

## General Terms and Conditions

Payment terms: 30 days net on delivery

Delivery terms: EXW Tallinn, Estonia

Overdue interest: 7%

### General terms and conditions:

Quotation content: This quotation is based on the information available \_\_th of \_\_\_\_ 20\_\_. If the final specifications change from material point of view, Mirion Technologies Selmic reserves the right to adjust pricing.

Payment terms: For every quote equal to or above 25,000 €, Purchaser 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.

Currency rate and metal prices: USD-Euro Based on European Central Bank \_\_th of \_\_\_\_ 20\_\_. If the currency rate change more than +/-2 % (monthly average) Mirion Technologies Selmic reserves right to adjust pricing accordingly.

Prices for precious metals are based on metals based on the prices from \_\_th of \_\_\_\_ 20 Silver (Ag), Gold (Au), Palladium (Pd), Platinum (Pt), Ruthenium (R). If these prices change more than +/-2 % Mirion Technologies Selmic reserves right to adjust pricing accordingly.

Taxes and Tariffs: Purchaser 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 Mirion Technologies Selmic's direct or indirect cost of performance. Mirion Technologies Selmic shall promptly notify Purchaser of any such after-imposed Tariff.

Reservation of title: The products shall remain the property of Mirion Technologies Selmic until paid in full.

**Selmic Oy**

Limited warranty: Mirion Technologies Selmic warrants that the final products are be free from defects in material and workmanship for a period of 1 year from delivery date, or 13 months from labelling if delivery date is not known.

Upon any failure of a product to comply with the above warranty, Purchaser's only remedy and Mirion Technologies Selmic's only obligation is, for Mirion Technologies Selmic, at its option, to repair or replace the defective product. Mirion Technologies Selmic's liability for a defective product shall in no event exceed the purchase price of the product.

Proto series, 0-series and volume series: As prototypes, models or test series are made before the volume production, the Purchaser redeems any excess components or materials acquired for these prototypes, models or test series if the product does not proceed to volume production to Mirion Technologies Selmic according to this quotation. If the project is terminated by the Purchaser, Mirion Technologies Selmic is entitled to invoice the cumulated expenses.

If the volume production is terminated, the Purchaser redeems any excess components or materials acquired for the volume production.

IPR: The Purchaser shall indemnify and hold Mirion Technologies Selmic harmless against all claims based on infringement of patents, design patents, trademarks or other property rights, where such claims result from the manufacture of products by using specification, drawing, sample, pattern, special tool or other equipment provided by the Purchaser.

Export Control: Purchaser 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, Purchaser will refund Mirion Technologies Selmic all costs incurred and compensate all damages suffered due to or in consequence of the breach, including, without limitation, all legal fees.

Other terms: IN NO EVENT WILL MIRION TECHNOLOGIES BE LIABLE TO THE PURCHASER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO ANY AGREEMENT, REGARDLESS OF WHETHER OR NOT MIRION TECHNOLOGIES SELMIC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

In no event shall Mirion Technologies Selmic be liable to the Purchaser in contract, tort or otherwise, whatever the cause thereof, for loss of business or goodwill, loss of revenue or loss of profits or any indirect, special, punitive or consequential damage, howsoever arising under or in connection with this agreement, except in cases of intentional misconduct or gross negligence.

In case the Purchaser delivers and/or owns material or parts ("Purchaser's Materials") used in the manufacturing process by Mirion Technologies Selmic,



**Selmic Oy**

Mirion Technologies Selmic is liable for possible damage to Purchaser's Materials only when such damage is caused by Mirion Technologies Selmic's gross negligence or intentional misconduct. The Purchaser shall maintain an all-risk property insurance covering the Purchaser's Materials against damages during transportation, storage and processing of Purchaser's Materials.

The liability of Mirion Technologies Selmic for any direct costs or damages hereunder shall in no event exceed the purchase price of the products forming the delivery in question, except in cases of intentional misconduct or gross negligence.

The purchaser is responsible for ensuring that the product designed/specified by the purchaser conforms to the requirements of legislation and rules.