

**General Terms and Conditions of Orano NCS GmbH for
Goods and Services (“AGBL-NCS”)**

1. General provisions

- 1.1 Orano NCS GmbH (hereinafter: “Orano NCS”) provides goods and/or services for customers (hereinafter: “Services”), primarily in conjunction with the transport of radioactive substances.
- 1.2 The Services are provided under the individually agreed conditions as well as subject to these AGBL-NCS. Binding statutory provisions remain unaffected hereby. The AGBL-NCS can be found on the website of Orano NCS under www.orano-ncs.com. At the customer’s request, they shall also be provided to the customer in text form.
- 1.3 General terms and conditions and purchase conditions of the customer shall apply only where Orano NCS has explicitly agreed to these in writing. References by the customer to the customer’s terms and conditions are hereby explicitly contradicted.
- 1.4 Partial Services are permissible where these are reasonable for the customer.
- 1.5 The term “Damage Compensation Claims” in these AGBL-NCS also includes claims for compensation of futile expenditures.
- 1.6 If Orano NCS assumes responsibility for setup or installation in its Services, or if Orano NCS provides Services for the customer in the area of recurring tests, and unless otherwise agreed, the customer shall bear all necessary ancillary costs in addition to the agreed compensation, such as travel and transport costs as well as daily allowances.
- 1.7 The customer can offset only claims that are undisputed or legally established.

2. Offer / contract, liability of the customer

- 2.1 The Service to be provided by Orano NCS shall fundamentally be based on a contract or a written order. Retroactive changes must also be made in writing and confirmed by both parties.
- 2.2 The provisions of the contract shall be based on the laws, ordinances, standards, and technical or administrative provisions as well as their interpretation by the responsible authorities in power at the time when the contract was concluded. In the event of any changes in the laws, ordinances, standards, and technical or administrative provisions and/or their interpretation by the responsible authorities that occur after conclusion of the contract and that affect fulfillment of the Services, particularly the price or the execution deadlines, the execution deadlines shall be automatically extended. In this case, the customer agrees to bear all related costs that arise as a result of the abovementioned changes.
- 2.3 The offer from Orano NCS that underlies the contract, including the price offered, is based on the information provided by the customer regarding the provision of Services by Orano NCS; e.g. information about the weight, dimensions, and technical properties of the goods, including dimensioned sketches and requirements for the content of the Service.
- 2.4 If measurements, weights, or other properties – particularly nuclear properties – of the goods deviate significantly from the customer’s information, Orano NCS can at its due discretion either make the expenditures necessary to perform its Services and bill the customer for the resulting additional costs, or terminate the contract; Orano NCS shall set a grace period for the customer only if Orano NCS duly considers that this will facilitate the contractual provision of the Services.
- 2.5 The customer shall be liable for all damages and expenses that Orano NCS incurs due to incorrect or omitted information from the customer regarding the dimensions, weights, and other properties of the goods, particularly nuclear properties.

3. Execution; performance deadlines; delay

- 3.1 Orano NCS is entitled to have the Service performed in full or in part by suitable subcontractors.
- 3.2 Fulfillment of the Service deadlines requires the timely receipt of all documents, required permits, and approvals to be provided by the customer, particularly plans, as well as fulfillment of the agreed payment conditions and other duties of the customer. If these requirements are not fulfilled in a timely manner, the deadlines shall be extended appropriately; this does not apply if Orano NCS is responsible for the delay.
- 3.3 For instance, if a failure to meet the deadlines is due to
- a) force majeure, e.g. mobilization, war, terrorism, uprisings, or similar events (e.g. strikes, lockouts),
 - b) viruses or other third-party attacks on the Orano NCS IT system, where these occurred despite exercising the customary duty of care through protective measures,
 - c) hindrances resulting from German, US, or other applicable national, EU, or international foreign-trade regulations, or from other circumstances that are not the responsibility of Orano NCS, or
 - d) late or improper delivery to Orano NCS,
- the deadlines shall be extended appropriately. If a force majeure incident lasts for more than 60 days after the incident is announced, each party is entitled to terminate the contract in writing with immediate effect.
- 3.4 If Orano NCS is behind schedule, the customer can – where this demonstrably resulted in damage to the customer – request compensation for each full week of the delay. This compensation shall be 0.5% per week, up to a maximum total of 5%, of the price for the portion of the Services that could not be used as intended due to the delay.
- 3.5 Damage compensation claims by the customer due to a delay in delivery, as well as damage compensation claims in lieu of performance, that go beyond the limits named in No. 3.4 are excluded for all cases of delayed delivery, including after the end of any grace period set by Orano NCS for the delivery. This shall not apply where liability exists in cases of intent, gross negligence, or due to a loss of life, bodily injury, or damage to health. The customer can withdraw from the contract within the scope of the statutory provisions only where Orano NCS is responsible for the delayed delivery. The above provisions are not associated with any change in the burden of proof to the detriment of the customer.
- 3.6 At the request of Orano NCS, the customer shall declare within an appropriate period of time whether it intends to withdraw from the contract due to the delayed delivery, or to insist upon the delivery.
- 3.7 If dispatch or delivery are delayed at the customer's request by more than one month after notification of dispatch readiness, the customer can be charged storage fees in the amount of 0.5% of the price of the subjects of the Service, up to a total of 5%, for each additional month or part thereof. Each party has the right to furnish proof of higher or lower storage costs.

4. Payment conditions

- 4.1 Invoices from Orano NCS are payable immediately. The customer shall be considered in default 30 days after the invoice date, without the need for a separate warning. Orano NCS can charge the statutory default interest.
- 4.2 The customer is not permitted to offset or withhold claims by Orano NCS unless the customer's payable counterclaim is undisputed, ready for decision, or legally established.

5. Transfer of risk; transfer of ownership

5.1 Risk shall be transferred to the customer as follows, including in cases of freight-free delivery:

- a) for deliveries without assembly or installation: once they have been dispatched or picked up. At the customer's request and expense, Orano NCS shall insure the delivery against customary transport risks;
- b) for deliveries that include assembly or installation: on the date of the handover at the customer's facility or, where agreed, after a successful test run.

5.2 If the dispatch, delivery, start, completion of assembly or installation, handover at the customer's facility, or test run is delayed for reasons that are the customer's responsibility, or if the customer is in default of acceptance for any other reason, risk shall be transferred to the customer.

5.3 The transfer of ownership for goods/services shall occur upon delivery, subject to payment.

6. Assembly and installation; acceptance

6.1 Unless otherwise agreed, assembly and installation are subject to the following provisions:

6.1.1 The customer shall provide the following items at its own expense and in a timely manner:

- the necessary consumable products and materials for assembly and installation, such as scaffolding, lifting gear and other equipment, fuels, and lubricants;
- power and water at the usage site, including connections, heating, and illumination.

6.1.2 Before the start of assembly or installation, the materials and items necessary to begin work must be present at the assembly or installation site; all preliminary work must be well advanced before the start of assembly work such that the assembly or installation can begin as agreed and can be completed without interruptions.

6.1.3 If assembly, installation, or startup is delayed for reasons that are not the responsibility of Orano NCS, the customer shall bear the appropriate costs for the wait and for any additionally required trips by Orano NCS or the assembly personnel.

6.1.4 The customer shall provide Orano NCS with a weekly report on the working time of assembly personnel as well as immediately reporting the end of the assembly, installation, or startup process.

6.1.5 If Orano NCS requests acceptance of the delivery after completion, the customer shall provide this within 2 weeks. It is considered equivalent to acceptance if the customer lets the 2-week period lapse or if the delivery is put to use, after an agreed test phase if applicable.

6.2 The customer cannot refuse to accept services due to insignificant defects.

7. Material defects

7.1 Orano NCS shall be liable for material defects as follows:

7.1.1 All parts or services that are found to have a material defect shall be repaired, redelivered, or provided again free of charge, at the option of Orano NCS, where the cause of this defect already existed at the time of the transfer of risk.

7.1.2 Claims for supplementary performance shall lapse 12 months after the start of the statutory limitation period; the same applies correspondingly to withdrawal and reduction. This period shall not apply:

- where longer periods are required by law,
- in cases of intent,
- where the defect was fraudulently concealed, and
- where a guaranteed characteristic was not fulfilled.

7.1.3 Claims for reimbursement of expenses by the customer pursuant to § 445a BGB [German Civil Code] (recourse by the seller) shall likewise lapse 12 months after the start of the statutory limitation period. The statutory provisions on suspension of the limitation period, stays, and starting a new limitation period shall remain unaffected.

- 7.2 Defect claims by the customer shall be made without delay and in writing. Orano NCS shall be given the opportunity to provide supplementary performance within an appropriate period.
- 7.3 If supplementary performance fails, the customer can – regardless of any damage compensation claims pursuant to Point 7.6 – withdraw from the contract or reduce the compensation.
- 7.4 Defect claims shall not apply in cases of insignificant deviation from the agreed characteristic, cases where usability is impaired to an insignificant degree, cases of natural wear or damage caused after the transfer of risk due to incorrect or negligent handling, excessive use, unsuitable operating materials, defective construction, an unsuitable building site or as a result of extraordinary external influences that are not anticipated by the contract, as well as in the case of non-reproducible software defects. If the customer or a third party performs improper modifications, installation/disassembly work or repairs, no defect claims shall apply for these or for the resulting consequences.
- 7.5 Claims by the customer due to expenses required for the supplementary performance are excluded where these expenses are higher because the subject of the delivery was later taken to a site other than the customer's premises, unless such relocation is in keeping with its proper use.
- 7.6 Damage compensation claims by the customer due to a material defect are excluded. This does not apply in the case of a fraudulently concealed defect, non-fulfillment of a guaranteed characteristic, the loss of life, bodily injury, or damage to health, or in the case of an intentional or grossly negligent breach of duty by Orano NCS. The above provisions are not associated with any change in the burden of proof to the detriment of the customer. Further claims by the customer, or claims other than those regulated in this Point 7, due to a material defect are hereby excluded.

8. Suspension

- 8.1 In the case of a significant breach of duty by the customer that is not rectified within 10 days despite a written warning, Orano NCS is entitled to suspend fulfillment of the contract in full or in part. In particular, such breaches of duty include failure to provide payment by the due date and/or the delayed or omitted transmission of plans, data, and other necessary information, approvals, or confirmations that the customer must provide to Orano NCS according to the contract or pursuant to applicable law.
- 8.2 Performance deadlines shall automatically be extended by a period that at a minimum corresponds to the period of the delay by the customer, as needed in order to resume Services with consideration for the availability of the personnel and subcontractors of Orano NCS.
- 8.3 In the event that the contract is suspended by Orano NCS due to non-fulfillment by the customer, the customer shall pay Orano NCS
 - the full price for all Services that have already been provided at the time of the suspension or that are being executed, and/or have already been delivered or are in the process of being delivered;
 - all costs resulting from the suspension, including costs resulting from the contractual duties between Orano NCS and its subcontractors in the context of the contract.

9. Termination

9.1 Orano NCS is entitled to terminate the contract in the following cases, in full or in part, by way of written notification:

- a) **Significant breach of duty by the customer**
In the event that the customer breaches a significant contractual duty (particularly a payment obligation): within 30 days of receiving a written warning; or, if the suspension period named in Point 8 exceeds 3 months, Orano NCS reserves the right to terminate the contract.
- b) **Failure to maintain a license, approval**
Where the contract stipulates that Orano NCS must obtain, request, or provide the customer with the necessary support to obtain, renew, or extend a license, approval, or permit for a product from a responsible authority, e.g. a nuclear safety agency, and where it is determined that such approval cannot be obtained within 3 years of submitting the request (unless the parties have agreed otherwise), Orano NCS reserves the right to terminate the contract.

9.2 The customer shall pay Orano NCS the price for all Services that have already been performed at the time of termination or that must still be performed. For contracts with fixed prices or flat rates, the customer shall pay 20% of the total for the Services still to be provided.

10. Confidentiality and restriction of use

- 10.1 The customer shall treat all information, documents, drawings, specifications, studies, and the like, as well as the knowledge or rights embodied therein (e.g. copyrights, property rights and usage rights), that are received from Orano NCS (in written, verbal, or electronic form) (hereinafter collectively known as "Know-how") as company secrets that have been entrusted to the customer; the customer shall use these only within the context of the Services, and shall not make them accessible to third parties in whole or in part. In particular, the customer agrees not to use the Know-how for purposes that conflict with the interests of Orano NCS. In particular, the customer agrees not to use the confidential information to directly or indirectly contact customers, subcontractors, or other current or potential business partners of Orano NCS, nor to induce these parties to terminate their relationship with Orano NCS.
- 10.2 These duties shall not apply where the customer can demonstrate that the Know-how is generally known or became generally known at a later time through no fault of the customer, or where the Know-how must be disclosed by the customer on the basis of a binding official or judicial order or a law.
- 10.3 The customer shall exercise the same level of care in keeping the Know-how confidential as for the customer's own company secrets of comparable significance.
- 10.4 The customer hereby warrants that its employees, where they have obtained or will obtain knowledge of the Know-how or where they have acquired or will acquire this Know-how in the context of the provision of Services, shall be subject to a corresponding obligation.
- 10.5 Unless otherwise agreed, Orano NCS assumes no liability for the accuracy and applicability of the Know-how in the context of the collaboration.
- 10.6 All Know-how and all associated documents and items that the customer receives or has already received from Orano NCS in the context of the Services, or that employees of the customer obtain or have already obtained in the context of the Services, shall remain the property of Orano NCS. Upon written request, these documents, including all copies thereof, and items shall be returned to Orano NCS without delay or, according to the request, completely destroyed; such destruction shall then be confirmed in writing.
- 10.7 All rights to the Know-how are held by Orano NCS. No licenses or other usage rights of any kind are granted by way of this agreement.
- 10.8 Regardless of the term of the contract, the duties described in this Point 10 shall apply for a period of 5 years beyond the end of the contract.

11. Industrial property rights and copyrights; defects of title

Unless otherwise agreed, Orano NCS is obligated to provide delivery only in the country of the delivery location, without breaching any industrial property rights or third-party copyrights (hereinafter: Property Rights). Where a third party asserts legitimate claims against the customer as a result of a breach of Property Rights by contractually used Services that were provided by Orano NCS, Orano NCS shall be liable toward the customer as follows:

- a) At its option and expense, Orano NCS shall either obtain a usage right for the relevant Services, modify it such that the Property Right is not breached, or replace it. If Orano NCS is unable to do this under reasonable conditions, the customer shall be entitled to assert the statutory withdrawal or reduction rights.
- b) The abovementioned duties of Orano NCS apply only where the customer notifies Orano NCS without delay in writing about the claims asserted by the third party, does not acknowledge a breach, and grants Orano NCS the right to undertake all defense measures and settlement negotiations.
- c) Claims by the customer are excluded where the customer is responsible for the breach of Property Rights.
- d) Claims by the customer are further excluded where the breach of Property Rights is caused by special instructions from the customer, by an application that was not foreseeable by Orano NCS, or by a modification of the delivery by the customer or its use in combination with products that were not delivered by Orano NCS.
- e) Further claims by the customer, or claims other than those established in this Point 11, against Orano NCS and its vicarious agents on the basis of a defect of title are hereby excluded.

12. Reservation of fulfillment

12.1 Fulfillment of the contract is subject to the reservation that there are no hindrances on the basis of German, US or other applicable national, EU or international regulations under foreign trade law, and no conflicting embargoes or other sanctions.

12.2 The customer shall provide all information and materials that are necessary for the export, shipment, or import.

13. Nuclear liability

13.1 Regardless of the applicable legal system, NCS and/or its subcontractors shall not be liable for nuclear damages caused in conjunction with the provided Services.

13.2 The customer and its insurers hereby waive all recourse claims against Orano NCS and its affiliates, its subcontractors, and their respective insurers, and indemnify them against all claims resulting from nuclear damage.

13.3 The customer also agrees to require operators of nuclear plants that are responsible according to international conventions on civil liability in the case of nuclear damage, or similar national laws, to waive all recourse claims against Orano NCS and its affiliates, its subcontractors, and their respective insurers, and to indemnify them against all third-party claims resulting from nuclear damage.

13.4 The provisions of this Point 13 shall remain in effect even after termination of the contract.

14. Compliance

- 14.1 The parties hereby warrant that they comply with all applicable laws, rules, and regulations relating to corruption prevention, export controls, international sanctions, and embargoes, and that they take all measures to ensure that their executives, managers, employees, and authorized representatives comply with these.
- 14.2 The parties hereby warrant that they shall not offer, give, promise, or accept anything of value, either directly or indirectly, from persons or companies in order to obtain or maintain an inappropriate business advantage that violates applicable laws, rules, or regulations.
- 14.3 The parties hereby warrant that they shall not offer, give, or promise anything of value, either directly or indirectly, to a governmental, administrative, or independent oversight authority or its employees or representatives, nor to a political party, a candidate for political office, or an independent supervisory authority, and shall not accept anything of value from the abovementioned group of persons or institutions in order to influence or bring about a decision.
- 14.4 If a party suspects that the abovementioned duties have been breached, and if the aforesaid party does not bring about a satisfactory remedy within 60 days of receiving written notification, the other party can terminate the collaboration for good cause and regardless of any other applicable laws or legal remedies.

15. Sanctions

- 15.1 Each party to the contract shall comply with all sanctions of its respective governments, the European Union, the government of the United Kingdom, the United Nations, and the United States government (including classification as “specially designated nationals and blocked persons” [SDN List]).
- 15.2 If a party, its parent company, subsidiary, representatives, or the country in which a party is headquartered or where it fulfills the contract or does business is on the sanction list of the European Union, the government of the United Kingdom, France, China, or the United States, or a list of other sanction programs, the other party has the right – excluding all liability claims – to suspend the contract until the party, its parent company, subsidiary, representatives, or the country is removed from one of these lists, or to terminate the contract under the conditions named in Point 9 by way of a written notification.

16. Export controls

- 16.1 For Services regarding “dual-use goods and technologies,” all national and international export control laws and regulations must be followed.
- 16.2 The customer hereby agrees to conscientiously collaborate with Orano NCS on all matters relating to obtaining export permits (e.g. end user certificates, export/import licenses). Orano NCS is not liable, nor shall Orano NCS indemnify the customer, for damages resulting from delays in the fulfillment of the contract where the delay is due to a delayed delivery of the end user certificate(s) by the customer or a refusal to provide Orano NCS with the end user certificate(s). In this case, Orano NCS is entitled to suspend fulfillment of the contract. Claims by Orano NCS in the event of a suspension are defined in Point 8.3.
- 16.3 Orano NCS shall under no circumstances be liable for delays in the fulfillment of the contract that result either from a public agency’s or administration’s refusal to provide end user certificates, or from delays in the delivery of end user certificates as a result of this. The timeline for Orano NCS’ duties shall be extended by a period that corresponds to at least the length of the delay caused by the abovementioned public agency or administration. If the interruption due to such a delay lasts longer than 6 months, the parties shall agree upon the consequences and the measures to be taken.

17. Other damage compensation claims

17.1 Unless otherwise established in these AGBL-NCS, damage compensation claims by the customer, regardless of legal grounds, particularly due to a breach of duties from the contractual obligations or due to impermissible actions, are excluded.

17.2 This does not apply where the following liability exists:

- according to the product Liability Act,
- in the case of intent,
- in the case of gross negligence by owners, legal representatives, or management employees,
- in the case of bad faith,
- in the case of non-compliance with an assumed guarantee,
- due to a culpable loss of life, bodily injury, or damage to health, or
- due to a culpable breach of significant contractual duties.

However, damage compensation claims based on a breach of significant contractual duties are limited to foreseeable damages that are typical for the contract unless one of the abovementioned cases applies.

17.3 The above provisions are not associated with any change in the burden of proof to the detriment of the customer.

18. Mediation; place of jurisdiction and applicable law

18.1 With regard to all disputes arising from or in conjunction with the contract, a mediation process shall be carried out according to the mediation procedure issued by the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS).

18.2 If mediation is unsuccessful, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered place of business of Orano NCS. However, Orano NCS is also entitled to bring legal action at the customer's registered place of business.

18.3 This contract, including its interpretation, is subject to German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19. Supplementary provisions

19.1 The customer hereby agrees that the personal data it provides voluntarily, such as name, address, phone number and contact information, shall be processed, stored, transmitted, and used where this is necessary to conduct business; the customer is entitled to review this data.

19.2 The rest of the contract shall remain legally binding even if individual provisions are legally invalid. This does not apply if abiding by the contract would represent an unreasonable hardship for one party.

19.3 Foreign-language versions of these AGBL-NCS serve exclusively as translations; only the German text is legally binding.