

**General Terms and Conditions of Orano NCS GmbH**  
for  
**Freight Forwarding and Transport Services (“AGB-NCS”)**

**1. Scope**

- 1.1. Orano NCS GmbH (hereinafter: “Orano NCS”) shall provide freight forwarding and transport services for the customer primarily for the conveyance of radioactive materials, in particular the complete freight forwarding process by road, rail, air and water (lakes and inland waterways) as well as supplementary freight forwarding services.

These services shall be provided under the conditions agreed in the order and are additionally subject to these AGB-NCS. Further, the Special Terms and Conditions listed in Point 1.3 shall also apply in their current version in each case. Binding statutory provisions remain unaffected hereby. The AGB-NCS and the Special Terms and Conditions in Point 1.3 can be reviewed on the website of Orano NCS under [www.orano-ncs.com](http://www.orano-ncs.com). At the customer’s request, they shall be provided to the customer in text form.

- 1.2. General terms and conditions and conditions of purchase of the customer shall apply only where these are acknowledged by Orano NCS in writing. References by the customer to such terms and conditions are hereby explicitly opposed.

**1.3. In addition, the following Special Terms and Conditions apply:**

- 1.3.1 Heavy transports, large volume transports and crane work are subject to the “General Terms and Conditions of the Federal Specialist Group for Heavy Transport and Crane Work – AGB/BSK” as well as the ADSp [General German Freight Forwarding Terms and Conditions] in the sense of Point 1.3.4 AGB-NCS.
- 1.3.2 Conveyance by sea is subject to the “Bill of Lading Terms and Conditions of Orano NCS” in English as well as the version that is valid at the time when the order was placed.
- 1.3.3 Conveyance by inland waterways is subject to the “International Loading and Transport Conditions for Inland Navigation (IVTB).”
- 1.3.4 All other and supplementary shipping, freight forwarding, storage and other services that are normally part of the shipping business are subject to the “General German Freight Forwarding Terms and Conditions” (ADSp) in the version that is valid at the time when the contract was concluded.

**2. Offer / contract, liability of the customer**

- 2.1. The basis for the service to be provided by Orano NCS is always a contract in written form. Retroactive changes must also be made in writing and shall be confirmed by both parties.
- 2.2. The provisions of the contract are based on laws, ordinances, norms, and technical or administrative provisions as well as their interpretation by the responsible agencies that are in effect at the time when the contract was concluded. In the event of changes in laws, ordinances, norms, and technical or administrative provisions and/or their interpretation by the responsible agencies that occur after the conclusion of the contract and that affect fulfillment of the services, particularly the price and the execution time, the execution time shall automatically be extended; the customer hereby agrees to bear all costs incurred as a result of the abovementioned changes.
- 2.3. The offer from Orano NCS that underlies the contract, including the offered price, is based on information provided by the customer regarding the weight, center of gravity, dimensions, and technical characteristics of the goods, including dimensioned sketches and requirements for the performance content.
- 2.4. Orano NCS shall create a conveyance concept according to the customer’s information and requirements, which serves as the basis for any transport permits that must be obtained from public agencies, rail infrastructure or rail transport companies.
- 2.5. The offer is subject to change until the order is confirmed by Orano NCS. It is subject to the reservations named therein as well as the following reservations:
- availability of routes and pathways,
  - audit and approval processes by public agencies, infrastructure operators, rail companies, or other third parties that must bindingly be involved, where these do not create more than the customary amount of work after due examination by Orano NCS, and
  - a failure to obtain permits from the abovementioned third parties, leading to increased costs or increased work compared to the offer.

- 2.6. If dimensions, weights, or other – particularly nuclear – characteristics of the goods deviate from the customer’s information, Orano NCS can, at its discretion, either make the necessary expenditures to perform its services and bill the customer for the resulting additional costs, or terminate the contract. § 417 HGB [German Commercial Code] applies correspondingly; Orano NCS shall set a grace period for the customer only if, after due examination, Orano NCS considers that this will facilitate the contractual provision of services. Further, Orano NCS shall bill the customer for additional costs resulting from circumstances that are the subject of the reservations named in Point 2.4.
- 2.7. The customer shall be liable for all damages and expenditures incurred by Orano NCS as a result of incorrect or omitted information from the customer regarding dimensions, weights, and other characteristics of the goods, particularly nuclear characteristics and/or hazardous goods. The customer’s statutory liability as a sender under freight law remains unaffected hereby.
- 2.8. In order to prepare and coordinate services that require particular planning and execution effort, Orano NCS offers the option of creating feasibility studies whose scope and compensation shall be agreed separately.
- 2.9. Unless otherwise agreed, the procurement and timely provision of the necessary packaging, containers, and other protective equipment for nuclear transport shall be the customer’s responsibility. The customer shall then also be responsible for the suitability of the provided material. If Orano NCS determines, within the scope of its review possibilities, that the provided material is not suitable to protect the goods during transport, it can cancel the order or set an appropriate grace period for the customer. The customer shall bear the resulting costs.

### **3. Equipment**

- 3.1. Without written permission from Orano NCS, the customer is not permitted to entrust equipment to third parties that was provided by Orano NCS (containers, transport accessories, etc.).
- 3.2. Unless otherwise agreed, the customer is responsible for safely loading and unloading the means of conveyance. The customer shall inspect loading equipment provided by Orano NCS to ensure its suitability for the intended conveyance, and shall report any defects without delay.
- 3.3. The customer agrees that transport shall take place in open vehicles not covered with tarps. Unless the customer provides other instructions, deck shipment in inland waterways and maritime transport is permissible.

### **4. Order execution, deadline compliance**

- 4.1. Orano NCS shall perform its services with the due diligence of a prudent businessman.
- 4.2. The customer is liable for ensuring that the characteristics of the transported goods permit proper execution of the order. The customer shall ensure that the goods are ready for immediate loading onto the transport vehicle and that the loading and unloading locations are freely accessible.
- 4.3. Orano NCS is entitled to have the service performed in whole or in part by suitable subcontractors.
- 4.4. If the order execution is delayed for reasons that are the customer’s responsibility, the customer shall bear any costs that Orano NCS incurs as a result. Orano NCS is authorized to charge appropriate demurrage where this is not already established by the conditions in Point 1.3.
- 4.5. Establishing delivery deadlines requires a contract in the sense of Point 2.1; otherwise, any information provided by Orano NCS regarding delivery deadlines shall be non-binding and subject to the reservation in the above Point 2.5.
- 4.6. If delivery deadlines have been agreed and if the failure to meet deadlines is due, for instance, to
  - a) force majeure, e.g. mobilization, war, terrorism, riots, or similar incidents (e.g. strike, lockout),
  - b) viruses or other third-party attacks on the IT system of Orano NCS, where these occurred despite compliance with the customary duty of care for protective measures,
  - c) hindrances due to German, US, or other applicable national, EU, or international regulations under foreign trade law or due to other circumstances that are not the responsibility of Orano NCS, or
  - d) delayed or improper delivery by Orano NCS,

the deadlines shall be extended appropriately. If a force majeure incident lasts longer than sixty days after the incident is reported, either party can terminate the contract in writing with immediate effect.

- 4.7. If Orano NCS is in default with the deadline, the customer – where it can credibly prove that it incurred damages as a result – can request compensation amounting to 0.5% of the price for each full week of the delay, but up to a maximum of 5%, for the portion of the services that could not be used as intended due to the delay.
- 4.8. Damage compensation claims by the customer due to delayed delivery, as well as damage compensation claims in lieu of delivery, that exceed the limits named in Point 4.7 are excluded in all cases of delayed delivery, including after the end of any grace period for the delivery that was set by Orano NCS. This shall not apply to liability in cases of intent, gross negligence, or for a loss of life, bodily injury, or damage to health. Within the scope of the statutory provisions, the customer can withdraw from the contract 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 disadvantage of the customer.
- 4.9. 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 delay, or insist upon the delivery.

## **5. Liability**

- 5.1. Unless binding statutory provisions apply to the contrary, the liability of Orano NCS as the forwarding agent and carrier shall be based on the ADSp in the sense of Point 1.3.4 AGB-NCS. These include liability rules that in some cases deviate from the statutory regulations. In particular, reference is hereby made to Points 22 – 25 ADSp.
- 5.2. Where the customer desires an amount larger than the above liability amounts, the customer can charge Orano NCS with obtaining additional insurance coverage at the customer's expense.
- 5.3. Where the customer has other damage compensation claims that are not caused by intentional or grossly negligent behavior by Orano NCS, or where Orano NCS is not liable due to binding statutory regulations, compensation claims of any kind against Orano NCS, its employees and vicarious agents that go beyond the claims defined in the contract and the AGB-NCS are excluded. This does not apply to a breach of significant contractual duties, in other words duties whose fulfillment permits the contract to be properly executed and which the customer can regularly rely upon to be fulfilled. In these cases, compensation claims are limited to the foreseeable and typical damage.
- 5.4. Employees of the customer are not considered vicarious agents of Orano NCS.
- 5.5. Damage notifications by the customer are subject to the statutory provisions. The customer shall give Orano NCS an opportunity to review the damage.

## **6. Nuclear liability**

- 6.1. Regardless of the applicable legal system, Orano NCS and/or its subcontractors shall not be liable for nuclear damage caused in conjunction with the provided services.
- 6.2. 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 from all claims due to nuclear damage.
- 6.3. Likewise, the customer hereby agrees to require operators of nuclear plants that are held responsible, according to international conventions on civil liability for 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 from all third-party claims due to nuclear damage.
- 6.4. The provisions of this Point 6 shall remain in effect even after termination of the contract.

## **7. Payment conditions**

- 7.1. 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 statutory default interest.
- 7.2. The customer cannot offset or withhold payment against claims by Orano NCS unless the customer's payable counterclaim is undisputed, ready for decision, or legally established.

## **8. Suspension**

- 8.1. In the event of a significant breach of duty by the customer that is not rectified within ten 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 when due; and/or the delayed or omitted provision of plans, data and other necessary information, permits or confirmations that the customer is required to provide to ORANO NCS according to the contract or under applicable law; or the omission of significant actions that the customer owes according to the contract or under applicable law.
- 8.2. Execution periods shall automatically be extended by a period corresponding to the length of the delay caused by the customer, plus the amount of time necessary to resume services with consideration for the availability of personnel and subcontractors of Orano NCS.
- 8.3. In the event that the contract is suspended by Orano NCS due to a significant breach of duty by the customer, the customer shall pay Orano NCS
- the full price for all services that have already been performed at the time of the suspension or are being performed, and/or that were already delivered or are being delivered;
  - all costs resulting from the suspension, including costs resulting from contractual obligations between Orano NCS and its subcontractors within the scope of the contract.

## **9. Termination**

- 9.1. If the customer breaches a significant contractual duty (particularly the duty to provide payment) within thirty days after receiving a written warning, or in the cases described in Point 2.6, or if the suspension period named in Point 8 exceeds three (3) months, 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 provided at the time of the termination or that must still be provided. For contracts with fixed or flat-rate prices, the customer shall pay 20% of the total for services still to be provided.

## **10. Compliance**

- 10.1. The parties hereby warrant that they shall comply with all applicable laws, rules and regulations regarding corruption, export controls, international sanctions and embargos, and shall take all measures to ensure that their executives, managers, employees and authorized representatives comply with these as well.
- 10.2. The parties hereby warrant that they shall not offer, give, promise or accept anything of value from persons or companies, either directly or indirectly, in order to obtain or maintain an inappropriate business advantage that violates applicable laws, rules or regulations.
- 10.3. The parties hereby warrant that they shall not offer, give, promise or accept anything valuable to/from a governmental, administrative or independent supervisory authority or its employees or representatives, nor to/from a political party, a candidate for political office or an independent supervisory authority, either directly or indirectly, in order to influence or bring about a decision.
- 10.4. If one party is suspected of breaching the above duties, and if the party in question does not implement a satisfactory remedy within sixty days of receiving written notification, the other party can terminate their cooperation for good cause and regardless of any other applicable laws or legal remedies.

## **11. Sanctions**

- 11.1. Each party to the contract shall comply with all sanctions by its own government, the European Union, the government of the United Kingdom, the United Nations and the US government (including classification as "Specially Designated Nationals and Blocked Persons" [SDN list]).
- 11.2. If one party, its parent company, subsidiary, representatives, or the country where the party has its registered place of business 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, to the exclusion of any liability claims, to either suspend the contract until the first party, its parent company, subsidiary, representatives or the country are removed from one of these lists, or to terminate the contract under the conditions named in Point 9 by way of a written notification.

**12. Export controls**

- 12.1. For services relating to dual-use goods and technologies, all national and international export control laws and regulations must be followed.
- 12.2. The customer hereby agrees to cooperate conscientiously with Orano NCS on all matters relating to obtaining export permits (e.g. end-use statements, export/import licenses). Orano NCS shall neither be liable for nor compensate the customer for damages caused by delays in the fulfillment of the contract where the delay resulted from the delayed provision of end-use statement(s) by the customer or a refusal to provide Orano NCS with the end-use statement(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.
- 12.3. Under no circumstances shall Orano NCS be liable for delays in the fulfillment of the contract that result either from a public agency or administration's refusal to provide end-use statements or from resulting delays in the delivery of end-use statements. The timeline for duties by Orano NCS shall be extended by a period corresponding at least to the length of the delay caused by the abovementioned public agency or administration. If a suspension resulting from such a delay lasts longer than six months, the parties shall agree on the consequences and the measures to be taken.

**13. Mediation; place of jurisdiction, applicable law**

- 13.1. With regard to all disputes arising from or in conjunction with the contract, a mediation process shall be carried out according to the mediation rules of the German Institution for Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. [DIS]).
- 13.2. 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.
- 13.3. The applicable laws of the Federal Republic of Germany regarding legal relationships between domestic parties shall apply.

**14. Supplementary provisions**

- 14.1. The customer hereby agrees that any personal data it provides voluntarily, such as name, address, phone and contact information, shall be processed, saved, transferred and used where necessary for business transactions; the customer is entitled to review these.
- 14.2. The remainder of the contract shall be binding even if individual provisions are legally invalid. This does not apply if adhering to the contract would represent an unreasonable hardship for one party.
- 14.3. Foreign-language versions of these AGB-NCS serve exclusively as translations; only the German text is legally binding.

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