

1. These terms govern the sale, license or delivery of any goods (including licenses) or services (hereinafter, "Items") as specified on the front page hereof (the "Order") from Mirion to the purchaser ("Buyer"). 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. Buyer shall pay undisputed invoices no later than 30 days from date of the invoices. If reimbursable travel expenses are invoiced, Mirion 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. Orders for standard Items 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 Items and orders that have shipped may not be cancelled or returned

**3. TAXES.** 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. If any withholding taxes apply, Buyer will gross up the invoiced amount to ensure that, after such withholding, Mirion receives the full amount invoiced. Buyer will supply Mirion with an appropriate tax exemption certificate, if Buyer claims exemption from any tax, charge or duty.

**4. DELIVERY.** Delivery will be EXW (Incoterms 2010) Mirion's site. Mirion 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. The Items will be delivered for shipment in standard commercial packaging. Special or export packaging may be separately invoiced.

## **5. WARRANTIES.**

5.1. Mirion warrants that (a) Items will be free from defect in design, workmanship and materials, and when used in accordance with Mirion's instructions and requirements, will perform substantially in accordance with Mirion's published technical specifications; 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 Mirion within twelve (12) months from the delivery date of the affected Items, and the services warranty is valid for claims received within ninety (90) days from performance of the services (each a, "Warranty Period").

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 Mirion's sole liability, will be for Mirion to use commercially reasonable efforts to provide Buyer with, in Mirion's discretion either replacement or repaired Items, to conform to Mirion's Limited Warranty, as set forth herein. For services warranty claims during the Warranty Period, Buyer's sole and exclusive remedy and Mirion's sole liability will be, in Mirion's discretion, to either re-perform the services, or refund the fees paid to Mirion for such defective services. All Item warranty repairs are performed at Supplier's site. Buyer is responsible for all disassembly, reassembly and re-installation of the Item or sub-assembly in place before or after repair or replacement. Risks and costs resulting from transport of the Item 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 Item is installed. If Supplier so agrees, Buyer agrees that all of Supplier's expenses resulting from travel (e.g. employee travel costs, shipping of Items and equipment required for the repairs, accommodation, travel time, and access to the installations) will be borne by Buyer.

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 Mirion as suited for use with the Items; (b) Buyer's failure to follow Mirion's instructions or to operate the Items under normal conditions; (c) acts or omissions of persons other than Mirion or its authorized representatives; (d) installation or maintenance of Items by someone other than Mirion or persons

certified by Mirion; (e) abuse, use at an unsafe or not suitable site; (f) Force Majeure; or (f) normal wear and tear.

5.4. 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.

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. LIABILITY.** IN NO EVENT SHALL MIRION BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OVERHEAD, OR OPPORTUNITY COSTS. MIRION'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID, OR PAYABLE TO MIRION UNDER THE ORDER COVERED HEREBY, AND IF SUCH DAMAGES RELATE TO BUYER'S USE OF THE ITEMS, THEN SUCH LIABILITY WILL BE LIMITED TO FEES PAID FOR THE RELEVANT ITEMS 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 for: (a) any infringement, misappropriation, unauthorized disclosure or misuse of Mirion's proprietary information or intellectual property rights; or (b) any breach by the Buyer of Applicable Laws.

**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"). 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 Items to any country to which such export or transmission is restricted or prohibited under Applicable Laws. Mirion 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.

**8. PROPERTY RIGHTS.** Mirion retains all proprietary rights in and to all designs, engineering details and other data pertaining to any Items except where rights are assigned under written agreement by a corporate officer of Mirion. The Items 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 Mirion's proprietary rights. Notwithstanding the foregoing, software provided with the Items is licensed to Buyer 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 Mirion, nor copied (except for back up purposes).

## **9. GENERAL**

9.1. 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.

9.2. Buyer may not assign or subcontract this Order without the written consent of Mirion.

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

9.4. No amendments or modifications will be valid or binding unless in writing and signed by both parties.

9.5. The Order sets forth the complete agreement between the parties and supersedes all prior or contemporaneous communications

9.6. 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.

9.7. Parties will comply with all applicable laws and regulations. .

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

9.9. 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.

9.10. Buyer and Mirion understand and agree that Buyer'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 BUYER OR ITS EMPLOYEES. SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE RESPONSIBILITY OF BUYER.** Mirion shall not procure liability, workers' compensation, unemployment or other insurance on behalf of Buyer or its employees.

9.11. Buyer waives any claim it might have against Mirion for, and agrees to indemnify and save harmless Mirion 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. "Nuclear energy hazards" will mean the hazardous properties of nuclear materials. Hazardous properties include radioactive, toxic or explosive properties of nuclear material.