

1. Mirion hereby issues a Purchase Order ("**Order**") for the goods (including licenses) or services specified on the front page hereof (hereinafter, "**Items**") from the vendor on the front page ("**Vendor**"). Acceptance of this Order is limited to these terms and conditions. Any proposal for additional or different terms and conditions is rejected.

2. **INVOICES/PAYMENT.** Invoices shall contain item number and/or description, quantity, and unit price. Mirion shall pay undisputed invoices no later than 45 days from receipt of the invoices. If reimbursable travel expenses are invoiced, Seller shall submit an itemization and documentation of any such expenses. Payments shall be in Canadian Dollars, or as otherwise specified on the invoice. Mirion will not be responsible for any currency rate changes.

3. **TAXES.** All amounts include sales, services, or withholding taxes, or customs duties, and other taxes and charges, insurance, and shipping costs and special packaging, if any.

4. **DELIVERY.** Delivery will be DAP (Incoterms 2010) Mirion's site. Time is of the essence and Mirion may terminate this Order in the event of any delay by Vendor. Mirion shall have a reasonable time, but not less than ninety (90) days after receipt to inspect and test the Items tendered by Vendor. Vendor may not substitute any part of the Order without the prior written consent of Mirion. If any of the Items delivered are found to be not in conformity with their specifications, Mirion may at its option a) reject and return such goods at Vendor's expense or b) require Vendor to replace non-conforming goods with goods that conform. Mirion will have no payment obligation for any of the Items not accepted by Mirion. Until acceptance of the Items, Mirion may terminate this Order at its discretion for any reason. The Items shall be deemed accepted after 120 days, if Mirion has not rejected them. Payment shall not be deemed acceptance. Title to Items shall only pass to Mirion upon actual or deemed acceptance.

5. **WARRANTIES.** Vendor warrants for two (2) years following delivery that the goods shall be merchantable, fit for their intended purpose, and shall conform to specifications or description provided by Vendor. Vendor warrants that the goods shall be free from defects, liens or encumbrances. As to any services, Vendor warrants for two (2) years following performance, that the services shall be free from defects and reflect professional knowledge and judgment. Vendor shall, in connection with any goods or services provided by Vendor hereunder, comply with all applicable federal, state and local laws, rules, regulations, and licensing requirements, and shall indemnify and hold Mirion harmless from any related claim, penalty or proceeding. In addition to any other remedy which may be available to it, Mirion may return to Vendor for full refund any Items which do not meet these warranties, or require replacement of such Items at Vendor's expense. Repairs or replacements under warranty will be warranted for the remaining duration of the original Warranty Period. Repairs outside of Warranty will be warranted for ninety (90) days.

6. **LIABILITY.** In no event shall Mirion be liable to Vendor for any special, indirect, incidental or consequential damages, including but not limited to lost profits, overhead, or opportunity costs.

7. **EXPORT CONTROL.** The Items listed on this quote may be subject to the export control laws of the United States, France, Germany or other nations (collectively, "Applicable Laws"). Vendor agrees to comply with all Applicable Laws and acknowledges it will not directly or indirectly export or re-export to any country to which such export or transmission is prohibited under Applicable Laws. Vendor may be required to provide supporting documentation, including End User Statements. If any export license is required, this quote is made subject to the issuance of any such license. Vendor agrees that any quoted timeframe is exclusive of the time necessary to secure export control licenses.

8. **PROPERTY RIGHTS.** All software (including modifications and documentation), products, inventions, documents, writings and other materials prepared or produced by Vendor under this Agreement (collectively, the "Developments") shall be the sole and exclusive property of Mirion. Vendor agrees that the Developments shall be works made for hire to the extent

permitted by applicable law, and that Mirion shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights ("**Intellectual Property Rights**") in the Developments. In the event that any of the Developments do not qualify as works for hire, Vendor hereby assigns to Mirion all Intellectual Property Rights in such Developments and all extensions and renewals thereof. Vendor agrees to execute any documents necessary for Mirion to establish, preserve, perfect or enforce its Intellectual Property Rights in the Developments if requested by Mirion. Vendor hereby agrees not to assert at any time, and otherwise waives, any "moral rights" that Vendor may have in the Developments, and Vendor hereby assigns to Mirion all moral rights therein. Vendor shall not disclose any information relating to this Order to any third party or in any manner advertise or publish the fact that it has furnished, or contracted to furnish Items hereunder, or use any mark or name of or otherwise refer to Mirion without the written consent of Mirion.

9. QUALITY – HEALTH AND SAFETY – SUSTAINABLE DEVELOPMENT.

The Vendor shall be liable for the quality of its supplies and services and shall maintain a quality control and management system that meets any criteria or technical specifications in a particular order. Mirion reserves the right to appoint a representative, or a client representative, to monitor fulfilment of an order in the workshops of the Vendor or Vendor's sub-contractors. Said representatives shall be granted access during working hours to enable them to fully complete their work.

In accordance with the principles of sustainable development, Mirion is committed to security, and the protection of individuals and the environment. Vendor shall utilize packaging which is recyclable, designed to avoid shipping damage, complies with the requirements of common carriers, and secures the lowest transportation costs. To reduce waste, Mirion requests that styrofoam material not be used in packages.

Any performance by Vendor on Mirion's premises shall be in full compliance with Mirion's rules and procedures, and in compliance with all federal and provincial laws and regulations regarding workplace safety, including without limitation, laws pertaining to occupational safety and health.

10. GENERAL

10.1. This Order shall be interpreted in accordance with the substantive and procedural laws of the Province of Ontario, without application of conflict of law principles, with exclusive venue in the Province of Ontario.

10.2. Vendor may not assign or subcontract this Order without the written consent of Mirion.

10.3. Any waiver by Mirion of any Vendor default will not be deemed to be a continuing waiver of such default or of any other term or condition.

10.4. No amendments or modifications will be valid or binding unless in writing and signed by both parties.

10.5. The Order sets forth the complete agreement between the parties and supersedes all prior or contemporaneous communications.

10.6. Performance will be excused to the extent impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other cause beyond the reasonable control of a party.

10.7. Parties will comply with all applicable laws and regulations.

10.8. The prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, incurred in any action to enforce its rights hereunder.

10.9. Either party's (a) failure to deliver goods or services when due; (b) filing of a voluntary or involuntary petition in bankruptcy, the appointment of a trustee or receiver, or an assignment for the benefit of creditors; or (c) any other act in violation of any of the provisions hereof, will constitute a breach.

10.10. Vendor and Mirion understand and agree that Vendor's relationship to Mirion shall be that of an independent contractor. **MIRION SHALL HAVE NO RESPONSIBILITY FOR THE PAYMENT OF TAXES, FOR**

WITHHOLDING OR CONTRIBUTIONS ON BEHALF OF VENDOR OR ITS EMPLOYEES. SUCH WITHHOLDING, PAYMENT, OR CONTRIBUTIONS SHALL BE THE RESPONSIBILITY OF VENDOR. Mirion shall not procure liability, workers' compensation, unemployment or other insurance on behalf of Vendor or its employees.

10.11. Vendor shall defend, indemnify and hold harmless Mirion, its officers, directors, employees and clients from any losses, liabilities, damages, demands, suits, causes of action, judgments, or expenses (including court costs and reasonable attorneys' fees) incurred by Mirion in connection with (i) any claim that the Items infringe or misappropriate any intellectual property or proprietary right of any third party, (ii) Vendor's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law, treaty, or regulation and (iii) any property damage, personal injury or death.

Vendor agrees that Mirion shall have the right to control and participate in the defense of any such demand, suit or cause of action, and that such suit will not be settled without Mirion's consent