

## **Mirion Medical Custom Products Addendum**

This Custom Products Addendum is incorporated by reference into the agreement to which this Addendum is attached, or the agreement which specifically names and incorporates this Addendum by reference (collectively, the "Agreement"). To the extent that the Agreement includes the purchase of Custom Products (as defined below) by Buyer, the following additional terms and conditions apply. Any terms not specifically defined herein shall have the meanings ascribed to them in the Agreement.

### **1. Custom Products**

"Custom Products" includes any Products purchased by Buyer for which Seller has customized or altered the Product in some way that makes the Product different than Seller's standard or "off the shelf" Product offering. This may include Products for which Seller has created or assigned a Buyer-specific part number, or may be defined on the quote using a "CUST" part number. This definition includes Products customized by Seller at Buyer's instruction or manufactured by Seller pursuant to Buyer's specifications, and also includes Product customized by the Buyer after delivery by Seller.

2. Any Custom Products purchased by Buyer are excluded from the Warranty provided in the Agreement, and are provided AS IS with no warranties (either express or implied).

3. Seller shall have no liability to Buyer with respect to the sale, use, or operation of the Custom Products, and Custom Products are excluded from the indemnities provided by Seller under the terms of the Agreement. Further, Buyer agrees to defend Seller from and against any third-party claims brought against Seller that any Custom Product sold or Custom 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 Seller 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.

4. In the instance of any conflict between this Addendum and the other terms of the Agreement, the terms of this Addendum shall supersede and apply.