

Mirion Technologies (Canberra), Inc. (“Mirion”) Terms and Conditions of Purchase
Secure Integrated Solutions 2023

1. Mirion hereby issues a Purchase Order (“Order”) for the goods (including licenses) or services specified on the front page hereof (hereinafter, “Items”) from the vendor on the front page (“Vendor”). Acceptance of this Order is limited to these terms and conditions. Any proposal for additional or different terms and conditions is rejected.
2. **INVOICES/PAYMENT.** Invoices shall contain item number and/or description, quantity, and unit price. Mirion shall pay undisputed invoices no later than 60 days from receipt of the invoices. If reimbursable travel expenses are invoiced, Seller shall submit an itemization and documentation of any such expenses. Payments shall be in US Dollars, or as otherwise specified on the invoice. Mirion will not be responsible for any currency rate changes.
3. **TAXES.** All amounts include sales, services, or withholding taxes, or customs duties, and other taxes and charges, insurance, and shipping costs and special packaging, if any.
4. **DELIVERY.** Delivery will be DAP (Incoterms 2010) Mirion’s site. Time is of the essence and Mirion may terminate this Order in the event of any delay by Vendor. Mirion shall have a reasonable time, but not less than ninety (90) days after receipt to inspect and test the Items tendered by Vendor. Vendor may not substitute any part of the Order without the prior written consent of Mirion. If any of the Items delivered are found to be not in conformity with their specifications, Mirion may at its option a) reject and return such goods at Vendor’s expense or b) require Vendor to replace non-conforming goods with goods that conform. Mirion will have no payment obligation for any of the Items not accepted by Mirion. Until acceptance of the Items, Mirion may terminate this Order at its discretion for any reason. The Items shall be deemed accepted after 120 days, if Mirion has not rejected them. Payment shall not be deemed acceptance. Title to Items shall only pass to Mirion upon actual or deemed acceptance.
5. **WARRANTIES.** Vendor warrants for two (2) years following delivery that the goods shall be merchantable, fit for their intended purpose, and shall conform to specifications or description provided by Vendor. Vendor warrants that the goods shall be free from defects, liens or encumbrances. As to any services, Vendor warrants for two (2) years following performance, that the services shall be free from defects and reflect professional knowledge and judgment. Vendor shall, in connection with any goods or services provided by Vendor hereunder, comply with all applicable federal, state and local laws, rules, regulations, and licensing requirements, (including but not limited to the Fair Labor Standards Act, the Occupational Safety and Health Act, the Equal Employment Opportunity Act, and Vietnam Era Veterans Readjustment Assistance Act, and Rehabilitation Act of 1973, and Americans with Disabilities Act) and shall indemnify and hold Mirion harmless from any related claim, penalty or proceeding. In addition to any other remedy which may be available to it, Mirion may return to Vendor for full refund any Items which do not meet these warranties, or require replacement of such Items at Vendor’s expense. Repairs or replacements 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.
6. **LIABILITY.** In no event shall Mirion be liable to Vendor for any special, indirect, incidental or consequential damages, including but not limited to lost profits, overhead, or opportunity costs.
7. **EXPORT CONTROL.** The Items listed on this quote may be subject to the export control laws of the United States, France, Germany or other nations (collectively, “Applicable Laws”). Vendor agrees to comply with all Applicable Laws and acknowledges it will not directly or indirectly export or re-export to any country to which such export or transmission is prohibited under Applicable Laws. Vendor may be required to provide supporting documentation, including End User Statements. If any export license is required, this quote is made subject to the issuance of any such license. Vendor agrees that any quoted timeframe is exclusive of the time necessary to secure export control licenses.
8. **PROPERTY RIGHTS.** All software (including modifications and documentation), products, inventions, documents, writings and other materials prepared or produced by Vendor under this Agreement (collectively, the “Developments”) shall be the sole and exclusive property of Mirion. Vendor agrees that the Developments shall be works made for hire to the extent permitted by applicable law, and that Mirion shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights (“Intellectual Property Rights”) in the Developments. In the event that any of the Developments do not qualify as works for hire, Vendor hereby assigns to Mirion all Intellectual Property Rights in such Developments. Vendor agrees to execute any documents necessary for Mirion to establish, preserve, or enforce its Intellectual Property Rights in the Developments. Vendor hereby agrees not to assert at any time, and waives, any “moral rights” in the Developments, and Vendor hereby assigns to Mirion all moral rights. Vendor shall not disclose any information relating to this Order to any third party or in any manner advertise or publish the fact that it has furnished the Items, or otherwise refer to Mirion without the written consent of Mirion.

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9. SUSPECT / COUNTERFEIT ITEMS.

9.1. Seller is hereby notified that the delivery of suspect/counterfeit items is of special concern to Mirion. If any items specified in this Order are described using a part or model number, a product description, and/or industry standard referenced in the Order, Seller shall assure that the items supplied by Seller meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard unless otherwise specified. If the Seller is not the manufacturer of the goods, the Seller shall make reasonable efforts to assure that the items supplied under this Order are made by the original manufacturer and meet the applicable manufacturer data sheet or industry standard. Should Seller desire to supply an alternate item that may not meet the requirements of this paragraph, Seller shall notify Purchaser of any exceptions and receive Purchaser's written approval prior to shipment of the alternate items to Purchaser.

9.2. If suspect/counterfeit items are furnished under this Order or are found in any of the goods delivered hereunder, such items will be dispositioned by Mirion and/or the original manufacturer, and may be returned to the Seller in accordance with the warranty provisions applicable to the Order. The Seller shall promptly replace such suspect/counterfeit items with items meeting the requirements of the Order. In the event that the Seller knowingly supplied suspect/counterfeit items, the Seller shall be liable for reasonable costs incurred by the Purchaser for the removal, replacement, and reinstallation of said goods in accordance with the warranty provisions applicable to the Order.

10. GENERAL

10.1. This Order shall be interpreted in accordance with the substantive and procedural laws of the State of Connecticut, without application of conflict of law principles, with exclusive venue in New Haven County, Connecticut.

10.2. Vendor may not assign or subcontract this Order without the written consent of Mirion.

10.3. Any waiver by Mirion of any Vendor default will not be deemed to be a continuing waiver of such default or of any other term or condition.

10.4. No amendments or modifications will be valid or binding unless in writing and signed by both parties. The Order sets forth the complete agreement between the parties and supersedes all prior or contemporaneous communications.

10.5. 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.

10.6. The Parties agree to comply with all applicable laws and regulations. If the Order is in furtherance of a Mirion contract with the US Government or is otherwise subject to FARs/DFARs/DEARs, then the Order shall be deemed to incorporate all acquisition regulations of Mirion's prime contract which are required to flow-down to Mirion's suppliers.

10.7. The prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, incurred in any action to enforce its rights hereunder.

10.8. Either party's (a) failure to deliver goods or services when due; (b) filing of a voluntary or involuntary petition in bankruptcy, the appointment of a trustee or receiver, or an assignment for the benefit of creditors; or (c) any other act in violation of any of the provisions hereof, will constitute a breach.

10.9. Vendor and Mirion understand and agree that Vendor's relationship to Mirion shall be that of an independent contractor. MIRION SHALL HAVE NO RESPONSIBILITY FOR THE PAYMENT OF TAXES, FOR WITHHOLDING OR CONTRIBUTIONS ON BEHALF OF VENDOR OR ITS EMPLOYEES. SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE RESPONSIBILITY OF VENDOR.

Mirion shall not procure liability, workers' compensation, unemployment or other insurance on behalf of Vendor or its employees.

10.10. Vendor shall defend, indemnify and hold harmless Mirion, its officers, directors, employees and clients from any losses, liabilities, damages, demands, suits, causes of action, judgments, or expenses (including court costs and reasonable attorneys' fees) incurred by Mirion in connection with (i) any claim that the Items infringe or misappropriate any intellectual property or proprietary right of any third party, (ii) Vendor's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, treaty, or regulation and (iii) any property damage, personal injury or death. Vendor agrees that Mirion shall have the right to control and participate in the defense of any such demand, suit or cause of action, and that such suit will not be settled without Mirion's consent.