

General Business and Delivery Terms and Conditions of Eckert & Ziegler Isotope Products Sarl

1 GENERAL

- (1) These "General Business and Delivery Terms and Conditions of Eckert & Ziegler Isotope Products Sarl" (hereinafter referred to as "Terms and Conditions") are a direct component of the contractual agreements concluded between the Eckert & Ziegler Isotope Products GmbH (hereinafter referred to as "the Company") and the customers regarding our services. Unless otherwise agreed, all offers, acceptances and services are conducted exclusively on the basis of these Terms and Conditions. Within the framework of an existing business relationship with the customer, the Terms and Conditions are also part of the agreement even if we do not once again expressly make reference to their inclusion.
- (2) The following applies to existing agreements: The customer will be notified in writing of amendments to these Terms and Conditions. If the customer agreed to correspond with the Company via an electronic communication channel within the framework of the business relationship, the amendments may also be communicated in this way, if the type of communication allows the customer to save or print out the amendments in a readable format. They are considered approved if the customer does not object in writing or in any other agreed electronic mode of communication. The notification will include explicit reference to this consequence. The customer must send the objection to the Company within six (6) weeks of the notification of amendment.
- (3) Deviating terms and conditions of the customer are hereby objected to; these are also not deemed to be accepted during execution of the agreement. Sentence 1 also applies to possible provisions on contractual penalties. Other agreements, in particular guarantees, amendments and supplementary agreements, only take effect if the Company expressly agree to such.

2 OFFERS/ORDERS

- (1) The offers of the Company are non-binding and subject to change unless otherwise indicated in the offer.
- (2) Drawings and images, if any, included as part of the offer are to be regarded as approximate only unless otherwise expressly designated as binding in the offer. Offers are subject to changes that are standard in the industry as well as changes that represent technical improvements provided that the use as stipulated in the contract is not impeded.
- (3) The Company retains the ownership of all offer documents. The offer documents may not be duplicated or made accessible to third parties without consent of the Company. Copyright and other rights to intellectual property remain unaffected.
- (4) The agreement takes effect only upon written order confirmation by the Company. If an order confirmation is not sent, the agreement takes effect upon delivery of the goods and the invoice subject to all necessary import and/or export permits. The agreement only takes effect if the customer presents the permit required for handling radioactive substances issued by the French Nuclear Safety Authority (ASN) and the visa issued by the French Nuclear Safety Radioprotection Institute (IRSN-UJES). With regard to outside the EU, the agreement also only takes effect upon presentation of the required permit for handling radioactive substances pursuant to the country's law. The permit must be submitted in German or English. Any costs related to the submission of the permit are borne by the customer.
- (5) As far as the order, and thus the production of the goods, is based on the customer's request before the required permission and/or proof of the handling permit has been presented, goods are not produced.
- (6) If an increase in the production costs of the Company occurs between conclusion of the contract and delivery (e.g. due to increased material or salary costs, exchange rate changes for imported goods, tax increases, etc.), we are entitled to adjust the prices accordingly.

3 DELIVERY AND SHIPPING CONDITIONS

- (1) Dates and deadlines for deliveries and services are to be regarded as approximate only unless such have been agreed upon in writing. With regard to the start date of deadlines for deliveries and services, the date of the order confirmation or the receipt of payment in cases where the customer is obliged to issue advance payment shall prevail. If fixed delivery dates are agreed upon, we hereby object to provisions of the customer regarding possible contractual penalties in the case of non-compliance with the delivery date.
- (2) The customer must ensure that the acceptance of goods is performed by an authorized recipient according to the current valid legal provisions, including as per the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).
- (3) To the extent permitted by law: Deliveries and services of the Company are subject to relevant national and international export control regulations. The customer thus undertakes to
 - (a) comply with all applicable trade sanctions, executive orders, regulations, embargoes, export control laws and restrictions imposed by the Federal Republic of Germany, the United States of America and/or the European Union and/or the United Nations (together "Export Regulations"), concerning goods (hardware and/or software and/or technology and related documents, regardless of the manner in which they are provided) or services manufactured and/or supplied by the Company or its affiliates or subcontractors;

(b) to obtain the pertinent export authorization or to make the export declarations required under applicable law and/or governmental regulations before the Company exports or re-exports goods or parts thereof (collectively "Export Authorization"); and

(c) to fully indemnify the Company from all claims asserted against the Company by authorities or other third parties due to the Customer's failure to comply with the Export Regulations and to reimburse the Company for all damages and expenses incurred in this connection.

The contractually agreed services of the Company and each delivery of the goods or parts thereof are subject to the strict condition of full compliance with the Export Regulations and the obtaining of the Export Authorization. Delays due to export inspections or licensing procedures will suspend deadlines and delivery times. If at any time the goods, services or technologies manufactured, purchased, provided or delivered in accordance with the order confirmation may not be delivered in compliance with the applicable Export Regulations or the required Export Authorizations, the Company will refrain from delivering the goods. In such case, the Company may cancel the relevant order and/or delivery without liability. In particular, the Company is entitled to refrain from delivering the goods to a destination, country or person directly or indirectly prohibited by Export Regulations. The Company will notify the customer of the decision not to deliver goods to countries subject to corresponding Export Regulations via all specific information. The customer will refrain from delivery to a destination, country or person directly or indirectly prohibited by Export Regulations. Claims for damages by the customer due to such delays, if they are not the responsibility of the Company, or such cancellation are excluded. The customer must comply with Export Regulations and obtain the necessary Export Authorization when passing on the goods supplied by the Company (hardware and/or software and/or technology as well as associated documents, irrespective of the way in which they are made available) or the services provided by the Company (including technical support of any kind) to third parties in Germany and abroad.

- (4) If the delivery is delayed for reasons that the customer is responsible for, delayed acceptance and transfer of performance risk takes effect as soon as the Company informs the customer that the shipment is ready for delivery. We are entitled to invoice the customer for all incurred costs, e. g. related to storage. Sentence 2 also applies if the delivery is delayed because the necessary permission and/or proof of handling permit are not available.
- (5) The customer is entitled to withdraw from the agreement pursuant to the statutory provisions only if the Company is responsible for the delay in delivery and the customer sets a reasonable deadline for delivery according to the legal provisions and the Company does not comply with this deadline. The right to withdraw from the agreement according to Sentence 1 is excluded if the customer is solely or predominately responsible for the circumstance that would entitle the customer to withdraw, or when the circumstance arises at a point in time at which the customer is in default of acceptance. Claims for damages are excluded in the above cases. The Company is obliged to notify the customer immediately in every event of lack of availability of deliveries and services.
- (6) Excess or shortfalls in deliveries that are standard in the industry are permissible as far as a specific amount is not required. Partial deliveries are also permissible to a reasonable extent. In this context, each partial delivery is considered an independent legal transaction.
- (7) Upon conclusion of the contract, the customer commissions the Company with shipment or transport of the goods on behalf of the customer. This does not apply if the customer objects in writing to the shipment/transport by the Company within one week of receipt of the order confirmation. In case of dispatch, delivery periods and dates refer to the time of handover for the forwarding agent, carrier, or any other third party commissioned with the transport.
- (8) The Incoterms 2020 agreed in the order confirmation apply. If the delivery is delayed for reasons that the customer is responsible for, the risk is transferred to the customer from the point at which the shipment is ready for dispatch.
- (9) Packaging provided by the Company is to be used for shipping radioactive substances and other goods. The Company charges a usage fee if packaging on loan is used. The packaging on loan is to be returned to the Company within 30 days of shipment free of carriage charges to the address stipulated by the Company. If the loan duration as per Sentence 2 is extended, a loan fee will be charged for each month commenced. Returned packaging must be free of radioactive contamination. The customer is liable for all damages caused by improper handling or any decontamination expenses related to external contamination. Collection costs and additional costs incurred as a result of damages to the containers will be invoiced to the customer.
- (10) Shipping takes place in accordance with the legal provisions regarding the transport of dangerous goods. The Company reserves the right to select the shipping route and mode of shipment. Incurred additional costs based on customer requests will be charged to the customer.

4 PRICES AND PAYMENT CONDITIONS

- (1) The pricing for the agreed services is formed on the basis of the respective valid price list of the Company unless customer-specific price agreements exist. Our prices apply in accordance with Incoterms 2020. Prices are exclusive of the applicable value added tax (VAT). Costs for packaging, shipping, customs, transport and insurance costs, import and export taxes and other taxes will be charged separately.
- (2) Remuneration is to be paid within 60 days of the invoice date without deductions unless otherwise agreed.
- (3) The Company is entitled at any time, even within an ongoing business relationship, to make a delivery in whole or in part only against prepayment. The Company declares a corresponding reservation at the latest with the order confirmation.
- (4) In the event of customer payment default, the Company is entitled to apply default interest at the statutory rate until payment has been made in full. The assertion of further claims for damages is hereby not excluded.
- (5) Regardless of the customer's provisions stating otherwise, the Company is entitled to first apply payments to the customer's earlier debts. The customer is only entitled to exercise its rights of retention or to offset if its counterclaim has been legally established by a court of law, is uncontested or is recognized by the Company in writing. The assertion of rights of retention that is not based on the same contractual relationship is excluded.
- (6) The customer's payment obligation does not lapse if the goods cannot be delivered for reasons that the customer is responsible for and that are not subject to § 3 (3). This applies particularly in the case that documents which provide evidence of the authorization of the customer or of a third party supplied by the customer to receive the goods were not submitted to the Company or were not submitted in full or within the deadline.

5 RETENTION OF TITLE

- (1) The Company reserves the right to retain ownership of the goods ("Retained Goods") until the purchase price has been paid in full even if the goods are installed or passed on (extended retention of title). This also applies to all future deliveries, even if the Company does not explicitly refer to it again.
- (2) In the event of customer payment default, the Company is entitled to prohibit the customer from using Retained Goods or to take them back. Taking back the goods represents a withdrawal from the agreement only if the Company expressly declares such in writing. Additional costs arising from taking back the goods will be invoiced to the customer. Additional costs within the meaning of Sentence 3 include costs related to verification of receipt, assessment or disposal.
- (3) If the Retained Goods are processed by the customer, it is agreed that the processing is carried out in the name and for the account of the Company as manufacturer and the Company directly acquires ownership or, if the processing is made from materials of several owners or the value of the processed object is higher than the value of the Retained goods, co-ownership of the newly created object in proportion to the value of the Retained goods to the value of the newly created object. In the event that no such acquisition of ownership should occur at the seller, the customer transfers his future ownership or co-ownership of the newly created item to the Company as security.
- (4) Retained Goods also include independent detachable installations or installations with special rights if Retained Goods are combined with items of the customer or a third party. If Retained Goods are combined with items that do not belong to the customer, or if the special rights are lost, the Company acquires co-ownership of the new item proportionate to the value of Retained Goods to the other combined items at the time of combination.
- (5) If the customer is not in default, the customer is entitled to sell Retained Goods within ordinary business to third parties. The customer, however, assigns to the Company the claims to which it is entitled arising from the sale including all supplementary agreements. The customer is to ensure that the resulting claims are transferred to the Company. The customer is entitled to call in the surrendered claims in its own name and on its own account until revoked. Provided that the customer fulfills its payment obligations arising from the business relationship, the Company is not entitled to revoke this authorization. If the conditions for revocation exist and the Company has issued declaration of such, the customer is obliged to notify the Company of the unpaid claims and their debtors, to provide the information required for collection and to notify the debtor of the assignment without delay.
- (6) If a third party gains access to Retained Goods, in particular by means of seizure of assets, the customer will notify the third party of the ownership by the Company of the Retained Goods and inform the Company without delay. The customer is not permitted to pledge or assign Retained Goods as security.
- (7) The Company is entitled to withdraw from the contract and/or demand the return of the goods on the basis of the retention of title if the customer acts in breach of contract, in particular if the purchase price due is not paid. The demand for surrender does not also include the declaration of withdrawal; the Company is rather entitled to merely demand the surrender of the goods and to reserve the right of withdrawal. If the customer does not pay the purchase price due, the Company may only assert these rights if the customer has been set a reasonable deadline for payment without success or such a deadline is not required by law.

6 WARRANTY

- (1) The Company guarantees that the goods delivered are free of material defects at the time of transfer of risk. The goods are free of material defects if they are of the contractually agreed quality. If the Company is obliged to assemble the goods, a material defect also exists if the assembly is not conducted properly.
- (2) Warranty is excluded for goods that have been repaired or changed by parties other than those authorized by the Company, have been improperly used or subject to an infringement of duty of care or an accident, or have been operated, maintained or inspected in a manner contrary to the operating instructions provided by the Company.
- (3) The goods delivered are to be inspected with due care for obvious defects by the customer or the third party designated by him without delay upon receipt. The goods are deemed approved if the Company does not receive a written notification of defects within seven (7) calendar days after receipt. If defects could not be detected despite diligent inspection, this deadline shall apply after the defect is detected. It is mandatory that damages to the packaging and other recognizable transport damages to the goods are reported to the carrier, freight forwarder or other person commissioned to perform the shipment at the time of delivery. Defects that are not obvious are to be reported in writing without delay upon appearance, at the latest, however, within one year of transfer of risk.
- (4) With regard to defects, the Company is obliged at their discretion to either eliminate defects or to deliver goods free of defects within a reasonable deadline. The customer is entitled to withdraw from the agreement or reduce the purchase price only if this subsequent performance is unsuccessful or is not performed within a reasonable deadline.
- (5) At request of the Company, the goods that are the subject of the complaint are to be returned to the Company carriage paid and properly packaged. In the event of justified complaints, the Company shall reimburse the necessary costs of returning the goods. Goods are to be returned in accordance with § 9.
- (6) All warranty claims expire within one year after delivery of the goods. This period shall not apply to claims for damages of the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the seller or his vicarious agents, which shall become time-barred in accordance with the statutory provisions in each case.

7 LIABILITY

- (1) Unless otherwise stipulated in these Terms and Conditions, the Company shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) The Company shall be liable for damages – on any legal grounds – within the scope of liability for culpa in cases of intent and gross negligence. In the event of simple negligence, the Company shall only be liable, subject to a milder standard of liability in accordance with the statutory provisions, for damages resulting from injury to life, limb or health and for damages resulting from a not inconsiderable breach of an essential contractual obligation (cardinal obligation). In the latter case, liability is limited to compensation for typical, foreseeable damage.
- (3) The above limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees and vicarious agents of the Company.
- (4) The limitations of liability shall not apply if the Company has fraudulently concealed the defect, exceptionally assumed a guarantee for the quality of the goods or if claims under the Product Liability Act exist for the customer.
- (5) Unless other limitation periods are mandatory under the law, the limitation period for liability claims against the Company is one (1) year, which commences upon the statutory start date of the limitation period. Claims for damages of the customer as well as claims according to the product liability law become time-barred after the legal limitation periods.

8 SERVICES

- (1) Services include work on customer's own radioactive or inactive products and items, in particular installations or dismantling, repairs, integrity tests, refilling, cleaning, decontamination, storage, transportation and other contract work. The performance of these services on the third-party property is conducted at the customer's own risk. Prices are calculated according to the cost of materials and time required, and will be contractually agreed upon. With regard to radioactive products, the measurement results of the Company for the level of radioactivity and emissions are binding.
- (2) All sealed sources accepted for storage, assessment or processing will be inspected for the absence of contamination immediately after receipt. Repairs of leaks or damages to radioactive sources as well as adaptation and refilling will only be performed by the Company on request. Loss of radioactive substances as a result of the condition of the radioactive source or which occur during adaptation or repair work can be settled by the Company up to the set amount stipulated in the order at the contractually agreed costs.
- (3) Suitable and authorized packaging must be used for returning radioactive substances. The customer may also request suitable packaging from the Company for the shipment and use this for shipping. The Company is entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by the Company in writing.

- (4) The costs of transport and return transport are borne by the customer. Sentence 1 does not apply in cases as per § 6 (5). At the request of the customer, insurance against loss and/or damage may be purchased for the transport as well as for the duration of the period in the plants of the Company.

9 RETURN SHIPMENTS

- (1) Return shipments of radioactive substances can be conducted for the purpose of retrieval (including disposal, exploitation or recycling) or based on complaints. The Company only acts as a broker for recycling for selected sources after provision of the associated certificate for the source. The sources must be sealed and free of contamination.
- (2) Taking back sources for recycling as per (1) Sentence 1 is only possible for sources for which the Company or one of their legal predecessors is the distributing company. The Company is obliged to take back sealed sources. Following:
- The French Public Health Code, R. 1333-52 and L. 1333-7,
- and
- Our authorization number F005001 issued by the ASN.
- (3) Prior written consent is required for the return shipment, which takes place at the customer's own risk and expense. The customer must give notice of an appropriate deadline agreed with the Company prior to shipping radioactive substances. The customer is obliged to ensure, that his declaration of the radioactive substances to be returned are in compliance with the acceptance criteria of the Company. For the purpose of Compliance with the relevant dangerous goods regulations the customer is solely responsible for the correct declaration of the radioactive substances to be returned – he is obliged to ensure the conformity of the declaration with the applicable law. This Responsibility of the customer includes especially the correct classification of the radioactive substances, the legally admissible packaging and it's labeling as well as the documentation compliant to the relevant dangerous goods regulations. The customer is liable for the correctness and completeness of the information provided as well as for any damages caused by incorrect or incomplete information.
- (4) Return shipments received by the Company without prior written consent or without prior notification as per (3) will be returned through the Company at the sender's expense. Alternatively, the Company can store the radioactive substances in a shipping warehouse at the customer's expense. The Company is entitled to charge the customer a processing fee for the processing of the return shipment and for any necessary quality control checks.
- (5) Suitable and authorized packaging must be used for returning radioactive substances. The customer may also request suitable packaging from the Company for the shipment and use this for shipping. The Company is entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by the Company in writing.
- (6) The customer bears the costs and risks associated with the return shipment.

10 FORCE MAJEURE/CANCELLATION OF PERMITS

- (1) In cases of force majeure, or other hindrances that are not foreseeable at the conclusion of the agreement or for which the Company is not responsible, which significantly impede or make it impossible to render delivery and services, and in the event that the duration of the hindrance is not temporary, the Company is entitled to withdraw from the agreement without penalty. In the event of temporary hindrance, the deadlines and dates of deliveries and services are extended or postponed by the duration of the hindrance plus an appropriate lead time. Cases of force majeure particularly include any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, fire, explosion, embargo, currency restriction, operational breakdowns of any kind, difficulties in obtaining materials or energy or in obtaining deliveries from suppliers, delays or shortages in transport, non-delivery or late delivery to the Seller, strikes, measures taken by governments in their sovereign capacity, epidemics, pandemics, or any other acts of a similar nature of force.
- (2) If the official permits, which are required for the performance of services from the Company, are cancelled, the Company is entitled to revoke binding offers and withdraw from agreements without penalty.

11 DETERIORATION OF CUSTOMER'S FINANCIAL SITUATION

- (1) If, after conclusion of the agreement, the Company becomes aware of circumstances that call the customer's solvency into question, the Company is entitled to request full payment or an appropriate security before further execution of the contract, or to withdraw from the agreement after providing a reasonable deadline for the full payment or security.
- (2) Circumstances that call the customer's solvency into question particularly include repeated seizure of assets or other enforcement measures and the opening of or the application for insolvency proceedings against the assets of the customer.

12 FINAL PROVISIONS

- (1) The place of jurisdiction for all disputes arising from the contractual relationship is the registered office of the Company.

- (2) The legal transactions of the Company with the customer are subject exclusively to the laws. The UN Convention on Contracts for the International Sale of Good (CISG) does not apply.
- (3) If individual provisions of these Terms and Conditions are or become ineffective in part or in whole, the effectiveness of the other provisions shall remain unaffected. A legally effective provision that comes as close as possible to the economic purpose intended by the ineffective provision as far as legally permissible shall be deemed agreed upon to replace the ineffective provision or ineffective part of the provision. This also applies in the event of a (regulatory) gap. The same applies mutatis mutandis, if the contract should prove incomplete.

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