

THESE TERMS AND CONDITIONS OF PURCHASE ("T&Cs") GOVERN ANY ORDER ("ORDER") OF GOODS (INCLUDING LICENSES) OR SERVICES (COLLECTIVELY, "PRODUCTS") BY MIRION TECHNOLOGIES (MGPI) SAS ("MIRION") FROM ANY VENDOR THEREOF ("VENDOR"). MIRION DOES NOT ACCEPT, AND HEREBY REJECTS, ANY ADDITIONAL OR DIFFERENT TERMS, UNLESS SPECIFICALLY AGREED BY BOTH PARTIES. BY ACCEPTING ORDER, VENDOR AGREES TO THESE T&Cs.

**1. PURCHASE ORDER.** Acceptance of this Order is expressly limited to the terms hereof. Vendor's requests to amend any of the terms hereof shall be notified to Mirion in writing within five (5) business days after the date hereof and shall not be valid unless specifically agreed in writing by Mirion. Such particular terms shall be mentioned in the Purchase Order, which will be the only document prevailing on the T&Cs hereof. Vendor shall withhold delivery or performance until such objection is settled. If Vendor does not object to those T&Cs within that time, they will be considered tacitly accepted. If this Order has been issued by Mirion in response to an offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by Mirion shall constitute an acceptance of such offer subject to the express condition that Vendor agrees to the additional and different terms set forth in this Order, including these standard Terms and Conditions for Purchase of Goods and Services, which prevail over all contrary general and particular terms and conditions of sale contained in the Vendor's quotes or order confirmations.

**2. ORDER CHANGES.** Prior to completion of the Order, Mirion may make changes in the specifications, designs or drawings, or other description to which the Products are to conform by providing Vendor with a written notification. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work, an equitable adjustment may be made in the price or delivery schedule, or both, and this Order will be adjusted in writing accordingly. Any claim by Vendor regarding the aforementioned adjustment must be made in writing within five (5) business days of the receipt of notice of the changes. In order to make adjustments to suit Mirion's manufacturing programs, Mirion reserves the right to modify the delivery dates and supply quantities stated in the Order at no additional cost to Mirion or right to compensation to Vendor. Modifications shall be deemed tacitly accepted unless Vendor has stated his disagreement in writing within five (5) business days of Mirion's notification of such modification. Vendor may not substitute any components or materials in the Order or assign or subcontract this Order without the prior written consent of Mirion. Notwithstanding Mirion's approval of subcontract, Vendor remains solely and wholly responsible for the performance of the order, including the subcontracted part of it.

**3. DELIVERY.** Unless otherwise specifically agreed in writing, Products shall be delivered to Incoterms @ICC 2020 DAP at the delivery place stated on the Order. Each delivery must be made together with a delivery note specifying the order references, the type of delivery, the shipping date, the sender's address and the addressee's address, the quantity and description of the packages, the details of the contents of each package, their gross and net weight and the details of the contents of each package (per line of items: qty-Mirion's reference-HST code, origin, Export Control classification Regulation (dual use or military) reference with list number when applicable). The delivery note shall be inserted into one of the packages identified as the bearer of the delivery note. A copy of the delivery note must be sent on the same day as the shipment to the email address mentioned on the Order. Delivery note, order and tracking numbers (batches or series) must be provided in the form of EAN128 barcode labels. Vendor shall give Mirion at least ten (10) business days' written notice prior to the expected delivery date of any late delivery and shall take all necessary action to reduce the delay. Any events that change the contractual deadlines must be immediately brought to the attention of Mirion who can then, at its discretion, approve a revised deadline without giving Vendor any right to compensation. The lead times are essential to Mirion. In the event of a delay in contractual deadlines set out in the Order, Mirion will charge late penalties equal to 2% per working day of delay of the price of the Order. Such penalties shall not go higher than 20% of the total value of the Order. Mirion may rescind all or any part of this Order in the event of any delay by Vendor.

**4. ACCEPTANCE.** Delivered products shall be accepted in quantity terms only after a first visual inspection by Mirion ("Visual Inspection"). Visual Inspection shall no last longer than fifteen (15) working days. Mirion shall have a reasonable time, but not more than ninety (90) days after receipt to inspect and

test the Products tendered by Vendor ("Quality Inspection"). The Products shall be actually accepted after Quality Inspection only and shall be deemed accepted if Mirion has not rejected them after this Inspection. Payment shall not be deemed acceptance. During those Inspections, if any of the Products delivered are found to be defective or not in conformity with the specifications mentioned in the Order, Mirion will reject and return these Products at Vendor's expense on the base of Incoterms @ICC 2020 FCA at the delivery place stated on the Order and Mirion will at its discretion (a) require Vendor to replace Products with Products in accordance with this Order, the return of such Products shall be on the base of Incoterms @ICC 2020 DAP at the delivery place stated on the Order, or (b) require a refund of these Products from Vendor, or (c) require the value from any outstanding balance due by Mirion to Vendor to be subtracted. Mirion will have no payment obligation for any of the Products not accepted by Mirion. Title to and risks regarding the Products shall only pass to Mirion upon actual or deemed acceptance of the Products. Acceptance of any Product does not constitute a waiver of any warranty.

**5. INVOICES.** Invoices shall contain the following information as applicable: purchase Order number, line item number, Mirion part number and/or description of materials or service(s), quantity, unit of issue, unit price, extended totals, qty-Mirion's reference-HST code, origin, Export Control classification Regulation (dual or military) reference with list number when applicable. Any applicable taxes, or taxes exemption terms, shall be shown separately on the invoice. Invoices shall be issued in duplicate and addressed to Mirion's accounts payable department ([accounting-lmn-fr@mirion.com](mailto:accounting-lmn-fr@mirion.com)) or at any other place listed on the Order. Mirion will be invoiced upon delivery of the Products according to applicable Incoterm. Mirion will not be able to pay invoices issued more than ninety (90) days after delivery date.

**6. PAYMENT.** Quoted prices are firm for ninety (90) days as of the day of quote and are not subject to review. They shall include all duty and tax (except VAT) and all other expenses incurred by Vendor in production and delivery of the Products to the place stated on the Order. Mirion shall pay undisputed invoices no later than sixty (60) days net from receipt of the invoices. If requested by Mirion, and permitted by law, Vendor shall combine or separate Products on an invoice in order to minimize taxes. Mirion will not be responsible for any currency rate changes. If reasonable documented incidental or additional costs, approved by Mirion prior to being incurred, are invoiced, Vendor shall submit an itemization and documentation of any such expenses. Such costs shall lead to an express modification in the Order.

**7. INTELLECTUAL PROPERTY RIGHTS.** All software (including modifications and documentation), products, inventions, documents, writings, and other materials developed by Vendor and commissioned by Mirion (collectively, the "Developments") shall be the sole and exclusive property of Mirion. Vendor agrees that the Developments shall constitute commissioned creations or inventions 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 commissioned creations or inventions, Vendor hereby assigns to Mirion, without additional consideration, all right, title and interest and all Intellectual Property Rights in such Developments and all extensions and renewals thereof. Vendor agrees to execute any documents necessary for Mirion to establish, preserve, perfect, or enforce its Intellectual Property Rights in the Developments if so requested by Mirion. Unless otherwise agreed, Vendor renounces and agrees not to assert, to the extent permitted by law, the exercise of its paternity right and its integrity right and undertakes to at least respect the moral right to paternity in accordance with fair and prevailing professional customs. Unless otherwise agreed, Vendor acknowledges that he will have exhausted its right of division with regard to the Products by the material communication of the Products to Mirion. Vendor agrees that the aforementioned agreement regarding moral rights (paternity right, integrity right, right of division) does not constitute

a global waiver of the future exercise of a moral right and are limited and clearly defined.

**8. DELIVERED SUPPLIES.** Mirion may deliver to Vendor designs, drawings, samples, equipment, supplies and other documents (collectively “Delivered Supplies”). Copyright and intellectual property rights attaching to Delivered Supplies shall be the property of Mirion and may not at any time be reproduced or disclosed to any third party without Mirion’s prior written agreement. Delivered Supplies provided by Mirion for the performance of the order must be returned to it at the end of the execution of the Order.

**9. INTERNAL RULES IN MIRION ESTABLISHMENTS.** In the event of performance of the order in one of Mirion’s establishments, the Contractor undertakes to comply with and to ensure his personnel comply with the rules applicable in the said Establishment, and he acknowledges that he has taken note of these rules. By acceptance of the Order, Vendor certifies that it complies with all its legal and declarative obligations, including but not limited to social security contributions and declarations of foreign workers.

**10. WARRANTIES.** Vendor warrants that all its obligations will be performed in accordance with this Order, as well as potential other contractual documents which apply, best practice, permitting and licensing requirements, and in general all applicable standards and regulations, laws and other official provisions. Upon five (5) business days prior notice, Mirion reserves the right to appoint a Mirion representative or a Mirion client representative to monitor fulfilment of the Order in the workshops of Vendor or its sub-contractors, or at the place of performance of the Order, without these inspections reducing or changing Vendor’s responsibility in any way whatsoever and substituting for the acceptance test(s). Said representatives shall be granted free access during working hours and every facility to enable them to fully complete their work and shall be provided full access to all applicable records to examine the good performance by Vendor. Vendor warrants for two (2) years following delivery or one (1) year following commissioning, whichever is later, that the goods shall be merchantable, fit for their intended purpose and without any hidden defects, and shall conform to specifications or description provided by Vendor. Vendor warrants that the goods shall be free from any defects, are free from all liens, claims, or encumbrances, and do not infringe third party intellectual property rights. As to any services, Vendor warrants for two (2) years following performance (“Guarantee Period”), that the services shall conform to the highest standards of practice, shall be free from defects and reflect professional knowledge and judgment. During this period, Mirion may return to Vendor, on the base of Incoterms @ICC 2020 FCA at the delivery place stated on the Order, for full refund any Products which do not meet these warranties, or Mirion may require correction or replacement of such Products at Vendor’s expense, on the base of Incoterms @ICC 2020 DAP at the delivery place stated on the Order. Without prejudice to all other rights, Mirion shall be entitled to fixed compensation of 200 Euros per non-conformity imputable to Vendor. In the event of modification, repair or continuation of performance, the Guarantee Period is extended by a period equal to that of the unavailability of the supplies, works or services. In the event of replacement, the Guarantee Period starts again and runs for two (2) years from the date of replacement.

**11. CONFIDENTIALITY.** Any information relating to the Order, belonging to Mirion or generated by the execution of the Order, as well as any information relating to Mirion and its activities, and which is not in the public domain, is confidential. Consequently, Vendor undertakes not to communicate to third parties, nor publish, in any way and in any form, or exploit for purposes other than that of the execution of the Order, the confidential information belonging to Mirion, unless prior express authorization from Mirion. Vendor shall ensure that its personnel, suppliers and subcontractors comply with the above obligations.

**12. INDEMNITY.** 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, costs or expenses (including court costs and reasonable attorneys’ fees) incurred by Mirion in connection with (i) performance of the Order, including failure to meet the delivery date or as a result of defective supplies, (ii) any claim that the Products infringe or misappropriate a copyright, patent, trademark, trade secret, or any other intellectual property or proprietary right of any third party, (iii) Vendor’s breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, treaty, or regulation and (iv) any property damage, personal injury or death which results from the Products provided hereunder. Vendor agrees that Mirion shall have the right to control and participate in the defense

of any such demand, suit or cause of action concerning matters that relate to Mirion, and that such suit will not be settled without Mirion’s consent.

**13. 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. Vendor represents and warrants to Mirion that it has in place with reputable insurers all insurance policies necessary to cover its liability, in amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and Services provided hereunder.

**14. INDEPENDENT CONTRACTOR RELATIONSHIP.** No agency or partnership relationship is created between Vendor and Mirion as a result of the transaction which is the subject matter of this Order. Vendor and Mirion understand and agree that Vendor’s relationship to Mirion shall be that of an independent contractor. Vendor shall in no way be considered as an employee of Mirion. Vendor acts solely for its own account. 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.

**15. APPLICABLE LAWS AND COMPLIANCE.** (1) **Export control.** The Products listed on this quote may be subject to the export control laws and regulations of France, the European Union, its Member States and other countries, including of the United States (collectively, “Applicable Laws”). Vendor agrees to comply with all Applicable Laws and its obligation of mention in relevant documents any clear information on items subject to controls. (2) **Sustainable Development.** In accordance with principles of sustainable development, Mirion is committed to security improvement, individuals’ protection and the environment improvement. Vendor is required to comply with applicable employment, social and environmental laws and regulations, including but not limited to (i) Regulation (EC) No 1907/2006 (REACH) of 18 December 2006, (ii) Decree No 2013-988 of 6 November 2013 (transposing Directive 2011/65/EU (ROSH) of 8 June 2011) and (iii) Decree No 2014-928 of 19 August 2014 (transposing Directive 2012/96/EU (WEEE) of 4 July 2012). No contrary provision by Vendor aimed at transferring his obligations to the purchaser (whether stated in Vendor’s general Terms and Conditions, catalogues, quotes, invoices, letters, or other commercial document) may be asserted against Mirion unless previously and specifically agreed in writing by Mirion. (3) **Compliance.** Vendor will at all times conduct its business in a lawful manner and hereby agrees to comply with [Mirion’s Supplier Code of Conduct](#). Vendor acknowledges that Mirion works in the nuclear field and hereby agrees to comply with [Mirion’s Nuclear Safety Culture].

**16. TERMINATION.** Mirion may partially or fully terminate this Order at its discretion, by simple notice to Vendor, (i) in exchange for a fixed amount compensation regarding already delivered Products, or (ii) until actual or deemed confirmation of the Order by Vendor, or (iii) if Vendor fails to meet its obligations under those T&C’s.

**17. MISCELLANEOUS.** This Order and the relationship between parties are governed by the substantive and procedural laws of France, without application of conflict of law principles, with exclusive jurisdiction of the competent courts of Mirion’s corporate location. Any provision of this Order held to be invalid or unenforceable under applicable law shall be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Order shall remain in full force and effect. The waiver by either party of any breach of this Order shall not constitute a waiver of any other or subsequent breach. Vendor shall protect as confidential information all facts relating to the transaction which is the subject of this Order, including all information relating to Mirion and its activities which is not in the public domain. 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, or contracted to furnish Products hereunder, or use any mark or name of or otherwise refer to Mirion without the written consent of Mirion. Vendor vouches for the fulfillment of the above obligations by his personnel, his suppliers, and his subcontractors.