

THESE TERMS AND CONDITIONS OF SALE ("T&Cs") GOVERN ANY QUOTE, ORDER, PO, AND ANY SALE, LICENSE OR DELIVERY OF PRODUCTS OR SERVICES (COLLECTIVELY, "PRODUCTS") BY MIRION TECHNOLOGIES (MGPI H&B) GMBH ("SELLER") TO ANY PURCHASER THEREOF ("BUYER"). SELLER DOES NOT ACCEPT, AND HEREBY REJECTS, ANY ADDITIONAL OR DIFFERENT TERMS. BY ORDERING, RECEIVING, OR USING PRODUCTS, BUYER AGREES TO THESE T&Cs.

**1. PAYMENT TERMS.** All payments are due in Euros 30 days from the date of invoice, at the address designated on the invoice. For every quote equal to or above 25,000€, Buyer is required to include a 30% downpayment, subject to a lead time equal to or exceeding three (3) months from reception of the Purchase Order to effective delivery. In the event of partial delivery, Buyer will pay for the Products delivered as reasonably determined by Seller. Overdue accounts bear interest at the lower of 1.5% per month or the maximum legal rate and entitle Seller to suspend performance. Irrevocable letters of credit are required for international orders, and Seller may otherwise decline any order in the absence of satisfactory credit or security arrangements.

**2. TAXES AND TARIFFS.** All amounts exclude sales, services, or withholding taxes, or customs duties, and other taxes and charges, insurance, and shipping costs and special packaging requested by Buyer, if any. Any such costs will be paid or reimbursed by Buyer. If any withholding taxes apply, Buyer will gross up the invoiced amount to ensure that, after such withholding, Seller receives the full amount invoiced. Buyer will pay, in addition to the prices quoted, the amount of any present or future customs duties or sales, use, excise or other similar tax applicable to the sale of Products or performance of services covered by these T&Cs, or in lieu thereof Buyer will supply Seller with an appropriate tax exemption certificate. Buyer acknowledges that the contract price may be increased by the amount of any additional local, state, federal or foreign tax or tariff ("Tariff") imposed after the contract effective date, if such Tariff increases Seller's direct or indirect cost of performance. Seller shall promptly notify Buyer of any such after-imposed Tariff.

**3. DELIVERY TERMS.** Delivery will be EXW Munich, Incoterms 2010 unless otherwise agreed between SELLER and BUYER.

**3.1. Delivery Dates.** Seller will estimate delivery dates and will not be in breach of its obligations, or liable, to Buyer because of any partial delivery or because of any delivery made within a reasonable time after the estimated delivery date. Seller may change any delivery date and such date will become the agreed upon delivery date unless Buyer objects to such date in writing.

**3.2. Title.** Title to the Products will pass to Buyer, and Buyer will thereupon be solely responsible for, and bear the entire risk of any loss or damage to, the Products, upon the earliest date when Seller first made the Products available under the applicable delivery terms (e.g., EXW Seller's site).

**3.3. Packaging.** Unless otherwise agreed between SELLER and BUYER, the Products will be packaged for shipment using SEI 4B packaging except in the case of spare parts which shall be packaged using SEI 4C packaging.

**4. ORDER CANCELLATION.** Orders for standard Products on price lists may be cancelled with a restocking charge of (i) 20% if cancelled 60 days or more before scheduled delivery, or (ii) 35% if less than 60 days. Orders for non-standard Products and orders that have been shipped may not be cancelled or returned.

## **5. LIMITED WARRANTIES.**

**5.1. Limited Warranty.** Seller warrants that (a) Products will be free from defect in design, workmanship and materials, and when used in accordance with Seller's instructions and requirements, will perform substantially in accordance with Seller's published technical specifications; and (b) services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards ("Warranty"). For standard or Commercial Off the Shelf goods, the Warranty is valid for claims received by Seller within twelve (12) months from the delivery date of the affected Products, for non-standard Products, the Warranty is valid for the earlier of (i) twelve (12) months from installation, or eighteen (18) months from delivery, and the services warranty is valid for claims received within ninety (90) days from performance of the services (each a, "Warranty Period").

**5.2. Exclusive Remedies.** All Warranty claims must be made in writing within the Warranty period and include a detailed description of the claim. Buyer's sole and exclusive remedy, and Seller's sole liability, will be for Seller to use commercially reasonable efforts to provide Buyer with, in Seller's discretion either replacement or repaired Products, to conform to Seller's Limited Warranty, as set forth herein. For services warranty claims during the Warranty Period, Buyer's sole and exclusive remedy and Seller's sole liability will be, in Seller's discretion, to either re-perform the services, or refund the fees paid to Seller for such defective services. All Product warranty repairs are performed at Supplier's site. Buyer is responsible for all disassembly, reassembly and re-installation of the Product or sub-assembly in place before or after repair or replacement. Risks and costs resulting from transport of the Products or sub-assemblies related to the warranty services are the responsibility of the Buyer. Buyer may request that Supplier perform repairs at the location where the Product is installed. If Supplier so agrees, Buyer agrees that all of Supplier's expenses resulting from travel (e.g. employee travel costs, shipping of Products and equipment required for the repairs, accommodation, travel time, and access to the installations) will be borne by Buyer.

**5.3. Exclusions.** Buyer has no Warranty rights for contaminated Products or defects caused by (a) use of the Products with other goods or equipment not expressly specified in writing by Seller as suited for use with the Products; (b) Buyer's failure to follow Seller's instructions or to operate the Products under normal conditions; (c) acts or omissions of persons other than Seller or its authorized representatives; (d) installation or maintenance of Products by someone other than Seller or persons certified by Seller; (e) abuse, use at an unsafe or not suitable site; (f) Force Majeure; or (f) normal wear and tear.

**5.4. Misc.:** Repairs or replacement under warranty will be warranted for the remaining duration of the original Warranty Period. Repairs outside of Warranty will be warranted for ninety (90) days with an additional Warranty of twelve (12) months on components.

**5.5. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY MIRION.**

**6. BREACH.** Any (a) failure to make payment to Seller for any Products when due; (b) failure to accept conforming Products supplied hereunder; (c) return of any Products delivered to Buyer without the prior written consent of Seller; (d) filing of a voluntary or involuntary petition in bankruptcy by any third party against Buyer, the institution of any proceedings in insolvency or bankruptcy (including reorganization) against Buyer, the appointment of a trustee or receiver of Buyer, or an assignment for the benefit of Buyer's creditors; or (e) any other act by Buyer in violation of any of the provisions hereof will constitute a breach by Buyer hereunder. In the event of breach by Buyer, Seller may terminate the order in full or in part, without any liability or penalty whatsoever, upon written notice. Buyer will pay all costs, including reasonable attorneys' fees, incurred by Seller in any action brought by Seller to collect payments owing or to otherwise enforce its rights hereunder.

**7. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID, OR PAYABLE TO SELLER UNDER THE ORDER COVERED HEREBY, AND IF SUCH DAMAGES RELATE TO BUYER'S USE OF THE PRODUCTS OR SERVICES, THEN SUCH LIABILITY WILL BE LIMITED TO FEES PAID FOR THE RELEVANT PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Notwithstanding the foregoing, the limitation of liability herein will not apply to Buyer's liability from: (a) any infringement, misappropriation, unauthorized disclosure or misuse of Seller's proprietary information or intellectual property rights; or (b) any breach by the Buyer of Sections 8 or 11.2 below.

**8. LICENCES and AUTHORIZATIONS.** The products and/or services listed on this quote are subject the export control laws and regulations of Germany and the European Union and may, in addition, be subject to the export control laws and regulations of other countries including the United States (collectively, "Applicable Laws"). Mirion will apply for any export licenses or authorizations that are necessary, and you will be required to provide all supporting documents to facilitate the approval of such licenses, including without limitations End User Statements. If any export license or authorization is required, this quote is made expressly subject to the issuance of any such license or authorization and you agree that any quoted timeframe is exclusive of the delays necessary to secure export control licenses or authorizations. You agree to comply with all Applicable Laws and acknowledge that you will not directly or indirectly export or re-export any products to any country to which such export or transmission is restricted or prohibited under Applicable Laws. Seller makes no guarantees or assurances of the re-export licensability of any Products. Buyer agrees to defend and hold Seller harmless from any claims, damages or liability resulting from the breach of any part of Section 8. Buyer expressly represents and warrants that it will not, under any circumstance, re-export to Russia or Belarus or re-export for use in Russia or Belarus any Product, or any spare parts, supplied under the Agreement. In case of breach of this clause 8, Buyer will refund Seller all costs incurred and compensate all damages suffered due to or in consequence of the breach, including, without limitation, all legal fees.

**9. FORCE MAJEURE.** Except for payment obligations, performance will be excused to the extent impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other cause beyond the reasonable control of a party. Deliveries suspended or not made by reason of this Section 9 will be canceled without liability but payment obligations for delivered Products will otherwise remain unaffected.

**10. NUCLEAR ENERGY HAZARDS AND NUCLEAR INCIDENTS .** Buyer waives any claim it might have against Seller for, and agrees to indemnify and save harmless Seller from, any claims, because of damage to, loss of, or loss of use of any property at the site of a nuclear facility resulting from nuclear energy hazards or incidents. The foregoing waiver and indemnification provisions will apply to the full extent permitted by law. For purposes of this Section 10, "nuclear energy hazards" will mean the hazardous properties of nuclear materials. Hazardous properties include radioactive, toxic or explosive properties of nuclear material.

## **11. GENERAL**

**11.1. Proprietary Rights, Software License.** Seller retains all proprietary rights in and to all designs, engineering details and other data pertaining to any Products except where rights are assigned under written agreement by a corporate officer of Seller. The Products sold hereunder are offered for sale and sold subject to the condition that such sale does not convey any license, expressly or by implication under any patent for the design, manufacturing or sale of Seller's proprietary rights. Notwithstanding the foregoing, software provided with the Products is licensed to Buyer solely for use in connection with the Products they were sold with and may not be transferred to any other person or entity without the prior written approval of Seller, nor copied (except for back up purposes).

**11.2. Compliance.** Parties will comply with all applicable laws and regulations.

**11.3. Governing Law.** These T&Cs will be governed by the laws of Germany, excluding its conflicts of laws principles.

**11.4. Assignment.** Buyer may not assign its rights or obligations under these T&Cs without the prior written consent of Seller. Seller may assign these T&Cs without Buyer's consent.

**11.5. Waiver.** Any waiver by Seller of any Buyer default will not be deemed to be a continuing waiver of such default or of any other term or condition.

**11.6. Amendments.** These T&Cs may not be superseded, modified or amended except by Seller in the quote or in writing and signed by an authorized representative of each party hereto, provided, however, that Seller may modify the specifications of the Products sold hereunder if such modification does not change the form, fit or function of such Products.

**11.7. Entire Agreement.** These T&Cs, along with the documents incorporated on the face hereof (but expressly excluding the terms and conditions of Buyer's PO or similar document) constitute the entire agreement between Buyer and Seller, and expressly supersede any prior or contemporaneous agreements related to the same subject matter.