TERMS AND CONDITIONS OF SALE OF GOODS
REFERENCE 18/11/2022

1/ General

The parties hereby agree that orders shall be governed by these General Terms and Conditions of Sale which shall prevail over any previous exchanges, any other document of the Buyer and in particular any General Terms and Conditions of Purchase.

The parties must cooperate and mutually exchange information in a spirit of transparency, honesty and fairness throughout the negotiation, formation and performance of the Order.

In these terms and conditions of sale of goods, the capitalized words set forth below shall have the following meaning:

- **TCS**: the present terms and conditions of sale of goods;
- **the Supplier**: Cegelec NDT-PES S.A.S., a French simplified joint stock company [*société par actions simplifiée*] with a share capital of €12,001,000, which is registered in the Evry Corporate Register under number 537 933 913, whose registered office is located at Rue de la Mare aux Joncs – ZAE de la Tremblaie – 91220 Le Plessis Pâté (France) and operating under the registered trademark "**Actemium**";
- **the Purchaser** or the intended recipient of the item as defined here below and related documents;
- **the Order**: the Supplier's offer, the order form, these TCS and/or the special conditions of sale applicable and approved between the Purchaser and the Supplier, with the special conditions prevailing over these TCS ;
- **the Item**: the equipment, product(s), sealed radioactive source(s), software, document(s) and provision of related services that are the subject of the Order.

Except where expressly otherwise provided, the prices stated in the Supplier's offer shall remain valid for 2 (two) months from the date of issue of the Supplier's offer. Any extension of the validity period of an offer shall be made in writing and solely upon the initiative of the Supplier.

2/ Delivery

Except where expressly otherwise provided, the deliveries are made FCA (2020 Incoterm) in France (excluding oversees).

In all cases, the Item travels at the Purchaser's own risk. In case of damaged or missing items, it is the Purchaser's responsibility to place the necessary observations on record and to confirm its reservations by extra-judicial deed or by registered letter with acknowledgement of receipt to the shipper within three (3) days following the delivery of the Item.

The delivery shall be completed in accordance with the planned delivery programme, except in case of an event resulting from an external cause outside of the control of the Supplier or of a force majeure event. In case of exceedance of the time limits, the delivery dates shall be extended accordingly, without giving the right to compensation by means of damages, suspension or reduction of the payments or cancellation of the open Orders.

3/ Reception by the Purchaser

Without prejudice to the measures to take vis-à-vis the shipper, complaints in relation to visible defects or non-compliance of the Item delivered must be made by the Purchaser in writing within eight (8) days from the delivery of the Item, as evidenced by the date of the delivery slip.
It shall be the responsibility of the Purchaser to provide any documentary proof as to the genuine existence of the defects or absence of conformity observed. It must allow the Supplier to ascertain these defects and faults in compliance and to remedy them. It shall refrain from intervening itself or having a third party intervene for this purpose.

Unless otherwise provided by the special conditions, the Supplier is deemed to deliver the Item without installation.
In any event, the Purchaser remains liable for any works required in respect of correct commissioning of the installation (preparation of the easements) as well as implementation of special safety measures related to the activity if necessary.

4/ Deadlines

The Supplier undertakes to deploy all necessary means to meet the deadlines stated in the offer. Failing which due to reasons directly attributable to the Supplier, and provided that the delay has caused duly recorded damage entailing duly proven prejudice, the Purchaser shall exclusively be entitled to apply late delivery penalties after formal notice remained without effect and upon substantiated request calculated on the basis of the contractual sum, excluding taxes, of the Item concerned, at the rate of 0.2% per full business day of delay, limited to a maximum of 5% of the amount of the Order. These penalties shall represent flat rate damages and shall exclude any other compensation of the Purchaser in this regard and any other sanction for late delivery.

In the event of impossibility and/or postponement of delivery attributable directly or indirectly to the Purchaser compared to the envisaged contractual dates, the Supplier reserves the right to claim the payment of 80% of the balance of the Order (excluding any installation service), the Purchaser hereby accepting the principle of such invoicing.

5/ Prices

Unless otherwise provided by special conditions, the prices included in the offer are deemed to be firm and final and in Euros, excluding taxes. Their nature and their amount are specified in the offer. The Purchaser undertakes to pay the supplier the VAT indicated on the invoice.

Unless otherwise provided, the price of imported Item includes customs duties for a delivery to France (excluding oversees). Any variation in the rates or basis of calculation of the taxes or customs duties compared to those in effect on the date of acceptance of the Order can be passed on by the Supplier to the Purchaser at the time of invoicing.
Any duty, tax or other contribution to pay pursuant to French laws and regulations or those of an importer country or a country of transit shall be paid by the Purchaser.

Whatever the amount of the Order, the amount of the invoicing cannot be less than a lump sum of one hundred and fifty Euros, excluding taxes, (€150 excluding taxes).
For orders between one hundred and fifty Euros, excluding taxes, (€150, excluding taxes) and three hundred Euros, excluding taxes, (€300 excluding taxes), administration fees for the processing of the order of a lump sum of forty Euros, excluding taxes (€40 excluding taxes) shall be applied. For orders of between three hundred Euros, excluding taxes, (€300 excluding taxes) and six hundred Euros, excluding taxes, (€600 excluding taxes), administration fees for the processing of the order of a lump sum of twenty Euros, excluding taxes, (€20 excluding taxes) shall be applied.

The appliances of the Purchaser stored with the Supplier can be subject of invoicing for storage costs by the latter, the amount of which shall be stated in the offer or in the annual price list beyond three (3) months of storage with the Supplier.

6/ Payment

Unless otherwise provided by the special conditions, an advance invoice shall be issued by the Supplier for thirty percent (30%) of the amount of the Order, all taxes included upon acceptance of the offer by the Purchaser and an invoice for the balance (70% of the amount of the Order all taxes included,) shall be issued by the Supplier on the shipping date of the goods or at the end of the performance of the services. The invoiced price shall be paid by bank transfer within thirty (30) days from the issuance date of the invoice.

Any late payment shall bear interest automatically from the day following the aforementioned payment date at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 points, as calculated according to the conditions of Article L441-10-II of the French Commercial Code.
Moreover, without prejudice to the abovementioned penalties, an indemnity of forty Euros (€40) shall be automatically owed by the Purchaser in the event of late payment, for collection costs. If the collection costs incurred are higher than this indemnity, additional indemnification shall be due corresponding to the documented additional costs.

Furthermore, in the event of a breach by the Purchaser of its contractual obligations, the Supplier shall be entitled to suspend the delivery of the Item until payment of the amounts due, principal and interest, and/or proceed *immediately without formal notice* with the termination of the Order, without incurring either penalties or other sanction, in accordance with conditions described in article 11 hereinafter.

7/ Retention of title

THE SUPPLIER RETAINS THE TITLE OVER THE ITEM SOLD UNTIL SUCH TIME AS ACTUAL PAYMENT OF THE WHOLE PRICE IN PRINCIPAL AND RELATED COSTS IS MADE. THE REMITTANCE OF AN INSTRUMENT CREATING AN OBLIGATION TO PAY (BANK DRAFT OR OTHER) DOES NOT CONSTITUTE A PAYMENT WITHIN THE MEANING OF THIS CLAUSE. DEFAULT ON ANY OF THE INSTALMENTS CAN ENTAIL THE CLAIMING OF THE ITEM. THESE PROVISIONS DO NOT PREVENT THE TRANSFER TO THE PURCHASER, ON DELIVERY TO THE SHIPPER, OF THE RISKS OF LOSS AND OF DAMAGE TO OF THE ITEM SOLD AS WELL AS OF THE DAMAGE THAT THEY MAY CAUSE.
IN THE EVENT OF SEIZURE BY THIRD PARTIES OF THE PRODUCTS AFTER DELIVERY AND BEFORE PAYMENT OF THE PRICE, THE PURCHASER IS OBLIGED TO INFORM THE SUPPLIER THEREOF.
IN THE EVENT OF THE OPENING OF RECEIVERSHIP OR JUDICIAL WINDING-UP PROCEEDINGS, THE EQUIPMENT CAN BE CLAIMED IN ACCORDANCE WITH ARTICLE L.624-16 OF THE FRENCH COMMERCIAL CODE.

8/ Guarantee

In accordance with Article 1641 of the French Civil Code, the Supplier guarantees the Purchaser against hidden defects of the Item sold. This guarantee shall be limited to the duration of the contractual guarantee stipulated in the offer, (or, in case no duration is specified in the offer, to the duration stipulated in the TCS) and the Purchaser shall have a period of eight (8) days from the appearance of the defect to inform the Supplier of its claim under guarantee.

The Supplier guarantees that, on the delivery date, the Item is in good working order in accordance with the technical documentation expressly stipulated in the offer.

- Standard new Item is contractually guaranteed by the Supplier against any manufacturing defect or material defect for a period of twelve (12) months from the shipping date mentioned on the dispatch slip (unless the special conditions stipulate otherwise).

- X-ray tubes of stationary generators are guaranteed contractually by the Supplier against any manufacturing defect or material defect for a period of 18 (eighteen) months with a maximum of 2,000 high voltage hours from the delivery date mentioned on the dispatch slip.
  In the event of damage, the replacement costs shall be calculated *prorata temporis* for the period that has elapsed since the delivery date mentioned on the dispatch slip (provided that commissioning has been carried out by an operator approved by the Supplier).

- Ultrasound translators are contractually guaranteed by the Supplier against any manufacturing defect or material defect for a period of 6 (six) months from the delivery date mentioned on the dispatch slip.

- Acoustic emission sensors are contractually guaranteed by the Supplier against any manufacturing defect or material defect for a period of three (3) months from the delivery date mentioned on the dispatch slip.

- Sealed radioactive sources are not the subject of a contractual guarantee.

The duration of guarantee of repaired or replacement Item cannot exceed the period of initial guarantee of the defective Item. Furthermore, a guarantee of three (3) months shall be applied to the replacement item.

This guarantee shall apply only where the Item has been properly maintained according to the recommendations of the Supplier and provided that this Item has been used under normal conditions of use.
The guarantee does not cover defects resulting from normal wear and tear, unusual use or neglect as regards maintenance or servicing.
This guarantee does not cover products modified after having left the site of the Supplier, either by the installation of parts not manufactured by the Supplier or in any other way, unless these modifications have received the approval of the Supplier.
This guarantee ceases to be valid for any Item that has suffered an accident or fire.
The Supplier shall solely decide on replacement, on the repair of a defective part or reimbursement of the cost of the Item.
Unless otherwise provided, the guarantee does not cover the workmanship costs of the Supplier for dismantling, replacement of parts, repairs, adjustments, re-installation or any other work. Repairs are guaranteed for a period of three (3) months as from the repair work.

Shipping and insurance costs for the return of the Item to the site of the Supplier shall be paid by the Purchaser and the costs of re-shipping to the Purchaser shall be covered by the Supplier. During the guarantee period, travel costs for any request for work on site shall be at the Purchaser's expense.

During the month following the discovery of a defect, the Purchaser shall send the Item concerned to the Supplier. The Purchaser will attach to this shipment a detailed and documented report specifying the grounds for the claim.

THE PROVISIONS OF THIS CLAUSE CONSTITUTE THE SOLE OBLIGATION AS REGARDS TO ANY DEFECTIVE ITEM AND PREVAILS OVER ANY OTHER IMPLICIT OR EXPLICIT GUARANTEES EXISTING IN ANY OTHER DOCUMENT.

9/ Liability

The Supplier shall be solely and exclusively liable for material damages directly caused by him in connection with the Order.

The Supplier's total liability to the Purchaser for all matter arising under or in connection with the Order is limited to 100% (one hundred percent) of the amount (exclusive of tax) received by the Supplier in relation with the Order.

There shall be no liability of the Supplier for any indirect loss or damage which may be suffered by the Purchaser due to an Item such as, but not limited to, loss of revenue, loss of opportunity, loss of any contract, loss of profit, loss of data, deprivation of use of software, increase in expenses or costs (including costs incurred for computer file rebuilding).

There shall be no liability of the Supplier in case of contamination of goods or individuals related to the Purchaser which are caused by the Purchaser's use of the Item.

The Purchaser shall remain fully and exclusively liable for all contamination caused by the Items and undertake to hold harmless the Supplier (and/or its own suppliers and subcontractors) from any and all claims by third for contamination due to damage caused by the Purchaser in connection with the use of the Items, without limitation as to amount.

The Supplier shall not be held liable in any way whatsoever for any misuse of the Items or any failure to comply with the applicable rules of safety and/or rules of use. The Purchaser shall ensure that it complies with the applicable regulations on this matter.

10/ Ownership – Confidentiality

The Supplier shall retain the ownership of all of the documents issued by it and provided to the Purchaser or of which the Purchaser shall have knowledge in the framework of the Order. These documents can only be used by the Purchaser for the sole purposes of the performance of the Order. These documents shall be confidential and cannot be forwarded to third parties without the prior, written approval of the Supplier.
All of the know-how and intellectual property rights relating to the performance of the Order shall remain the exclusive property of the Supplier.

11/ Return of sealed radioactive sources at the end of use

Pursuant to Article R1333-161 of the French Public Health Code, the Supplier accepts to take back any sealed radioactive source supplied by it at the end of use at the request of the holder , which request must be made within ten (10) years (excluding any prolongation duly authorized by the French Agency of Nuclear Surety "ASN") from the date of the first registration visa of the IRSN (French Institute for Radiological Protection and Reactor Safety) specified on the supply request form, it being understood that the cost of return shall be borne by the Purchaser.

No return of a source must be made without the prior approval of the Supplier given after receipt:

- of a copy of the original supply request,
- of a copy of the original source certificate,
- of a certificate of non-contamination drawn up by an approved body,
- of a regulatory liability undertaking on the part of the Purchaser certifying the information forwarded as accurate.

All sealed radioactive sources shall be returned bare by their holders to the site of the Supplier, at the holder's own expenses and risk, packed and labelled in accordance with the applicable regulations.

ALL PROBLEMS RELATED TO THE IDENTIFICATION OF THE SEALED RADIOACTIVE SOURCES AND/OR RELATED TO INACCURACY OF INFORMATION CONCERNING THEM MAY GENERATE EXPENSES OR OTHER FINANCIAL CONSEQUENCES FOR THE SUPPLIER WHICH SHALL BE FULLY AND EXCLUSIVELY BORNE BY THE HOLDER. THE PURCHASER SHALL WARRANT THE SUPPLIER OF THE ENFORCEMENT OF THIS PROVISION.

12/ – Ethics and compliance – International sanctions

The Supplier's ethics and compliance policy forms part of Vinci Group's values and commitments as set out in a collection of documents available on the Vinci website at https://www.vinci.com/, or upon request from the Supplier, i.e. the Vinci Together manifesto, its Ethics and Conduct Policy, its endorsement of the ten principles of the UN Global Compact, its Vinci supplier global performance obligations policy, its sub-contractor relationships policy, and its human rights guidelines; collectively "Vinci's values".

The Supplier circulates and implements guidelines in all its business activities and intends to distribute its human rights policy defined therein to its partners, and consequently wishes to involve the Purchaser in its constant drive to improve human rights.

The parties also attach special importance to compliance with legislation and regulations on competition ethics, combating corruption and environmental policy. The Purchaser consequently undertakes in respect of its material obligations to (i) comply with applicable laws and regulations in all countries where it operates, (ii) respect Vinci's values in the course of the Order performance, (iii) respect human rights by preventing, limiting and making good current and future negative impacts, (iv) comply with all legislation and regulations on ethical competition and combating corruption, and to refrain from all unlawful conduct in this regard, (v) incorporate environmental aspects in conducting its business and to curb its environmental impact, (vi) implement and maintain its own appropriate policies and procedures to ensure respect for human rights and compliance with competition, anti-corruption and environmental protection rules, (vii) raise the awareness of its employees about respecting human rights, competition law, anti-corruption measures and environmental regulations, (viii) check and monitor its own supply and sub-contracting chain by requiring the same compliance from its own partners, (ix) immediately inform the Supplier of any request, act or omission or event that is inconsistent with or counter to Vinci's values and legislative and regulatory provisions concerning ethical competition, anti-corruption measures and environmental protection.

The Purchaser hereby permits the Supplier to conduct an audit on the Purchaser's sites, or to have one conducted by any third-party auditor, to check strict compliance with the obligations stipulated in the present Article.

In the event of a breach of this Article by the Purchaser, in addition to the sanctions stipulated in article 12 hereinafter the Purchaser will indemnify the Supplier for any penalties, fines, compensation, costs and/or expenditure and/or any other liabilities resulting from said breach.

The Purchaser undertakes to comply with all restrictive measures or sanctions (such as embargoes, asset freezes, economic sanctions, export of dual-use goods, etc.) in Europe and/or the United States concerning the sale, purchase, import, export or payment of any goods and/or the performance of any services, when such measures or sanctions are likely to directly or indirectly affect the Supplier, its staff, its bank, its commercial and/or financial intermediaries, its suppliers and service providers as well as its clients.
Any new restrictive measure or sanction coming into force during the performance of the Order, as well as any breach by the Purchaser of a restrictive measure or sanction during such performance shall suspend the performance of the obligations of the Order and shall entitle the Supplier to terminate the Contract with immediate effect at is discretion, without any prior notice and without any liability to the Purchaser.

The Purchaser, who may want to resell a sealed radioactive source (or an Item containing one) shall undertakes to provide the Supplier with a statement from the final user ("End User Statement"). The sale from the Purchaser to this end-user shall not be validated until the Supplier formal approval of the End User Statement.

13/ - Suspension – Remedies for non-performance - Termination

The parties agree that non-performance will be governed by the following conditions.

Either party can initiate termination of the Order in the event of a breach by the other party of its obligations in respect of the Order, after formal notice has been served by any valid method and not been acted upon with thirty (30) days, without prejudice to any compensation that the Party might claim from the party in breach.

The breach claimed must either a) be of particular seriousness or recurrent in nature, such that the security or continued performance of the Agreement is compromised, or b) result from the non-payment of one or more invoices, or unjustified and duly evidenced discontinuation of the Order, or Order suspension lasting a continuous two (2) months, or a breach of the provisions in the "Ethics and Compliance" Article 12 hereinbelow.

Termination will take effect without notice in the event of infringements of employment legislation, or of health and safety or security breaches posing a threat to either personal safety or to property, or if persons or property are placed in danger.

However, without prejudice to statutory or regulatory provisions, the Supplier reserves the right, in the event the Purchaser fails to pay one or more invoices, or fails to provide prior documents and information necessary for proper Agreement performance, or if the Purchases fails to perform any other obligations defined in the Order, fifteen (15) days after formal notice has been served and not been acted upon, to partly or totally suspend Service fulfilment, until such time as the documents and/or information are supplied or the sums owed are paid (principal plus penalties), and such suspension will be without penalty.

14/ - Personal data

14.1 Under the Order, the parties undertake to comply with all applicable laws relating to personal data (the "**Personal Data**") and in particular with Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regards to the processing of personal data and on the free movement of such data (together constituting the "**Applicable Law"**). Capitalized terms in this article 14 shall have the meaning given to them by the above-mentioned Regulation.

14.2 For the performance of the Order, the Purchaser shall be the Data Controller and the Supplier shall be the Data Processor. The Data Processor shall be authorised to process on behalf of the Data Controller the Personal Data necessary for the performance of the Order in accordance with the Applicable Law and the provisions below.
Within this framework, the Data Processor undertakes in particular to:

- process the Personal Data only on documented instructions from the Data Controller's, and only for the end purposes set out in the Order and for periods which do not exceed those required to achieve such end purposes;
- implement appropriate technical and organisational measures necessary to guarantee the storage, integrity and protection of the Personal Data;
- guarantee the confidentiality of the Personal Data processed under the terms of the Order;
- keep a register of processing operations in accordance with the Applicable Law;
- ensure that the persons authorised to process Personal Data by virtue of the Order (i) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and (ii) receive the necessary training in the protection of Personal Data;
- take account of the principles of Personal Data protection in relation to its tools, products, applications and services, through technology design to ensure that, by default, only Personal Data which are necessary for each specific purpose of the processing are processed;

- when transferring Personal Data to a country outside the European Union, to respect the Applicable Law;
- inform the Data Controller of any Personal Data breach without undue delay after becoming aware of such breach;
- assist the Data Controller in fulfilling its obligation to respond to any requests from data subjects wishing to exercise their rights regarding their Personal Data: right of access, right to restriction of processing, right to data portability, to erasure or any other rights to which the said data subjects are entitled to;
- assist the Data Controller with the performance of data protection impact assessment when such assessment is required;
- in case of subcontracting of any or all part of the processing of the Personal Data, to apply to its subcontractor the Data Processor's own obligations under this article.

Should the Supplier become Data Controller and the Purchaser becomes Data Processor for the performance of the Order, the above provisions would also apply.

15/ Governing law – Competent jurisdiction

The Order shall be exclusively governed by French law excluding the provisions of the Vienna Convention on the international sale of goods of 11 April 1980.

In the event of disagreements, disputes or challenges concerning the interpretation or the performance of the Order for any reason whatsoever and failing amicable agreement between the parties within thirty (30) days following the referral by either of them, the Paris Commercial Court [*Tribunal de Commerce de Paris*] shall have exclusive jurisdiction to rule on said dispute.