

## Terms and conditions of Sale

**1. TERMS AND CONDITIONS.** Unless otherwise agreed in writing, these terms and conditions of sale (“T&Cs”) govern any quote, order, PO, and any sale, license or delivery of goods (“Goods”) or services (Services) (Goods and Services collectively, “Products”) by Mirion Technologies (Canberra BNLS) NV (“Mirion”) to any buyer thereof (“Buyer”). Mirion does not accept, and hereby rejects, any additional or different terms, including the proper terms and conditions of Buyer. By placing an order, Buyer accepts the T&Cs of Mirion. The knowledge and acceptance of these T&Cs by Buyer cannot be contested if they were included in or accompanying an offer made by Mirion to Buyer, which was afterwards confirmed by Buyer, or a purchase order, contrary to the proper terms and conditions of Buyer.

**2. PAYMENT TERMS.** All invoices are due 30 days from the date of invoice. Payment must be made at the registered office of Mirion in Zellik, Belgium. Under no circumstances can Buyer suspend his payment obligations. From their due date all unpaid invoices will be increased, by law and without formal notice, by the base interest rate with an additional 7 percentage points and rounded-up to the nearest half a percentage point and a fixed indemnity of 10% of the outstanding amount on the invoice, except when the actual collection charges – including the costs for legal aid – are higher. In the event of the Buyer’s failure to pay on a single due date, or failure to fulfill any other contractual obligations, and irrespective of Mirion’s entitlement to compensation for damages, Mirion is entitled to either postpone or rescind the agreement by written notification to that effect. Irrevocable letters of credit can be required for international orders, and Mirion may otherwise decline any order in the absence of satisfactory credit or security arrangements.

### 3. PRICE AND TAXES AND CHARGES.

3.1. Future orders. Mirion has the right to unilaterally change the pricing of future orders. Prices, discounts or payment facilities do not automatically apply to future orders.

3.2. Increased production costs. Mirion has the right to increase the price of Products that have not yet been delivered in the event the production costs undergo an increase after Buyer has placed an order, and provided that these changes in production costs occur in the period between the order and the delivery of the Products.

3.3. Taxes and charges. Unless mentioned otherwise in writing, the price stated in this document does not include taxes, including but not limited to sales taxes, services taxes, and withholding taxes, and all customs duties, charges, insurance, shipping costs or special packaging requested by Buyer. Any such costs will be paid or reimbursed by Buyer.

### 4. DELIVERY.

4.1. Delivery terms. Delivery will be CIP Zellik Belgium, Incoterms 2010.

4.2. Delivery Period. Mirion will estimate lead times. These lead times are always indicative and non-binding. Mirion 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. Mirion may change any delivery date by giving Buyer a written motivated notification setting out the reason of the postponement.

4.3. Acceptance. In the absence of a written contestation by Buyer, the Products shall be deemed accepted by Buyer 10 days upon delivery of the Products.

4.4. Packaging. Unless otherwise agreed in writing, the Products will be packaged for shipment using SEI 4B packaging except in the case, of spare parts which shall be packaged using SEI 4C packaging.

**5. TITLE.** As long as the delivered Products are unpaid, they remain the exclusive property of Mirion, regardless of whether the Products have been processed or pledged. This retention of title also covers all accessory costs, such as transaction costs, packaging and transport costs, default interests, etc. Mirion may use pre-payments paid by Buyer to compensate any depreciation and/or the accessory costs.

**6. ORDER TERMINATION.** Orders regarding Goods for which customization is not required and commercial off the shelf Goods (“Standard Goods”) may be terminated with a termination fee (including lost benefits and useless costs) of (i) 20% if terminated 60 days or more before scheduled delivery, or (ii) 35% if less than 60 days before scheduled delivery. Orders regarding Goods for which customization is required (“Non-standard Goods”), and Goods that have been shipped may not be terminated or returned. Services may be terminated with a termination fee (including lost benefits and useless costs) of (i) 20% if cancelled 60 days or more before scheduled performance of the Services, or (ii) 35% if less than 60 days before scheduled performance of the Services.

## 7. LIMITED WARRANTIES.

7.1. Limited Warranty. Mirion warrants that (a) Goods will be free from defect in design, workmanship and materials, and when used in accordance with Mirion 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”). Mirion has an obligation of means for the aforementioned warranted obligations. Buyer has to prove that Mirion has not taken the necessary care that may be expected of it when delivering the Products, and to prove that in case of a defect, the defect could not be determined upon delivery of the Product. For Standard Products, the Warranty is valid for claims received by Mirion within twelve (12) months from the delivery date of the affected Products, for Non-standard Products, the Warranty is valid for claims received by Mirion within (i) twelve (12) months from installation, or eighteen (18) months from delivery, whichever is the earliest, and the Services Warranty is valid for claims received within ninety (90) days from performance of the Services (each respective periods hereinafter: “Warranty Period”).

7.2. Exclusive Remedies. 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 repayment of the invoiced price of the related Goods, replacement or repaired Goods, 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 price paid to Mirion for such defective Services. All Product Warranty repairs are performed at Mirion’s site (in Zellik, Belgium), unless otherwise agreed in writing. Buyer is responsible for all disassembly, reassembly and re-installation of the Product. Risks and costs resulting from transport of the Products or sub-assemblies related to the Warranty services are born by Buyer and costs are to be paid by Buyer.

7.3. Exclusions. Buyer has no Warranty rights for contaminated Products or defects caused by (a) use of the Products with other goods or equipment not expressly specified in writing by Mirion as suited for use with the Products; (b) Buyer’s failure to follow Mirion’s instructions or to operate the Products under normal conditions; (c) acts or omissions of persons other than Mirion or its authorized representatives; (d) installation or maintenance of Products by someone other than Mirion or persons certified by Mirion; (e) abuse, use at an unsafe or not suitable site; (f) Force Majeure; or (g) normal wear and tear.

7.4. Misc.: All Warranty claims must be made in writing within the Warranty Period and include a detailed description of the alleged defect. 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 with an additional Warranty of twelve (12) months on components.

### 7.5. Limitations

The Warranty obligation of Mirion is strictly limited to the aforementioned.

**8. BREACH OF CONTRACT.** Any (a) failure to make payment to Mirion for any Products when due; (b) failure to accept upon delivery conforming Products supplied hereunder; (c) return of any delivered Products without the prior written consent of Mirion; (d) filing of a voluntary or involuntary petition in bankruptcy by any third party against Buyer, the institution of any proceedings in insolvency or bankruptcy (including reorganization) against Buyer, the appointment of a trustee or receiver of Buyer, or an assignment for the benefit of Buyer’s creditors; or (e) any other act by Buyer in violation of any of the provisions hereof will constitute a breach by Buyer hereunder. In the event of breach by Buyer, Mirion may rescind and/or suspend the order or agreement in full or in part, without any liability or penalty whatsoever in the event Buyer has not remedied the breach within 14 days after a written notification thereof. Buyer will pay all costs, including reasonable attorneys’ fees, incurred by Mirion in any action brought by Mirion to collect payments owing or to otherwise enforce its rights hereunder. Parties agree that these costs amount to a minimum of 10% of the price of the order or agreement.

**9. LIMITATION OF LIABILITY.** In no event Mirion will be liable for any indirect, incidental, special or consequential damages of Buyer. Mirion is in no way liable for damages caused by the use of Goods in violation of the technical regulations, the safety data sheets and the use maps of the Goods, if any, or after processing of the Goods. Mirion’s aggregate and cumulative liability for damages will in no event exceed the amount of the paid invoice relating to the Goods that caused the damages.

**10. LICENCES and AUTHORIZATIONS.** The Products are subject to the export control laws and regulations of the European Union and its

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Member States and may be subject to the export control laws and regulations of other countries, including the United States (collectively, "Applicable Laws"). Mirion will apply for any export licenses or authorizations that are necessary. Buyer will be required to provide all supporting documents to facilitate the approval thereof, including end user statements. If any export license or authorization is required, the order of or agreement with Buyer is made expressly subject to the issuance of any such license or authorization. Buyer agrees that the lead time does not include the delays necessary to obtain export control licenses or authorizations. Buyer agrees to comply with all Applicable Laws and acknowledges that it will not directly or indirectly export or re-export any Products 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 Products. Buyer hereby agrees to indemnify Mirion and shall be responsible for any claims, damages or liability resulting from the breach of this article.

**11. FORCE MAJEURE AND HARDSHIP.** Except for payment obligations, 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. In the event a Delivery Period is suspended for more than 60 days or deliveries are failed to be delivered because of such cause will be rescinded without liability. Payment obligations for delivered Products will otherwise remain unaffected. If during the contract period there has been any substantial change in the economic circumstances relating to the agreement between parties and either party feels that such change is causing it to suffer substantial economic hardship, parties shall, at the request of either of them, consider together what, if any, adjustments in the agreement are justified to offset or alleviate the said hardship caused by such change.

## **12. NUCLEAR ENERGY HAZARDS AND NUCLEAR INCIDENTS.**

"Nuclear energy hazards" mean hazardous properties of nuclear materials. Hazardous properties include but are not limited to radioactive, toxic or explosive properties of nuclear material. 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.

## **13. GENERAL**

13.1. Proprietary Rights, Software License. Unless otherwise agreed in writing, Mirion retains all proprietary rights in and to all designs, engineering details and other data pertaining to any Products. The Products 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 Products is licensed to Buyer solely for use in connection with the Products 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).

13.2. Severability. The total or partial invalidity or unenforceability of one or more clauses of the T&Cs will not affect the validity of the remaining clauses. If this would be the case, the invalid or unenforceable clause will be deemed to be replaced by a clause that approximates the original common intention of the parties as closely as possible.

13.3. Assignment. Buyer may not assign its rights or obligations under these T&Cs without the prior written consent of Mirion. Mirion may assign these T&Cs without Buyer's consent.

13.4. Waiver. Any waiver by Mirion of any Buyer default must be done in writing and will not be deemed to be a continuing waiver of such default or of any other term or condition.

### 13.5. No imbalance between rights and obligations of parties

Parties agree that these terms and conditions constitute the consensus between parties and that they do not establish an obvious and clear imbalance between the rights and obligations of either party. The stipulated risk distribution had its influence on the price of the Order.

13.6. Amendments. These T&Cs may not be superseded, modified or amended except by Mirion in the quote or in writing and signed by an authorized representative of each party.

13.7. **APPLICABLE LAW AND COMPETENT COURT.** These T&Cs are governed by Belgian law. In the event of a dispute, the courts of Turnhout (Belgium) will have sole jurisdiction.

13.8. **ENTIRE AGREEMENT.** These T&Cs, along with the documents incorporated on the face hereof (but expressly excluding the terms and

conditions of Buyer's PO or similar document) constitute the entire agreement between Buyer and Mirion, and expressly supersede any prior or contemporaneous agreements related to the same subject matter.