

THESE TERMS AND CONDITIONS OF PURCHASE ("T&Cs") GOVERN ANY ORDER, ANY PO, AND ANY PURCHASE ("ORDER") OF GOODS (INCLUDING LICENSES) OR SERVICES (COLLECTIVELY, "PRODUCTS") BY MIRION TECHNOLOGIES (MGPI H&B) GMBH ("MIRION") FROM ANY VENDOR THEREOF ("VENDOR").

1. PURCHASE ORDER. Acceptance of this Order is limited to the terms hereof. If Vendor objects to any of the terms hereof, it shall notify Mirion in writing within 10 days and withhold delivery or performance until such objection is settled by the parties. Any proposal for additional or different terms is rejected. If this Order has been issued by Mirion in response to an offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by Mirion shall constitute an acceptance of such offer subject to the express condition that Vendor agrees to the additional and different terms set forth in this Order.

2. ORDER CHANGES/TERMINATION. Prior to completion of the Order, Mirion may make changes in the specifications, designs or drawings, or other description to which the Items are to conform by providing a written notification. If any such changes cause an increase or decrease in the cost of, or the time required for, the work, an adjustment may be made in the price or schedule, or both. Any claim by Vendor for an adjustment must be made in writing within twenty (20) days of the receipt of notice of the changes. Time is of the essence and Mirion may terminate this Order in the event of any delay by Vendor. Until acceptance of the Items, Mirion may terminate this Order at its discretion for any reason.

3. ACCEPTANCE. Mirion shall have a reasonable time, but not less than ninety (90) days after receipt to inspect and test the Items tendered by Vendor. 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. 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.

4. INVOICES. Invoices shall contain the following information as applicable: Purchase Order number, part number and/or description, quantity, and unit price. Any applicable taxes shall be shown separately. Vendor shall not invoice Mirion prior to delivery or performance. Mirion shall not be obligated to pay Vendor for Items if Vendor presents the invoice for such Items to Mirion more than ninety (90) days after the date the applicable fees are due

5. PAYMENT. Mirion shall pay undisputed invoices no later than 60 days from receipt of the invoices. If requested by Mirion, and permitted by law, Vendor shall combine or separate items on an invoice in order to minimize taxes. Mirion will not be responsible for any currency rate changes. If reimbursable travel expenses are invoiced, Seller shall submit an itemization and documentation of any such expenses.

6. MIRION 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.

7. 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.

8. WARRANTIES. Vendor warrants for two (2) years following delivery or one (1) year following commissioning, 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 conform to the highest standards of practice, 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 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.

9. INDEMNITY. 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.

10. INDEPENDENT CONTRACTOR RELATIONSHIP. 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.

11. EXPORT CONTROL. The products and/or services 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.

12. MISCELLANEOUS. This Order shall be interpreted in accordance with the substantive and procedural laws of Germany, without application of conflict of law principles, with exclusive jurisdiction of the competent courts of Mirion's corporate location. Any provision of this Order invalid under applicable law shall be deemed amended to conform to applicable law, or if it cannot be so amended, it shall be stricken and the remainder of this Order shall remain in full effect. Vendor shall protect as confidential information all facts relating to the transaction which is the subject of this purchase Order. Vendor may not assign or subcontract this Order without the written consent of Mirion. Vendor may not substitute any part of the Order without the prior written consent of Mirion. Upon sixty (60) days' notice, Mirion shall be given access to facilities where goods are being made or stored, or where services are being performed, and provided access to applicable records. The Order sets forth the complete agreement between the parties and supersedes all prior or contemporaneous communications. No amendments or modifications of this Order will be valid or binding unless in writing and signed by an officer of Mirion.