable to pay its debts generally as and when they become due; (b) is subject to a legal process declaring it insolvent; (c) ceases or threatens to cease carrying on its business; (d) whole (or part) of the Order which is (a) incapable of remedy (as reasonably determined by the Company) - or (b) not remedied within 14 days of the date of the breach. Purchaser may make a written request for amendment, modification, or termination. If a request for amendment or modification is accepted by the Company, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any work under the Order an equitable adjustment shall be made in the price or delivery schedule, as applicable, and, both, and the Order shall be modified in writing accordingly. Wherever the price of property made obsolete as a result of the change is included in the price adjustment, Purchaser shall have the right to prescribe the manner of disposition of such property. If request for termination is accepted by the Company, equitable provision shall be made to The Company for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Company shall continue in effect until such time as payment is received. A written request as specified herein shall give The Company adequate reason to demand written assurance of Purchaser's abilities and intention to carry out the Order.

20. FORCE MAJEURE
The Company shall not be liable to the Purchaser for any loss or damage arising due to delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limiting any of the following: act of God, exceptional adverse weather conditions, flood, lightening or fire (except if the cause of fire originates from the Equipment), strike or lockout, terrorist and/or insurgent activity, war, military operations or act of war. The Company shall be deemed to have accepted its obligations under the Order for the duration of any force majeure event.

21. INSTALLATION OF THE EQUIPMENT
(a) Installation and training are not included unless otherwise expressly stated in the Order. Where the Company has agreed to install the Equipment, the Purchaser shall at its own cost prepare the site on which the Equipment are to be installed in accordance with the specifications furnished by the Company for this purpose and, in accordance with such specifications, provide such equipment (including without limitation, any equipment necessary to test and calibrate the Equipment) and carry out such works to the level that may be necessary to enable the Company to install the Equipment and if it shall fail to so prepare the site and provide such equipment and carry out such works before the agreed delivery date the Purchaser shall indemnify the Company for all costs and charges incurred by the company (including storage and transportation costs) as a result of such failure.
(b) When the Equipment shall have been installed at the site, tested and shown to be operating to the satisfaction of the Company, the Purchaser shall be deemed to have accepted the Equipment unless the Company has been notified to the contrary in writing by the Purchaser within seven days of completion of such testing. If the Company shall not have given and shall be deemed not to have given the Notice unless the Purchaser shall have accepted the Equipment within seven days of such defect being remedied.
(c) Purchaser Delays shall be considered excusable delays for the Company and result in a corresponding automatic extension of any agreed upon time for the performance of the Company’s obligations under this Order. The Company shall not be liable to the Purchaser under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Purchaser Delays.
(d) The cost of installation and training purchased is included within the Company's proposal, provided the installation is scheduled within 90 days from the date the unit shipped. This includes one visit to the Purchaser's facility where the installation and training will be conducted during normal business hours Monday through Friday. Installation and training is only included for delivery and installed within the 48 contiguous States.
(e) This Installation and Training clause 22(e) only applies to X-Ray equipment unless otherwise noted for TRACe products unless otherwise noted on the Quotation. The Purchaser must contact the Company's Service Department to confirm receipt of the Equipment to schedule a visit. During this visit, the Company technician will install the X-ray unit (160 Kv or lower), which includes a Radiation Survey and calibration of the equipment as well as train the Purchaser’s personnel on the setup and fail-safe operation of the equipment purchased. The technician will not engage in any form of image interpretation training.

22. SOFTWARE
To the extent that the Equipment contain or are software, Company hereby grants to Purchaser a non-exclusive, non-transferable, personal license to use the software and related documentation solely with the Equipment. Purchaser’s use of the Equipment conclusively evidences its acceptance of this license. Purchase, use, and sale of the Equipment is subject to these Terms and Conditions. Title to the software shall at all times remain with Company. Purchaser agrees that the software, all enhancements, related documentation, and derivative works are, and will remain, the sole property of the Company and includes valuable trade secrets. Purchaser agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Purchaser agrees not to disassemble, decompile, reverse engineer, create derivative works from, attempt to derive the source code or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

23. CEIA METAL DETECTORS
If the Equipment sold under these Conditions includes metal detectors manufactured by CEIA the following additional provision applies: If the Purchaser delivers the Equipment to the Company for repair or maintenance, the Company shall not be liable to the Purchaser for any loss or damage arising due to delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limiting any of the following: act of God, exceptional adverse weather conditions, flood, lightening or fire (except if the cause of fire originates from the Equipment), strike or lockout, terrorist and/or insurgent activity, war, military operations or act of war. The Company shall be deemed to have accepted its obligations under the Order for the duration of any force majeure event.

24. X-RAY BODY SCANNER
(a) Purchaser is hereby notified that the existence of human beings to x-ray radiation may be harmful. Purchaser acknowledges that the safe operation of the Equipment is entirely the Purchaser’s responsibility and that the Company shall have no liability relating to the use or operation of the Equipment by Purchaser or anybody acting on the Purchaser’s behalf. Purchaser undertakes to exercise such care and to adopt and follow such procedures in the use and operation of the Equipment as may be necessary to eliminate or minimize the hazards referred to in this section. Without limiting the generality of the foregoing, Purchaser undertakes to use the Equipment in full compliance with Company maintenance procedures and manuals, to comply with requirements of all applicable environmental or occupational health and safety laws, radiation safety laws and industry standards relating to radiation safety for personnel, security screening systems using x-rays, and to operate the Equipment within the radiation dose limits established by such laws and standards.
(b) Purchaser is further notified that the use of x-ray Equipment on human beings for non-medical purposes may be prohibited in some states or require registration with governmental authorities. Purchaser undertakes to comply with all such prohibitions and registration requirements.
(c) Purchaser covenants that the user and operation of the Equipment by or on behalf of the Purchaser shall comply with all applicable privacy and data protection laws.
(d) To the fullest extent permitted by applicable law, Purchaser shall defend, indemnify, and hold harmless Company and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns from and against any and all actual or threatened Losses resulting from the lack of firm fixation of the CEIA unit to the floor.

25. COMPLIANCE AND ETHICS
The Company is an Equal Opportunity Employer and is committed to conducting its business ethically and lawfully. To that end Company, maintains a Code of Business Ethics, and a commitment to promoting and upholding ethical and unlawful conduct. Company expects that the Purchaser also will conduct its business ethically and lawfully. Company Code of Business Ethics is available at http://www.smiths-group.com/responsibility-code-of-business-ethics.aspx.