

Conditions of Purchase for Orano NCS GmbH (Version 2023)

1. General

1.1 Orders by Orano NCS GmbH (hereinafter "NCS") are binding only if they are placed in writing. Arrangements made verbally or by phone shall be confirmed by NCS in writing. This also applies to any changes, additions, specifications, etc. "Writing" in the sense of these Conditions includes written and text form (e.g. letter, email, fax).

1.2 The present Conditions are definitive for all goods and services (hereinafter the "Performance") of the supplier unless otherwise agreed in writing in individual cases. They apply only if the supplier is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law, or a special fund under public law. The supplier's conditions are valid for NCS only if and to the extent that NCS has explicitly agreed to these in writing. This agreement requirement applies in every case, for instance even if the supplier refers to its general terms and conditions in the order confirmation and we do not explicitly object to this.

1.3 Third parties in the sense of these Conditions also include subsidiaries, associated companies, and affiliates of the supplier.

1.4 In addition to our high-quality standards, environmental protection is an essential part of our company's quality policies. Consequently, NCS operates a quality management system according to DIN EN ISO 9001, an environmental management system according to DIN EN ISO 14001, and an occupational safety management system according to DIN EN ISO 45001.

We maintain an environmental management system according to DIN EN ISO 14001 in order to ensure the environmental sustainability of our operational products and processes on the one hand and the conduct of our employees on the other.

The supplier shall follow the respective statutory provisions for working with employees, for environmental protection, and for occupational safety, and shall strive to reduce any detrimental effects on people and the environment as a result of its activities.

2. Usage rights, rights to development results, open-source software

2.1 The supplier shall grant NCS a worldwide, open-ended, non-exclusive, transferrable right to use the standard software included in the Performance. The supplier hereby guarantees that it has the corresponding usage and distribution rights and indemnifies NCS from any and all third-party claims arising from a breach of such rights.

2.2 In the event of a design or development order, where the Performance produces design or development results, NCS shall be entitled to the intellectual property rights and exclusive use of these without restriction. The designs and developments shall not be made accessible to third parties, nor used for personal or other purposes, in full or in part, without explicit written permission from NCS.

2.3 The supplier shall inform NCS in a timely manner, at the latest when confirming the order, whether its goods include open-source components. These refer to software, hardware, or other information that is provided to the respective users without licensing fees along with the right to edit and/or distribute them on the basis of a corresponding license (e.g. GPL, LGPL, MIT). If the goods include open-source components, the supplier shall fulfill the duties of all applicable open-source licenses and shall also grant NCS all rights and provide all information that NCS needs in order to fulfill these licensing duties.

3. Materials and resources (provided items)

3.1 Materials provided by NCS (drawings, manufacturing/testing/delivery specifications, etc.) and other operating resources and materials (samples, models, etc.) remain the property of NCS and shall be labeled accordingly.

3.2 The provided items shall not be reproduced or made accessible to third parties without explicit written permission from NCS, and shall be used only to fulfill NCS's order, not for any other purpose. The provided items shall be returned intact upon request by NCS at any time, but at the latest when the Service is completed or, where explicitly agreed, kept by the supplier until their return is requested.

3.3 The supplier is responsible for any damage to NCS property, and therefore agrees to store and/or handle the provided items properly and to insure them against potential damage, in consultation with NCS.

4. Prices and payment conditions

4.1 The price given in the order is binding. All prices include statutory value added tax unless this is listed separately.

4.2 Unless otherwise agreed in individual cases, the price includes all Performance and ancillary Performance by the seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging as well as transport costs and any transport and liability insurance).

4.3 The agreed price shall be paid within 30 calendar days after complete delivery and performance (including any agreed acceptance process) and receipt of a proper invoice. If we make a payment within 14 calendar days, the seller shall grant us a 3% discount on the net invoice amount. For bank transfers, payments are considered timely if our transfer order is submitted to our bank before the end of the payment period; we are not responsible for delays caused by the banks involved in the payment transaction.

4.4 We shall not owe default interest. Late payments shall be subject to the statutory provisions.

4.5 We are entitled to offsetting and retention rights and the right to claim non-performance of the contract to the extent permitted by law. In particular, we are entitled to withhold payments due where we still have outstanding claims against the seller for incomplete or faulty Performance.

4.6 The seller is entitled to an offsetting or retention right only for legally established or undisputed counterclaims.

5. Packaging and shipping

5.1 Packaging shall be adapted for the Performance and the intended type of transport in each case. Environmentally friendly packaging material is preferred. Losses or damage to goods as a result of defective packaging shall be borne by the supplier.

5.2 Each Performance/partial Performance shall include a delivery slip with information about the order reference number, item number and product description from NCS, the net and gross weight and/or precise quantity. A partial Performance shall be indicated as such.

5.3 All relevant correspondence regarding the order shall include at least the NCS order reference number.

6. Dates, deadlines, default

6.1 The delivery period we specify in the order is binding. If the delivery period is not specified in the order and has not been otherwise agreed, it shall be 2 weeks from the conclusion of the contract. The seller shall notify us in writing without delay if it anticipates an inability to meet the agreed delivery periods, regardless of reason.

6.2 If the seller does not provide its Performance or fails to do so within the agreed delivery period, or if the seller is in default, our rights – particularly regarding withdrawal and damage compensation – shall be defined by the statutory requirements. The provisions in 6.3 remain unaffected.

6.3 If the seller is in default, we can request – in addition to any further statutory claims – lump-sum compensation for our default damages equal to 1% of the net price per full calendar week, but no more than 5% total of the net price of the goods delivered late. We reserve the right to prove higher damages. The seller reserves the right to prove that no damages or significantly lower damages were incurred.

6.4 If expedited transport becomes necessary due to delayed shipping (freight, express, etc.), the supplier shall bear the additional freight costs. Additional costs for expedited shipping that was not requested shall likewise be borne by the supplier.

7. Place of fulfillment, transfer of benefit and risk

7.1 Deliveries shall be "free domicile" within Germany to the place specified in the order. If the destination is not specified and nothing else has been agreed, deliveries shall be made to our registered place of business in Hanau. The respective destination is also the place of fulfillment for the delivery and any subsequent performance (debt to be discharged at creditor's domicile).

7.2 Benefit and risk shall be transferred to NCS at the time of the Performance and/or upon receipt of the order at the destination.

8. Review, guarantee, liability for defects

8.1 Our rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly/installation or faulty instructions), as well as in the event of other breaches of duty by the supplier, shall be subject to the statutory provisions and, exclusively to our benefit, the following additions and clarifications.

8.2 According to the statutory provisions, the seller is liable in particular for ensuring that the goods have the agreed characteristics at the time when the risk is transferred to us. In all cases, product descriptions that are part of the respective contract – particularly by way of a description or reference in our order – or which were included in the contract in the same way as these provisions are considered agreed characteristics. It does not matter whether the product description comes from us, from the seller, or from the manufacturer.

8.3 For goods with digital elements or other digital content, the seller shall in every case owe the provision and updating of digital content to the extent that this is described in the agreed characteristics pursuant to Para. 2 or in other product descriptions provided by or on behalf of the manufacturer, particularly online, in advertisements, or on the product label.

8.4 We are not obligated to inspect the goods or make special inquiries about potential defects at the time of the contract conclusion. Partially in deviation from § 442 [1] p. 2 BGB, we therefore are entitled to assert unlimited defect claims even if we were unaware of the defect at the time of the contract conclusion due to gross negligence.

8.5 The commercial inspection and defect notification duty is subject to the statutory provisions (§§ 377, 381 HGB [German Commercial Code]) under the following conditions: Our inspection duty is restricted to defects that become evident at the time of our incoming goods inspection based on an external examination, including the delivery papers (e.g. transport damage and incorrect or short delivery), or that are apparent during our quality control based on random sampling. Where an acceptance process has been agreed, there is no inspection duty. Otherwise, it depends whether

- an inspection is feasible, with consideration for the circumstances of the individual case, in the ordinary course of business. Our defect notification duty for defects found at a later time remains unaffected. Regardless of our inspection duty, our defect notification shall be considered immediate and timely if it is sent within 14 workdays of the discovery and/or, for obvious defects, as of the time of delivery.
- 8.6 Supplementary performance also includes removal of the defective goods and new installation where the goods were installed in or attached to another item in accordance with their type and intended purpose before the defect was discovered; our statutory claim for compensation of corresponding expenditures (removal and installation costs) remains unaffected. The necessary expenditures for inspection and supplementary performance, particularly transport, travel, labor, and material costs as well as any removal and installation costs, shall be borne by the seller even if it is determined that no defect existed. Our damage compensation liability for unwarranted defect rectification requests remains unaffected; however, in this case we shall only be liable if we determined, or failed through gross negligence to determine, that no defect existed.
- 8.7 Regardless of our statutory rights and the provisions in Para. 5, if the seller fails to fulfill its supplementary performance duty – to provide our choice of defect rectification (remediation) or delivery of a fault-free item (replacement delivery) – within an appropriate grace period set by us, we can rectify the defect ourselves and request compensation for the necessary expenditures from the seller and/or corresponding payment in advance. If supplementary performance by the seller is unsuccessful or unreasonable for us (e.g. due to particular urgency, a risk to operational safety, or the threat of unreasonable damage), no grace period is required; we shall notify the seller without delay of any such circumstances, in advance if possible.
- 8.8 Otherwise, in the event of a material defect or defect of title, we are entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. Furthermore, we are entitled to compensation for damages and expenditures in accordance with the statutory provisions.
- 9. Recourse against suppliers**
- 9.1 We are entitled to our legally defined expenditure and recourse claims within a supply chain (recourse against suppliers pursuant to §§ 478, 445a, 445b and/or §§ 445c, 327 [5], 327u BGB) without limitation in addition to the defect claims. In particular, we are entitled to request the exact type of supplementary performance (remediation or replacement delivery) from the seller that we owe to our customer in the individual case; for goods with digital elements or other digital content, this also applies with regard to providing any necessary updates. Our statutory right to choose (§ 439 [1] BGB) is not restricted by this.
- 9.2 Before we acknowledge or fulfill a defect claim asserted by our customer (including compensation for expenditures pursuant to §§ 445a [1], 439 [2, 3, 6] p. 2, 475 [4] BGB), we shall notify the seller of this, including a brief description of the circumstances, and request a written response. If a substantiated response is not provided within an appropriate period of time and no mutually agreeable solution is reached, the defect claim that we actually granted is also considered owed to our customer. In this case, the seller is responsible for providing proof to the contrary.
- 9.3 Our claims based on recourse against the seller shall apply even if the defective goods were combined with another product, e.g. through assembly, attachment, or installation, or were otherwise further processed by us, by our customer, or by a third party.
- 10. Manufacturer's liability**
- 10.1 If the seller is responsible for product damage, the seller shall indemnify us from third-party claims to the extent that the cause lies within its sphere of control and organization, and to the extent that the seller itself is liable in relation to third parties.
- 10.2 Within the scope of this indemnification duty, the seller shall reimburse expenditures pursuant to §§ 683, 670 BGB that arise from or in conjunction with a third-party claim, including recall campaigns that we carry out. Where possible and reasonable, we shall notify the seller about the content and scope of any recall measures and give the seller an opportunity to respond. Any further statutory claims remain unaffected.
- 10.3 The seller shall conclude and maintain product liability insurance with lump-sum coverage of at least EUR 10 million per case of personal/material damage.

11. Code of ethics and business conduct

The supplier shall comply with the laws of the applicable legal system(s) in each case, particularly those of the country of manufacture and the destination country, as well as our Code of Ethics and Business Conduct [Code éthique (orano.group)]. The supplier shall not participate actively or passively, directly or indirectly, in any form of bribery, violations of its employees' fundamental rights, or child labor. Furthermore, the supplier shall take responsibility for the health and safety of its employees in the workplace, observe the environmental laws, and support and demand compliance with this Code of Conduct by its suppliers wherever possible. If the supplier culpably breaches these duties, NCS is entitled, regardless of any further claims, to withdraw from the contract or to terminate it. Where it is possible to rectify the breach of duty, this right shall be exercised only after an appropriate grace period to rectify the breach of duty has lapsed without result.

12. Limitation period

- 12.1 The Parties' reciprocal claims shall lapse according to the statutory provisions unless otherwise established below.
- 12.2 In deviation from § 438 [1] No. 3 BGB, the general limitation period for defect claims is 3 years from the transfer of risk. Where an acceptance process has been agreed, the limitation period shall begin upon acceptance. The 3-year limitation period also applies correspondingly to claims arising from defects of title, while the statutory limitation period for third-party claims for surrender in rem (§ 438 [1] No. 1 BGB) remains unaffected; furthermore, claims arising from defects of title shall in no case lapse as long as the third party can still assert this right against us, particularly in the absence of limitation.
- 12.3 Limitation periods for the purchase right, including the above extension, shall apply – to the extent permitted by law – for all contractual defect claims. Where we are also entitled to non-contractual damage compensation claims due to a defect, this is subject to the regular statutory limitation period (§§ 195, 199 BGB) unless applying the limitation periods for purchase rights produces a longer limitation period in individual cases.
- 13. Compliance**
- 13.1 The Parties hereby warrant that they will comply with all applicable laws, rules, and regulations regarding anti-corruption measures, export controls, international sanctions and embargos, and that they will take all necessary measures to ensure that their executives, managers, employees, and authorized representatives comply with these.
- 13.2 The Parties hereby warrant that they shall not directly or indirectly offer, grant, promise, or accept anything valuable to or from persons or companies in order to obtain or maintain an inappropriate business advantage that breaches applicable laws, rules, or regulations.
- 13.3 The Parties hereby warrant that they shall not directly or indirectly offer, grant, promise, or accept anything valuable to or from a governmental, administrative, or independent supervisory authority or its employees or representatives, a political party, a candidate for political office in order to influence or bring about a decision.
- 13.4 If one Party is suspected of breaching the above duties and this Party fails to provide satisfactory rectification within sixty days of receiving a written notice, the other Party can terminate their partnership for good cause, regardless of any other applicable laws or legal remedies.

14. Applicable law

The contract is subject to the laws of the Federal Republic of Germany to the exclusion of uniform international law, particularly the UN Convention on Contracts for the International Sale of Goods.

15. Place of jurisdiction

If the seller is an entrepreneur in the sense of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered place of business in Hanau. The same applies correspondingly if the seller is an entrepreneur in the sense of § 14 BGB. However, in every case we are also entitled to bring an action at the place of fulfillment for the delivery commitment according to these Conditions and/or according to an overriding individual agreement, or at the seller's general place of jurisdiction. Overriding statutory provisions, particularly regarding exclusive jurisdiction, remain unaffected.