

### Mirion Medical Terms and Conditions of Sale

1. These terms and conditions together with the quotation to which these terms are attached form the contract (“Agreement”) for the sale of Products (defined below) (including licenses) to the Buyer to whom the quotation to which these terms are attached is issued (“Buyer”) by the Mirion entity that issued the quotation to which these terms are attached (“Seller”). The terms and conditions specified herein govern the sale of the hardware products, software licenses and/or services referenced in the quotation to which these terms are attached (collectively, the “Products”) by Seller to Buyer. Where applicable, any training, installation, support, and maintenance services may also be separately identified as “Services”. Only these terms shall constitute the Agreement with respect to the Products. No other terms not attached hereto or incorporated by reference herein, including any terms and conditions included in Buyer’s purchase order or other procurement document, shall apply. The terms of any exhibits, attachments, or appendices referenced herein or attached hereto are incorporated by reference into this Agreement.

2. **TAXES.** All prices exclude sales, services, or withholding taxes, or customs duties, and other taxes, and all such taxes are the responsibility of the Buyer. Taxes may be due any time Seller provides Products or Services to 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 supply Seller with an appropriate and valid tax exemption certificate, if Buyer claims exemption from any tax, charge or duty.

#### **3. PRICING AND PAYMENT TERMS; SHIPPING.**

3.1 Pricing for the Products is as specified in the applicable quotation for the Products. Payment terms for all purchases are Net 30 from the invoice date. Until the purchase price and any applicable late fees are made in full, Seller retains a security interest in the Product and in all proceeds of said Product. Amounts payable for Products are invoiced at the time of shipment. Amounts payable for software Products licensed on a subscription, limited term, or hosted basis are invoiced annually in advance. Amounts payable for Services are invoiced at the time of order, except for support and maintenance Services, which shall be invoiced annually in advance (unless otherwise specified on the applicable quotation). Seller may suspend delivery of Products or Services or terminate any Agreement for Products or Services prior to payment in full for such Products or Services in the event Buyer fails to pay all amounts due for such Products or Services when due.

3.2 Prices set forth in any quotation sent to Buyer shall be firm for the term specified in the quotation. If no expiration date is listed in the quotation, prices are firm for thirty (30) days from the date the quotation is issued to Buyer.

3.3 Payment must be made by check, wire transfer, or ACH and must be made in U.S. Dollars. Payments by credit card, if approved by Seller, are subject to additional service charges. Seller will assess handling charges in the amount of \$100.00 for any dishonored check received from the Buyer. If a Buyer purchase order is issued, such purchase order shall include the applicable Seller quote number.

3.4 Undisputed past due amounts are subject to a late service fee charge of 18% per annum (1.5% per month), or the maximum allowed by law, whichever is lower. Buyer further agrees to indemnify Seller for all collection fees, legal fees and all other fees and expenses

which Seller incurs should Buyer fail to pay amounts not subject to good faith dispute when due. Any payment made will be applied first to late service fee charges, if any, and thereafter to the outstanding principal amount.

3.5 Purchaser and Seller agree that any rebates provided by Seller constitute a “discount or other reduction in price” of the Equipment or Services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. § 1320a-7b(b)(3)(A). Purchaser represents and warrants that it currently complies with and will continue to comply with all current and future applicable requirements under federal and state law regarding the receipt of discounts by health care providers, including, without limitation, any disclosure requirements or requirements for reporting such price reductions under Medicare, Medicaid, and other federal and state government health care programs.

3.6 Delivery will be EXW (Incoterms 2020) shipping point. Prices do not include shipping and all shipping charges are the responsibility of Buyer. Seller may 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. The Products will be delivered for shipment in standard commercial packaging. Special or export packaging may be separately invoiced.

3.7 Upon request from Seller due to Buyer’s breach of the payment terms of this Agreement, Buyer agrees to immediately relinquish and return all unpaid Products in their original condition to Seller, subject to a 25% restock fee or costs required to return any such hardware Products to their original condition, whichever is higher.

3.8 Any returns must be approved by Seller and must have a Return Materials Authorization number (“RMA”) issued by Seller. Buyer must pay for return shipping charges unless otherwise agreed in writing by the parties. Approved returns of unused Products for reasons other than defect are also subject to a 25% restocking fee. Unauthorized returns will be rejected and returned at Buyer’s expense. Special order Products (including resale items) cannot be returned unless otherwise agreed upon in writing by the parties.

#### **4. CONFIDENTIALITY.**

4.1 Buyer will not directly or indirectly publish, disclose to any third party (including but not limited to third party price benchmarking entities or group purchasing organizations), or use for any purpose other than to fulfill its obligations under this Agreement, any information of a confidential nature (including but not limited to the pricing and terms set forth in the quotation and the other terms of this Agreement, or information relating to the products (including technical information and written product specifications), services and business of Seller), which is learned, observed, developed, acquired, or derived by Buyer in connection with this Agreement (“Confidential Information”), unless Seller gives you prior written authorization to do so.

4.2 This prohibition against disclosure to others will not apply to information: (i) after it is clearly and prominently disclosed to the public by Seller in writing; (ii) known or developed independently by Buyer without use of Seller Confidential Information; or (iii) disclosed to Buyer by a third party with no obligations of confidentiality.

4.3 The parties acknowledge that the Confidential Information is unique and valuable, and that breach of this Section by Buyer will result in irreparable injury to Seller. Therefore, in the event of a breach or threatened breach of this Section, Seller will be entitled to specific performance and injunctive or other equitable relief in addition to any other remedies available.

4.4 Additional information about Seller's privacy practices, including Seller's Data Processing Agreement (if applicable), can be found at <https://www.mirion.com/legal/privacy-policy-and-data-privacy-notice>, the contents of which are incorporated by reference herein.

## 5. WARRANTIES

5.1 Except as otherwise specified in this Agreement, Seller warrants that for the term defined below, (a) Seller-manufactured Products purchased under this Agreement ("Warranted Products") will be free from defect in 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 for the Products existing on the date the Product is shipped; and (b) Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards ("Warranty"). The Warranty is valid for claims received by Seller within twelve (12) months from the date of shipment of the Products (unless another warranty term is specified in the applicable quotation for the applicable Products), and the Services Warranty is valid for ninety (90) days from performance of the Services (each a "Warranty Period"). If Buyer is purchasing SunCHECK software Products including SunDEPLOYS remote project management and installation Services, the 12-month Warranty term shall begin the earlier of 90 days after shipment of the Product, or the date the Buyer signs the form acknowledging that the verification and validation of the Product performed during the SunDEPLOYS Services is complete.

5.2 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 (at Seller's discretion) repair or replace the Products subject to the warranty claim such that the Products conform to Seller's 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 to re-perform the services for such defective services. Warranty repairs may be completed remotely by Seller, on Buyer premises, or may require Buyer to send the Products back to Seller for repair at Seller's facilities. 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 Product to the Seller related to the warranty services are the responsibility of the Buyer. If onsite Warranty repair is available and requested by Buyer, Buyer agrees that all of Seller's expenses resulting from travel (e.g. employee travel costs, shipping of items and equipment required for the diagnostic and/or repairs, accommodation, travel time, diagnostic and/or repair time and access to the installations) will be borne by Buyer. Repairs or replacement under Warranty will be warranted for the greater of (i) the remaining duration of the original Warranty Period; or (ii) ninety (90) days.

5.3 Buyer has no Warranty rights for contaminated Items or defects caused by (a) use of the Items with other goods or equipment not expressly specified in writing by Seller as suited for use with the Items; (b) Buyer's failure to follow Seller's instructions or to operate the Items within their design specification, or use of the Warranted Product in a manner or environment, or for any purpose, for which the product was not designed or licensed; (c) acts or omissions of persons other than Seller or its authorized representatives; (d) installation or maintenance of Items by someone other than Seller or persons certified by Seller; (e) abuse (including but not limited to use of the Product by a non-qualified operator, use in a manner inconsistent with any intended use statement or instructions, lack of regular maintenance or improper maintenance, or improper operating, storage, or environmental conditions), unusual exposure to radiation, use at an unsafe or not suitable site, or accidental damage from handling; (f) preventative maintenance or consumable items; or (g) Force Majeure.

5.4 The stated Warranty is provided only for Products manufactured by Seller. For third party or pass-through products, including any defined as Underlying Components, only the warranties provided by the third party manufacturer, to the extent assignable by Seller, are provided to Buyer. For the avoidance of doubt, third party products (meaning any software or equipment delivered to Buyer in the third party manufacturer's packaging or for which Seller expressly indicates in the applicable quotation or product documentation that the item is a pass through or that the product is provided with the third party's warranty), including servers provided with or used with the Products under this Agreement (which include any operating system hardware or software included thereon that is not a SNC Product, such as Microsoft Windows operating system, Remote Desktop Services, or SQL server software) (collectively, "Underlying Components") are not covered by the Seller warranty such that any repairs or updates to the Underlying Components are the sole responsibility of Buyer. EXCEPT FOR THE WARRANTY OF TITLE AND RIGHT TO LICENSE WARRANTY, THIS WARRANTY STATEMENT DOES NOT COVER THIRD-PARTY SOFTWARE AND EQUIPMENT OR UNDERLYING COMPONENTS WHICH ARE COVERED BY THE THIRD-PARTY MANUFACTURER'S/SUPPLIER'S WARRANTY (TO THE EXTENT AVAILABLE) AND OTHERWISE ARE PROVIDED "AS IS".

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, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED BY SELLER.

5.6 To obtain warranty service, Warranted Products must be made available to Seller for repair during the Warranty Period. To the extent the Warranted Products must be shipped to Seller's facility for repair, Buyer must properly package and ship the Warranted Products to Seller (at Buyer's expense) to the Seller authorized service center, as specified by Seller. Seller will then ship the repaired Products back to Buyer at Seller's expense (via standard, ground shipping). Warranty service will be performed by Seller during Seller's standard business hours at Seller's authorized service center, at Buyer's facility (where possible), or by remote support using a secure remote

connection. All Warranty Services shall be performed during Seller's standard business hours.

5.7 For the purposes of clarity, the language of this Agreement, including all of the definitions and limitations in this Section 5, relating to Warranty equally apply to any support and maintenance Services that Buyer may purchase from Seller under this Agreement. For example, defects caused by the items specified in Section 5.3 which are excluded from the Warranty Services are also excluded from any maintenance and support Services purchased by Buyer.

## **6. INDEMNIFICATION; LIMITATION OF LIABILITY.**

6.1 Seller agrees to defend Buyer from and against any third-party claims brought against Buyer that any Seller-manufactured hardware Product sold or Seller software Product licensed pursuant to the Agreement infringes upon or misappropriates any U.S. patent, copyright, trademark or trade secret of a third party (a "Claim"), and will indemnify and hold Buyer harmless from and against any damages, costs and reasonable attorney's fees agreed in a settlement of such claim or awarded in a final judgment on such claim. As a condition of this indemnification obligation, Buyer must promptly notify Seller of a Claim, must tender to Seller (and/or its insurer) full authority to defend or settle the Claim, and must reasonably cooperate with the defense. If any Seller Product's use by Buyer is enjoined as a result of any Claim, or in Seller's opinion, the Product is likely to become subject to a Claim, Seller may, at its expense and sole option, modify the Product so that it becomes non-infringing, substitute for the infringing Product another product having a functionality substantially equivalent to the Product, procure for Buyer the right to continue to use the Product, or accept return of the Product and refund the purchase price (less reasonable depreciation calculated on a five year, straight line basis). Seller's obligations under this paragraph will not apply to Claims to the extent arising from (a) modification of the Seller Product other than modifications performed by or at the request of Seller, (b) combination of the Seller Product with any other product, technology or materials, (c) compliance with Buyer's designs, specifications, or instructions, or (d) methods of use of a Seller Product.

6.2 With respect to liability to third parties for bodily injury or death arising from the use or operation of any Seller Product, each party will be responsible for the portion of such liability that reflects its relative fault. Each party agrees to defend the other party from and against any third-party claims for bodily injury or death to the extent arising from its negligent acts or omissions and will indemnify and hold the other party harmless from and against any damages, costs and reasonable attorney's fees agreed in a settlement of such claim or awarded in a final judgment on such claim. As a condition of this indemnification obligation, the indemnified party must promptly notify the indemnifying party of the claim, must tender to the indemnifying party (and/or its insurer) full authority to defend or settle the claim, and must reasonably cooperate with the defense, at the expense of the indemnifying party.

6.3 **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OVERHEAD, OR OPPORTUNITY COSTS, ARISING**

**OUT OF OR PERTAINING TO THE AGREEMENT EVEN IF NOTIFIED IN ADVANCE 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 PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

## **7. SERVICES AND CUSTOM PRODUCTS.**

7.1 Training and Installation Services (defined below) are included in Buyer's purchase only if specifically included and referenced on the applicable quotation. A training voucher will be provided to Buyer at time of invoice for Buyer to redeem when training Services are performed. Training vouchers are valid for (12) months from the invoice date. Training Services may be purchased as part of an installation Services package, or as standalone Services.

7.2 To the extent that Buyer purchases installation, remote project management, beam modeling, or training Services (where such training or education is provided as part of the installation services) (collectively, "Installation Services"), as may be specified on the applicable quotation, the additional terms of the [Mirion Medical Installation Services Addendum](#) shall apply to such Services and shall be incorporated by reference herein. Purchases of Installation Services may also be subject to a statement of work to be executed by the parties, if applicable.

7.3 Buyers who cancel or postpone scheduled training/education/Installation Services are subject to cancellation fees (minimum of \$500 not to exceed \$3,000).

7.4 To the extent that the quotation includes the sale of Seller support and maintenance Services to Buyer (including support and maintenance Services identified in the applicable quote as including "Anti-Obsolescence"), the additional terms of the [Mirion Medical Support and Maintenance Services Addendum](#) shall apply and shall be incorporated by reference herein.

7.5 Custom Products. To the extent Buyer is purchasing any custom Products from Seller, the additional terms of the [Mirion Medical Custom Products Addendum](#) shall apply and shall be incorporated by reference herein.

**8. EXPORT CONTROL.** The Products listed on this quote may be subject to the export control laws of the United States, France, Germany or other nations or medical device registration requirements of such nations (collectively, "Applicable Laws"). If any export license, device registration, or other 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. Re-export of any Products is prohibited without specific authorization by Seller. To the extent Seller gives such authorization, Buyer agrees to comply with all Applicable Laws Seller

makes no guarantees or assurances of the re-export licensability of any Items. Buyer agrees to defend and hold Mirion harmless from any claims, damages or liability resulting from the breach of any Applicable Laws.

**9. PROPERTY RIGHTS.** 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 except as otherwise specifically granted hereunder. Notwithstanding the foregoing, software provided with the Items is licensed to Buyer pursuant to the terms of Section 10 solely for use in connection with the Items 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).

**10. SOFTWARE LICENSE.**

10.1 Seller-manufactured hardware Products may contain embedded operating system software and firmware, may include separate companion software for use with the hardware, or the Products may include standalone Seller application software products (collectively, "Software"). Seller or its licensors own all Software. If applicable to the Products otherwise purchased by Buyer hereunder, Seller hereby grants Buyer, only for so long as Buyer shall own the Product for which the Software is intended for use (or, where the Software Product is standalone application software, a perpetual license unless a limited term is specified in the applicable Seller quotation), a limited, nontransferable, nonexclusive, and nonpublicly useable right license to use the Software for such Product and any accompanying documentation provided by Seller, including any updates, upgrades, or new releases which Seller may provide to Buyer under this Agreement, subject to the terms and restrictions herein and in the [Mirion Medical Software License Agreement](#), the contents of which are incorporated by reference herein.

10.2 For the avoidance of doubt, if and to the extent Buyer purchases any Microsoft products through Seller, including but not limited to Microsoft SQL Server and/or Remote Desktop Services, only the Microsoft standard terms and conditions, including any warranties offered by Microsoft or any limitations on the use of the Microsoft products, shall apply to such Microsoft products.

10.3 To the extent the applicable quotation includes any subscription Software, hosted Software, or any Software sold as a service (SaaS model) (collectively, "Subscription Software"), the additional terms of the [Mirion Medical Subscription Software Addendum](#) shall apply and shall be incorporated by reference herein.

**11.** All third party or pass through products sold or licensed to Buyer by Seller hereunder are subject to the third party manufacturer terms and conditions, including but not limited to usage guidelines, restrictions, software licenses, warranties, or other terms.

**12. Term and Termination.**

12.1 The term of this Agreement shall begin on the date of last signature hereto, or, if Buyer issues a purchase order that references the quotation to which these terms are attached that is then accepted in writing by Seller, the date of such written acceptance. This Agreement shall remain in force until the parties have completed their obligations under this Agreement. Fees paid by Buyer under the

terms of this Agreement are non-refundable, except where specifically permitted otherwise herein, and this Agreement (and the Products and Services sold hereunder) is non-transferable, except as specifically authorized herein.

12.2 Once executed, the Agreement is non-cancellable by Buyer, except in the instance of termination by Buyer as specifically authorized in Section 12.3.

12.3 Both parties may terminate this Agreement, and Seller shall cease providing Products and Services hereunder, in the instance of an allowable termination of this Agreement as specified below. In any instances of permitted termination by Buyer, no refunds shall be due except for any prepaid but unused fees for Services that will no longer be delivered due to the termination. In such instance, prepaid fees will be refunded on a prorated basis.

12.3.1 In the event that either party breaches any provision of this Agreement, the non-breaching party shall provide written notice to the other party of such breach. If the breach is not able to be remedied, or if the breaching party fails to remedy the breach within thirty (30) days from the written notice, the non-breaching party may terminate the Agreement effective at the end of the 30-day notice period.

12.3.2 Either party may terminate this Agreement and all non-perpetual licenses hereunder immediately upon written notice to the other party in the event the other party becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary bankruptcy petition or becomes the subject of an involuntary bankruptcy proceeding under Chapters 7, 11, or 13 of the US Bankruptcy Code which is not dismissed within thirty (30) days following the date filed, or is adjudicated bankrupt.

12.3.3 In the event the purchase price of any Products has been amortized for payment over the term of the Agreement, then upon expiration or termination of such Agreement for any reason, any portion of the amortized purchase price of such Products not yet paid as of the date of expiration or termination will become immediately due and payable upon such expiration or termination. Buyer agrees to pay all amounts payable pursuant to this Section immediately upon receipt of invoice from Seller.

**13.** Buyer and Seller understand and agree that Buyer's relationship to Seller shall be that of an independent contractor. SELLER SHALL HAVE NO RESPONSIBILITY FOR THE PAYMENT OF TAXES, FOR WITHHOLDING OR CONTRIBUTIONS ON BEHALF OF BUYER OR ITS EMPLOYEES. SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE RESPONSIBILITY OF BUYER. Seller shall not procure liability, workers' compensation, unemployment or other insurance on behalf of Buyer or its employees.

**14. Assignment.** Buyer may not (i) assign this Agreement, or its rights and obligations hereunder, or (ii) transfer or resell the Products to any third party without the prior written consent of Seller.

**15. Miscellaneous**

15.1 Any notice, payment, demand, request or other communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received (i) on the date personally delivered to the respective party to whom it is directed, or by facsimile or e-mail, upon confirmation of receipt, (ii) three (3) business days after the date it is sent by domestic registered or certified mail, with postage and



charges prepaid, or (iii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, and addressed to the parties at their addresses as set forth in the quote.

15.2 Except with respect to payment obligations, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond its reasonable control, including Force Majeure, that failure or delay will not constitute a material breach of this Agreement, but the obligations that are prevented or delayed will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances preventing or delaying performance. “Force Majeure” events include those that cause a failure or delay in performance by a party that is beyond the reasonable control of the party, materially affects performance of the party’s obligations under this Agreement and could not reasonably have been foreseen or provided against (e.g., floods, riots, strikes, acts of war, national emergency, pandemics, natural catastrophes, acts of God, etc.).

15.3 Except as otherwise expressly provided in this Agreement, all rights and remedies, including termination rights, are cumulative, and the exercise of any right or remedy shall be without prejudice to the right to exercise any other right or remedy provided herein, at law or in equity. Under no circumstances will the expiration or termination of this Agreement relieve either party of any obligations which expressly or by their nature survive the expiration or termination of this Agreement.

15.4 This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of Georgia without giving effect to any choice of law rule, and the United Nations Convention for the International Sale of Goods shall not apply. In the event of any controversy or dispute between the parties arising out of or relating to this Agreement, such dispute may be tried solely in the state or federal courts of the defendant in the dispute, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

15.5 This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof.

15.6 Waiver of a breach of any provision of these Terms and Conditions or any term contained in a quotation by either party will not in any way affect the validity and enforceability of any of the other provisions hereof.

15.7 This Agreement may not be modified or amended except in writing signed by both parties. No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof. If any provision of this Agreement (or portion thereof) is deemed invalid, the remainder of this Agreement, and the remainder of such provision will be valid and enforceable to the maximum extent possible. Electronic copies and electronic signatures shall be accepted as valid originals with respect to this Agreement and shall not be denied legal effect.

15.8 All orders and shipments shall at all times be subject to the credit approval of Seller. Seller reserves the right of declining to make shipment whenever, for any reason, there is doubt as to Buyer’s

financial responsibility and Seller shall not, in such event, be liable for breach or nonperformance of the contract, in whole or in part.

15.9 Seller shall carry and maintain, for the term of this Agreement, insurance in the types and having commercially reasonable limits with respect to Seller’s obligations hereunder. A certificate of insurance may be provided to Buyer upon Buyer’s request.