



# LEA General Terms and Conditions of Sale

Version : ENR.COM.18.040/03

These General Terms and Conditions of Sale ("GTC") define the terms and conditions governing the supply of Goods by the **Laboratoire d'Étalons d'Activité** ("LEA"), a *Société par Actions Simplifiée* with a capital of € 250,000, registered under the number 538 613 613 (Nanterre Trade and Companies Registry), whose registered office is located at 125 Avenue de Paris in Châtillon (92320), France.

LEA is hereinafter referred to as "LEA", the "Seller" or the "Used Sources Collector" in case of return of used sources ("Used Sources") and the other Party as named in the offer is hereinafter referred to as the "Buyer".

Seller/Used Sources Collector and Buyer are hereinafter referred to individually as the "Party" and collectively as the "Parties".

The term "Good(s)" includes, but is not limited to, radioactive materials, sealed and unsealed sources, technology, equipment, accessories, product development, and other products or services.

These GTC shall prevail over any purchasing conditions.

## 1 Offer - Acceptance - Formation of the contract

### 1.1 Offer

The sales offer is hereinafter referred to as "Sales Offer".

The offer for the return of the Used Sources, as mentioned in Article 7, is hereinafter referred to as "Used Sources Return Offer".

Unless otherwise stipulated in the Sales Offer or in the Used Sources Return Offer or unless a written waiver, that offer from the Seller/Used Sources Collector is valid for a period of three (3) calendar months starting from the issuance date.

### 1.2 Acceptance of the offer

The Sales Offer or the Used Sources Return Offer shall be accepted by the Buyer by the sending of an order signed by a duly authorized representative of the Buyer ("Purchase Order").

Acceptance of the Sales Offer or the Used Sources Return Offer implies acceptance of these GTC. Any terms and conditions stated by Buyer in any Purchase Order or Return Order (as defined in Article 7) modifying, adding to, or inconsistent with these GTC shall be deemed non accepted by the Seller/Used Sources Collector and without effect, unless otherwise stated in writing by a duly authorized representative of the Seller/Used Sources Collector.

### 1.3 Acceptance of the order

The Seller/Used Sources Collector shall accept the Purchase Order by sending to the Buyer an acknowledgment of receipt ("ACK").

### 1.4 Formation of the contract

The Parties are deemed to have entered into an agreement ("Contract") on the day the Buyer received the ACK as hereinabove mentioned. In this event:

- i. the Sales Offer or the Used Sources Return Offer shall constitute the Particular Conditions of Sale or return, which may either amend or supplement these GTC; and
- ii. those Particular Conditions of Sale or return and the GTC shall together constitute the Contract, which shall exclusively govern the sale of Goods or return of the Used Sources by the Seller/Used Sources Collector.

As from the date on which the Buyer received the ACK, should the Buyer notify the Seller of its intention to cancel the order, the Buyer shall pay the full price for the corresponding Goods as determined in the Contract after deduction of transportation costs.

Should the Buyer not receive the ACK, the Contract shall be considered as null and void.

The Contract may be modified only by written amendment signed by both Parties.

## 2 Specifications of the Goods

Unless otherwise mentioned in the Contract, radioactive sources supplied by Seller shall have a fabrication tolerance of -30%/+30%.

Measurement uncertainties specified in the Sales Offer are only indicative, i.e. they may change, in particular according to the uncertainties provided by primary laboratories to which Seller's equipment are connected.

For sources with a COFRAC certificate, information about the scope of LEA's No. 2-6386 accreditation can be found on COFRAC's website (available on [www.cofrac.fr](http://www.cofrac.fr)). For non-COFRAC sources, certificates shall neither be presumed to be in conformity with the accreditation standards nor be presumed to be covered by international mutual recognition agreements.

Any reproduction of the COFRAC Calibration accreditation mark No. 2-6386 and combined ILAC MRA mark by the Buyer is not permitted.

## 3 Delivery of the Goods

All delivery dates are estimated as accurately as possible. The Seller undertakes

to use all reasonable means at its disposal to respect the delivery date indicated. Notwithstanding the foregoing, should the delivery be delayed or should the Seller be unable to deliver, the Seller shall not be liable for any cause which is unavoidable or beyond the Seller's reasonable control, or for Force Majeure event, which includes, but is not limited to, delay of carrier(s), failure of a supplier to make timely delivery, delay due to requirements of the authorities, delay due to technical or regulatory constraints. If any such delay occurs, the delivery time will be extended accordingly.

Should the Seller be unable to deliver the Goods, the Seller shall so advise the Buyer as soon as possible and shall make its best efforts to find the best solution with the Buyer, which may consist, if relevant, in the payment of an additional amount to be borne by the Buyer in case of a technical feasibility problem.

If no solution can be found or accepted by the Buyer, any Party shall cancel the said delivery.

## 4 Acceptance procedure of the Goods

The acceptance or rejection of the Goods by the Buyer must occur within one (1) calendar month following the delivery date and before any use, by written notification sent with acknowledgment of receipt. Without such acceptance or rejection received within this period, the delivered Goods shall be deemed definitively accepted.

Any rejection of the Goods shall be duly justified in writing and detail the alleged defect and/or non-compliance with the contractual specifications relating to the Goods ("Non-compliance"). In this case, the Parties agree on the conditions of the technical analyzes to be carried out.

If Non-compliance is confirmed once said technical analyzes have been made, the Seller may choose between (i) repairing or having the Goods repaired, or (ii) replacing the Goods with identical Goods compliant with the contractual specifications or (iii) reimburse the Purchaser for the price paid for the Goods which are defective or affected by Non-compliance, excluding transportation costs.

A description of the Seller claims process is available upon request.

## 5 Warranties

The Seller warrants that at the time of shipment the Goods sold are free from defects / Non-compliance.

Once the Goods have been accepted by the Buyer, no warranty shall be granted. Therefore, the warranty shall not apply to any Non-compliance caused by the breakage or any use or misuse of the Goods by the Buyer, its employees or any other person. The Seller shall not be held liable for such Non-compliance and the Buyer shall hold the Seller harmless against the consequences of the breakage or any use or misuse of the Goods by the Buyer, its employees or any other person.

The Seller makes no other warranty of any kind, express or implied, including but not limited to any warranty of merchantability or fitness for any particular purpose, with respect to the Goods.

## 6 Price - Payment terms

Unless otherwise expressed in the Contract, quoted prices for the Goods are in Euros. The price does not include VAT which shall be paid according to the national and European law in force when the taxable event shall occur.

Invoices shall be payable within thirty (30) days from the invoice date.

The Buyer shall pay the amount invoiced by wire transfer to the bank account designated by the Seller/Used Sources Collector in the invoice.

Sums due and remaining outstanding at the due date shall bear interest equal to 3 times the EURIBOR (Euro Interbank Offered Rate) determined on the due date.

Additionally, the Purchaser is automatically debtor of a lump sum indemnity for recovery costs which is fixed by Decree No. 2012-1115 and is currently equal to forty euros (EUR 40) for each overdue invoice.

## 7 Return of Used radioactive Sources

The Seller undertakes to collect expired or disused sealed radioactive sources ("Used Sources") which it has previously delivered according to the French regulations in force. The costs of return of the Used Sources will be borne by the Buyer under the conditions defined in paragraphs (ii) to (vii) below.

The procedures for implementing the return of the Used Sources are specified to the Buyer in writing upon the sending of Used Sources Return Offer.

The Buyer confirms its request by issuing a return order ("Return Order").

The Used Sources Collector shall accept the Return Order by sending an acknowledgment of receipt ("ACK").

In all circumstances, the following terms and conditions shall apply:



# LEA General Terms and Conditions of Sale

Version : ENR.COM.18.040/03

- (i) The Buyer shall provide the relevant documents to the Used Sources Collector related to each of the Used Sources, including but not limited to the copy of the original certificate of the sources and a non-contamination certificate.
- (ii) The cost of return of the Used Sources and the transportation costs shall be specified in the Used Sources Return Offer.
- (iii) Additional specific charges may be applied by the Used Sources Collector according to its policy (price list available upon request, subject to annual update). Said charges may include, without being limited to:
  - specific handling charges in case sources are contaminated or damaged;
  - specific charges in case of non-compliant transport or packaging (in particular in the case where the original packaging is not kept by the Buyer for Sources which have not been manufactured by the Seller);
  - specific charges for recovery of missing documentation.
- (iv) Once ACK has been sent by the Used Sources Collector, the Used Sources must be returned by Buyer to the Used Sources Collector within one (1) calendar month. Otherwise, additional charges may apply. If the Used Sources has not been effectively sent back and received by the Used Sources Collector within three (3) calendar months after ACK has been sent by the Used Sources Collector, the Used Sources Collector shall be entitled to cancel the Return Order and invoice Buyer 50% of the amount stated in the Used Sources Return Offer accepted by Buyer. In such case, the Used Sources Collector shall notify Buyer accordingly and shall issue a new Used Sources Return Offer.
- (v) The Buyer shall return the Used Sources in the condition in which those sources were delivered, i.e. without any additional conditioning.
- (vi) In any event, the request for the Used Sources return must be made within time limits enabling the collection of those Used Sources before the expiration date of those Used Sources (including but not limited to, administrative processing time and transportation time). In particular, if the Used Sources were manufactured in Russia, the effective return of the Used Sources to the Used Sources Collector must imperatively be performed six (6) months prior to the expiration date of those Used Sources.
- (vii) In case of non-compliance with the obligations as listed above, the Buyer shall bear the resulting additional costs.

## 8 Transfer of title and transfer of risk

### 8.1 Goods

Title to the Goods sold to the Buyer and delivered under the Contract shall pass from the Seller to the Buyer upon their delivery as defined in the Particular Conditions of Sale.

Risk of loss of or damage to the Goods sold to the Buyer shall pass from the Seller to the Buyer as determined by the Incoterm referred to in the Particular Conditions of Sale or DAP (Incoterm Incoterm 2020) if not stipulated.

### 8.2 Used Sources

For Used Sources shipped back from Buyer to Used Sources Collector, the title to the Used Sources shall pass from Buyer to Used Sources Collector upon the issuance of the Used Sources return certificate by the Used Sources Collector.

Risk of loss or damage to the Used Sources shall pass from Buyer to the Used Sources Collector as determined by the Incoterm referred to in the Used Sources Return Offer, or DAP (Incoterm 2020) if not stipulated.

## 9 Nuclear contamination

The Seller is liable, holds harmless, indemnifies and waives, as well as its insurers, any right of recourse against the Buyer and its insurers for any damage of nuclear contamination caused to persons and property occurring during the transportation of the Goods until the transfer of risk to the Buyer according to the Incoterm referred to in the Particular Conditions of Sale or if not stipulated in the Particular Conditions of Sale, according to the Incoterm stipulated in Article 8. The Buyer holds harmless, indemnifies and waives, as well as its insurers, any rights of recourse against the Seller and its insurers for any damage of nuclear contamination caused to persons and property occurring in and from the site of the Buyer.

## 10 Limitation of liability

The Seller/Used Sources Collector shall not in any event be liable for any indirect, incidental, or special damages of any kind, including, but not limited to, loss of use of, or loss of production, business interruption, loss of profits or loss of contractual opportunity by the other Party.

In any event and notwithstanding the provisions of the Sales Offer or the Used Sources Return Offer, the Particular Conditions of Sale or return or the GTC, the Seller's/Used Sources Collector's liability to the other Party shall be limited to the amount of the Contract. However, this limit does not apply in case of gross negligence or willful misconduct.

## 11 Insurance

The Parties shall subscribe, from a well-known creditworthy company, any insurance policy necessary to cover the risks and liabilities resulting from the applicable legal provisions and from the Contract. The Parties shall maintain the said insurance policies in force for the necessary period.

## 12 Anti-Corruption obligation and Compliance rules

The Parties undertake to respect the principles of Orano group Code of Ethics of which Seller/Used Sources Collector is part. Orano group Code of Ethics is available on the website [www.orano.group](http://www.orano.group).

Each Party represents and warrants that it will comply with all applicable laws, rules and regulations, including, but not limited to, those pertaining to anticorruption and export control, and will take reasonable measures to assure their respective directors, officers, employees, agents and representatives so comply. Without limitation of the foregoing, each Party represents and warrants that it will refrain from promising, offering, or giving anything of value, directly or indirectly, to persons or entities for the purpose of obtaining or retaining an improper business advantage, in violation of applicable laws, rules or regulations. Each Party further represents and warrants that it will refrain from illegally promising, offering, or giving anything of value, directly or indirectly to any government official, official political party, party official or candidate for any political office, for the purpose of influencing or inducing any act or decision by any government official or agency.

Each Party shall comply with state regulations governing economic and commercial sanctions and its own compliance policy related thereto, if any. The Parties shall comply with all sanctions of their respective government, the European Union and including those of the U.S. Department of Treasury and U.S. Executive Orders. If a Party or its parent company is placed in the U.S. Specially Designated Nationals and Blocked Persons list ("SDN-list"), the other Party shall have the right, without liability or penalty, either to suspend the Contract performance until the Party or its parent company is removed from the SDN-list or to terminate it ("Sanctions Compliance Rules"). If a Party fails to comply with the Anti-Corruption obligation as hereinabove stipulated and/or is definitively convicted by judicial or arbitral authorities in corruption cases, and/or if a Party fails to comply with the Sanctions Compliance Rules as hereinabove stipulated, the other Party may give to the defaulting Party written notice of its intent to terminate immediately this Contract.

## 13 Safeguards, use of goods - Licenses for dual use goods

**13.1** On the territory of the Member States of the European Atomic Energy Community (Euratom), the materials under the scope of the Contract as well as the products derived therefrom shall be subject to the Safeguards provisions of the Euratom Treaty and its application provisions, as well as the related agreements between Euratom, the Member States and the International Atomic Energy Agency (IAEA).

Moreover, the relevant Safeguards provisions contained in international agreements concluded by Euratom will apply as the case may be. If exported from the Community of Euratom, the radioactive materials and the products derived therefrom shall be subject to the IAEA Safeguards as applicable.

Either within the territory of the Member States or outside the Euratom Community, the radioactive materials covered by the Contract:

- (i) are subject to the obligation of use for exclusively peaceful and non-explosive purposes;
- (ii) shall not be used in a deepwater gas / oil extraction or oil shale operation;
- (iii) shall not be exported to North Korea, Cuba, Iran, Sudan, South Sudan, Syria or the Crimean Region (Ukraine). This prohibition list may change according to the International Sanctions Program put in place by France, Europe and the United States which shall be in force when the Contract shall be executed.

**13.2** The Parties undertake to respect any applicable international, regional and national laws and regulations establishing the export control regime for dual use goods and / or technologies. The Parties undertake to cooperate in obtaining any permit, license or other authorization that may be required by a competent authority for the performance of the Contract. The Buyer will be required to provide an "End User Certificate" for all Goods requiring an export or import



# LEA General Terms and Conditions of Sale

Version : ENR.COM.18.040/03

license.

If the Buyer does not provide or is unable to provide to the Supplier the "end user certificate" in due time, the Seller shall not be held liable for any consequential delay in the implementation of its Contract obligation. In addition, the Seller is entitled to suspend performance of its obligations and must be compensated for the consequences of such suspension.

The Parties shall not be held liable in case of prohibition by the competent authorities to export or import under the Contract and the obligations of the affected Parties will be suspended.

## **14 Assignment**

Neither Party shall assign any of its rights and/or obligations under the Contract to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

## **15 Suspension of the Contract**

The Seller/Used Sources Collector shall be entitled to suspend the performance of the Contract in the event that the Buyer fails to perform its contractual obligations, more particularly the Buyer's failure to pay at the due date or its failure to transfer data and other information, or any authorization or confirmations which it is required to transmit pursuant to the Contract and/or the law and regulations in force during the Contract term.

In the case of suspension, the Seller's/Used Sources Collector's performance time limits shall be automatically extended by the period required to recommence performance of the Contract, and in any event for a period at least equal to the time taken by the Buyer to remedy its failure to perform its contractual obligations.

Such suspension of the Contract shall not grant any right to any compensation for the Buyer.

## **16 Termination**

Upon the Buyer's partial or total failure of any of its obligations under the Contract, the Seller/Used Sources Collector may give to the Buyer written notice of its intent to terminate this Contract, specifying the alleged breach. If the breach is not cured within thirty (30) days after the receipt of such notice, the Seller/Used Sources Collector may terminate for cause this Contract by written notice to the Buyer.

In case of suspension of the Contract under the terms and conditions of Article 15 hereinabove, the Seller/Used Sources Collector may terminate this Contract by written notice to the Buyer if such suspension lasts more than three (3) consecutive months.

Each Party may terminate the Contract under the terms and conditions of last paragraph of Article 12 hereinabove.

Each Party may terminate the Contract under the terms and conditions of Article 17 hereunder. Neither Party shall have any liability of any kind to the other Party as a result of such termination, except as may have accrued prior to the date of occurrence of the event of force majeure causing termination.

In the case of termination resulting from a breach of the Buyer, the Seller/Used Sources Collector may be entitled to claim full payment of the price for the Goods and services delivered and/or in course of delivery on the date of termination, and all other costs incurred at the date of termination.

## **17 Force Majeure**

Neither Party shall be in default or shall be liable for any loss or damage due to delay in, or prevention of, the performance of its obligations, except obligations of payment, under the Contract (the "Affected Party") if such delay or prevention results from a Force Majeure event.

For the purpose of the Contract, Force Majeure event shall include without limitation: wars, riots, or terrorism attacks, epidemics or pandemics, act of God, fire, explosion, earthquake, flood, typhoon, storm or other natural disasters, acts or regulations of any civil or governmental authority, failure of public utilities or common carriers, breakdown of machinery, strikes, or labor conflicts affecting any of the Parties or their subcontractors; and more generally any cause which is not attributable to the fault or negligence of the Party, which is beyond the Party's reasonable control, and which such Party could not avoid or overcome.

The Affected Party shall inform the other Party as soon as possible of the circumstances, consequences and foreseeable length of this event.

The timeframe for the performance of obligations stipulated under the Contract shall be extended to the extent necessary to reflect the effects of such Force Majeure event.

If the Force Majeure event continues for more than three (3) months, the Parties

shall meet to decide whether they wish to renegotiate the Contract or whether it should be terminated.

## **18 Confidentiality**

The Buyer and the Seller/Used Sources Collector shall treat as confidential the contents of the Contract, including but not limited to prices and provisions thereof, and will not disclose such contents or information and communications related thereto to any third party without the prior express written consent of the other Party, which consent shall not be unreasonably withheld.

Disclosures may be made to the extent necessary to ensure the efficient operation of the Contract or to remedy any breach of the agreement contained herein, or as required by a court of competent jurisdiction or any of its national laws and regulations or governmental authorities. In such instances, the Party required to disclose information regarding the Contract shall notify to the other Party, before disclosure, regarding the nature and extent of such disclosure.

This last provision shall not apply in case such disclosure is required from a Party by any of its national laws and regulations, or government agencies.

It may be necessary to disclose such terms, conditions or information to an affiliate entity to the Seller/Used Sources Collector in order to ensure the efficient operation of the Contract.

The provisions of this Article shall survive expiration or termination of this Contract for a period of three (3) years.

## **19 Intellectual property**

Nothing in the GTC, the Contract or the Particular Conditions of Sale between the Parties shall be construed as conferring, expressly or implicitly, on the Buyer any right in the intellectual property rights of the Seller/Used Sources Collector and/or its suppliers.

## **20 Anti-trust**

Where the Buyer is a competitor to the Seller/Used Sources Collector, the Parties undertake to comply strictly with applicable antitrust rules and regulations and shall not in particular, discuss in the course of the offer process and/or in the course of the Contract, any other topics than those directly related to the subject matter of the Contract.

## **21 Change in Law and regulation**

After the signature of the Contract, if a change in the Law or regulation in the country of the Seller/Used Sources Collector or the Buyer occurs which affect the price or the delivery schedule under the Contract, the Parties shall conduct good-faith negotiation as to whether the affected Party may be compensated for the effects of such law or regulation.

## **22 Applicable law - Dispute resolution**

The Sales Offer or the Used Sources Return Offer and the Contract shall be governed by the laws of France, without giving effect to any choice of laws principles. The Parties expressly exclude the application of United Nations Convention on Contracts for the International Sale of Goods.

All disputes arising out or in connection with the Sales Offer or the Used Sources Return Offer and/or the Contract shall be settled through negotiation between the Parties, upon the request of any Party.

In the event that no settlement is reached within sixty (60) days after such written request for negotiation has been given, or within such other period as the Parties may agree in writing, then the Parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce Rules for mediation. If the dispute has not been settled pursuant to the said Rules within sixty (60) days following the filing of a Request for mediation or within such other period as the Parties may agree in writing, then the Parties agree that the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) or three (3) arbitrator(s) appointed according to the said Rules. Such arbitration proceedings shall take place in Paris (France) and shall be conducted in the English language. Any arbitration award made in respect of a dispute referred to arbitration in accordance with this clause shall be final and binding upon the Parties.

The pursuit of disputes shall not confer upon the Parties any right to cease the fulfilment of their obligations under the Contract except for that part of their obligations which is directly the subject matter of the arbitration.