

## General Terms and Conditions of Gamma-Service Recycling GmbH in connection with the sale and delivery of radioactive substances and radiation sources

### 1 GENERAL

- (1) The present "General Terms and Conditions of Gamma-Service Recycling GmbH in connection with the distribution and delivery of radioactive substances and radiation sources" (hereinafter "GTC") are an integral part of the contractual agreements concluded by Gamma-Service Recycling GmbH and the customer for the deliveries and services of Gamma-Service Recycling GmbH. Unless otherwise agreed, all offers, acceptances and services are made exclusively on the basis of these GTC. In the context of an existing business relationship with the customer, the GTC are also considered part of the contract, even if their inclusion is not expressly pointed out by us.
- (2) The following apply to ongoing contracts: Modifications to these GTC will be provided to customers in writing (text form is sufficient). If the customer has agreed on an electronic communications channel as part of the business relationship, the modifications may also be provided that way if the type of transmission allows the customer to store the modifications in legible form or print them out. Modifications are considered approved if the customer does not object in writing or by using the agreed-on electronic channels. Specific reference will be made to this consequence when notification is made. The customer must send the objection to us within six (6) weeks after notification of the changes.
- (3) Differing terms and conditions of the customer are hereby rejected by Gamma-Service Recycling GmbH; these are not considered accepted even when the contract is executed. The first sentence also applies to any rules that might apply concerning contractual penalties. Other agreements, in particular guarantees, amendments and side agreements are only effective upon express consent of Gamma-Service Recycling GmbH.
- (4) Should a translation of the GTC into another language allow for an interpretation of the text that differs from the one in the German original, the current German version applies if there is a doubt.

### 2 OFFERS/ORDERS

- (1) Offers by Gamma-Service Recycling GmbH are always non-binding, unless indicated otherwise in the offer. All offer documents remain the property of Gamma-Service Recycling GmbH and may not be reproduced or made available to third parties without its consent. This is without prejudice to copyright or other rights to intellectual property. The second sentence does not apply to the competent authorities.
- (2) The contract comes into force only upon the order confirmation by Gamma-Service Recycling GmbH. This also applies to ongoing framework contracts, so that the individual order becomes binding only by our order confirmation.
- (3) If there are any, drawings and illustrations that are part of the offer are only approximate unless explicitly indicated in the offer as binding. We reserve the right to make modifications of a normal commercial nature and those representing technical improvements if the use for the contractually intended purpose is not affected. The contract is only concluded if the customer submits to Gamma-Service Recycling GmbH the necessary permits for handling radioactive substances including outside of Germany and the standard declaration confirmed by its competent authority in accordance with Regulation (EU) No. 1493/93 within EU. Even outside the EU, the permit needed under local law to handle radioactive materials must be presented for a contract to be formed. The permit must be provided in German or English. Any costs associated with provision of the permit will be borne by the customer.
- (4) If the order and thus the production of the goods is triggered at the request of the customer before the necessary permits and/or proof of the handling permits have been obtained, the customer bears all arising risks if the contract does not come into force pursuant to § 2 (3).
- (5) If, after conclusion of the contract, adjustments to the cost regulations for the disposal of radioactive waste are made by the competent state collection agency and if these adjustments were not foreseeable for Gamma-Service Recycling GmbH upon conclusion of the contract, we shall be entitled to assert a corresponding price adjustment to the customer.
- (6) Differing terms and conditions of the customer are hereby rejected by Gamma-Service Recycling GmbH; these are not considered accepted even when the contract is executed. Other agreements, in particular guarantees, amendments and side agreements are only effective upon express consent of Gamma-Service Recycling GmbH.

### 3 DELIVERY AND SHIPMENT CONDITIONS

- (1) Delivery and service deadlines and periods are only approximate (and not fixed) unless they have been agreed in writing. The date of our confirmation of the order, or receipt of payment if the customer has an obligation to pay in advance, is the relevant date for the beginning of the period for deliveries and services. If absolute delivery time periods have been agreed upon, any customer rules about any contractual penalties if the delivery deadline is not met are hereby disclaimed.
- (2) The customer must ensure that the goods are accepted by an authorized recipient in accordance with current national and international provisions of law.
- (3) If delivery is delayed due to reasons attributable to the customer, delay in acceptance and transfer of performance risk starts as soon as Gamma-Service Recycling GmbH has informed the customer of its readiness to deliver. Gamma-Service Recycling GmbH is entitled to charge the customer for costs incurred, such as for storage. The second sentence applies as well if

the delivery is delayed because the permissions and/or evidence of a handling permit are not present.

- (4) The customer is entitled to withdraw pursuant to statutory provisions only if Gamma-Service Recycling GmbH is responsible for the delay in delivery and the customer has set a reasonable deadline for delivery in accordance with statutory provisions and this deadline has not been met by Gamma-Service Recycling GmbH. The withdrawal pursuant to the first sentence is excluded if the customer is solely or primarily responsible for the circumstance that would entitle it to withdrawal or if the circumstance occurs at a time when the customer is in default of acceptance. In such cases, there are no entitlements to damage. In any case, Gamma-Service Recycling GmbH is obligated to immediately notify the customer regarding the unavailability of deliveries and services.
- (5) Normal commercial additional or reduced deliveries are permitted if a specific amount is not recognizably at issue. Partial deliveries are also permitted to a reasonable extent. When this is done, every partial delivery is an independent legal transaction.
- (6) With conclusion of the contract, the customer commissions Gamma-Service Recycling GmbH with the shipping or transport of the goods on behalf of the customer. That does not apply if the customer objects in writing to us doing the shipment/transportation immediately after confirmation of the order. For sending, the delivery deadlines and periods refer to the time turned over to the freight forwarder, transporter or other third party entrusted with the transportation.
- (7) The Incoterms 2010 agreed upon in the order confirmation apply.
- (8) Packaging provided by Gamma-Service Recycling GmbH must be used for the shipment of radioactive substances and other goods. If lent packaging is used, Gamma-Service Recycling GmbH will charge the customer a fee for its use. Within 30 days after being sent out, the lent packaging must be returned freight prepaid to the address provided by Gamma-Service Recycling GmbH. If the rental deadline is extended under the second sentence, a lending fee per month begun will be charged. Returned packaging must be free of radioactive contamination. The customer is liable for all damage caused by improper handling or any decontamination expense from exterior contamination. Removal costs and additional costs caused by damage to the containers will be charged to the customer.
- (9) Shipment will be made consistent with the rules in law about transportation of hazardous material. The choice of the shipping route and the shipping method is at the sole discretion of Gamma-Service Recycling GmbH. Additional costs based on customer requests will be charged to the customer.

### 4 TRANSPORT, ACCEPTANCE, RENTAL CONTAINER

- (1) The customer is solely responsible for applicable declaration of the substances or radiation sources in accordance with acceptance conditions; it is liable for the accuracy and completeness of the information provided. Gamma-Service Recycling GmbH is entitled to examine, even before acceptance of the substances or radiation sources, whether the specification of the substances or radiation sources complies with the specifications specified by the customer. The inspection is carried out at the expense of the customer, unless the inspection results in an insignificant deviation.
- (2) Gamma-Service Recycling GmbH is only obligated to process the substances or radiation sources of the customer in the agreed quantity if the substances or radiation sources comply with the specification specified by the customer and the acceptance conditions are met.
- (3) If agreed, Gamma-Service Recycling GmbH or a transport company commissioned by it collects the substances or radiation sources from the customer. The date and exact location of the collection will be arranged between the parties in advance. The customer undertakes to provide the agreed quantity of specification-compliant substances or radiation sources at the agreed location at the agreed date in such a way that further processing and loading can take place without delays. It further agrees to hand over to the carrier unsolicited all necessary documents which the carrier must carry with it in accordance with the statutory provisions, in particular those pertaining to hazardous materials or transport.
- (4) If the waiting time for reasons for which the customer is responsible exceeds 30 minutes between the arrival of the transport and the complete loading, the customer must reimburse Gamma-Service Recycling GmbH for the resulting additional costs. The same applies to costs for empty trips, which are caused by the conduct of the customer in breach of contract.
- (5) If, after acceptance of the substances or radiation sources, it is ascertained that the substances or radiation sources deviate from the specifications specified by the customer not merely insignificantly or do not meet the acceptance conditions, the customer shall be obligated to immediately collect and take back the substances or radiation sources at the location which they are at the time. Alternatively, Gamma-Service Recycling GmbH may invoice the customer for additional expenses or carry out the return transport to the customer itself or commission third parties for this purpose. The costs are borne by the customer. The right pursuant to No. 4 remains unaffected.
- (6) If agreed, Gamma-Service Recycling GmbH provides the customer with suitable containers for the substances or radiation sources on a loan basis. Only substances or radiation sources with the specification specified by the customer may be filled into the containers. The customer must ensure that the containers are properly handled and sufficiently secured. The customer is

liable for any loss, damages through improper handling or any decontamination costs incurred through external contamination for which it is responsible; it is solely responsible for ensuring public safety. The containers remain the property of Gamma-Service Recycling GmbH. It is also entitled at any time to exchange the containers for other containers. In the event of termination of the contract, the containers must be returned to Gamma-Service Recycling GmbH immediately. Removal costs and additional costs caused by damage to the containers will be charged to the customer. The contaminations on the outer surface of the containers must not exceed the permissible limits of surface contamination in accordance with the acceptance conditions of Gamma-Service Recycling GmbH on return.

(7) For the acceptance of radioactive substances or radiation sources in containers not provided by Gamma-Service Recycling GmbH, the customer must present a declaration of conformity of the containers regarding suitability for the transport of radioactive substances in accordance with the applicable hazardous materials regulations before collection.

## 5 PROCESSING

(1) Contractual processing obligation of the Gamma-Service Recycling GmbH refers only to substances that comply with the specifications specified by the customer; No. 3 (2) applies accordingly. If the substances or radiation sources do not meet the specification specified by the customer, Gamma-Service Recycling GmbH is not obligated to process or perform the services for the customer. If it nevertheless carries out the processing or service, Gamma-Service Recycling GmbH is entitled to claim compensation for all additional expenses arising in the processing or service from the settlement between the specifications specified by the customer and the actual specifications.

(2) Gamma-Service Recycling GmbH is entitled to claims against the customer for damages incurred in the course of the fulfillment of the contractual obligations. In particular, this includes damage to the machines used by Gamma-Service Recycling GmbH. This claim does not apply to damage caused through slight negligence by Gamma-Service Recycling GmbH.

(3) Further rights, in particular the assertion of damages, remain unaffected.

## 6 SERVICING

(1) Services may include work on customer's own radioactive or inactive substances, in particular installation and disassembly, dismantling, repairs, leakage tests, transfer, cleaning, decontamination, storage, transport and other contract work. The execution of these works on the property of third parties is at the customer's risk. Prices are computed based on materials used and time spent and contractually agreed. In the case of radioactive products, the measurement results of Gamma-Service Recycling GmbH are binding for the activity contents and emissions insofar as Gamma-Service Recycling GmbH does not rely on the information provided by the customer. To the extent that the services are based on customer information, the customer guarantees the completeness and accuracy of the information provided.

(2) The costs for the outgoing and return transport are borne by the customer. The first sentence does not apply for cases pursuant to § 6 (5). At the request of the customer paid insurance can be taken out against loss and/or damage to the goods for the transport and for the duration of the stay in the works of the Gamma-Service Recycling GmbH.

## 7 REMUNERATION

(1) The agreed prices are exclusive of applicable VAT. A usage fee will be charged for containers made available by Gamma-Service Recycling GmbH.

(2) The fee is payable within 14 days of the date of invoice without deductions, unless agreed otherwise in writing.

(3) If the customer is in default of payment, Gamma-Service Recycling GmbH is entitled to claim default interest at the statutory rate until the customer has paid in full. Doing so does not exclude assertion of damage extending beyond that.

(4) Gamma-Service Recycling GmbH is entitled at any time, even in the course of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. The Gamma-Service Recycling GmbH declares a corresponding reservation at the latest with the order confirmation.

(5) Gamma-Service Recycling GmbH is entitled to offset payments against its previous debts, despite contrary provisions of the customer. The customer will only be entitled to offset or withhold if its counterclaim has been made final and unappealable, is uncontested or has been recognized in writing by us. Assertion of withholding rights not relating to the same contractual relationship is not allowed.

(6) The customer's obligation to pay does not go away if the goods cannot be delivered for reasons due to the customer that do not fall under § 3 (3). That applies in particular in the event that such documents which prove the entitlement of the customer or that of a third party being supplied by the customer to receive the goods are not sent to us, or are not sent completely or not sent on time.

## 8 RETENTION OF TITLE

(1) Gamma-Service Recycling GmbH retains ownership of the sold goods (reserved goods) until full payment, even if they are installed in facilities or passed on (extended reservation of title). This also applies to all future deliveries, even if the seller does not explicitly refer to them again.

(2) In the event of default of payment by the customer, Gamma-Service Recycling GmbH is entitled to prohibit the customer from using the reserved goods and, if necessary, to take them back. The return constitutes a withdrawal from the contract only if Gamma-Service Recycling GmbH expressly states this in writing. Additional costs derived from the return will be charged

to the customer. Additional costs within the meaning of the third sentence include, without being restricted to, the cost of inspecting incoming material, issuing expert opinions and disposal.

(3) If the reserved goods are processed by the customer, it is agreed that the processing takes place in the name and for the account of the seller as the manufacturer and the seller acquires directly the ownership or, if the processing is made with substances of several owners or the value of the processed item is higher than the value of the reserved good, the co-ownership of the newly created items in proportion of the value of the reserved goods to the value of the newly created items. In the event that no such acquisition of ownership by the seller occurs, the customer hereby assigns its future ownership or co-ownership of the newly created item to the seller as security.

(4) The reserved goods are also considered as such, as far as they are connected with other items of the customer or third parties, as an independently removable equipment or as equipment protected by special rights. If the reserved goods are combined with other items not belonging to the customer or if protection by special rights is lost, Gamma-Service Recycling GmbH acquires co-ownership of the new item in the ratio of the value of the reserved goods to other combined items at the time of combination.

(5) If the customer is not in arrears with payment, it is authorized to sell the goods subject to retention of title to third parties as part of the normal course of business. However, the customer hereby assigns to Gamma-Service Recycling GmbH the claims due to it from the resale, including all ancillary agreements. The customer must ensure that the resulting claims are transferred to Gamma-Service Recycling GmbH. Until revoked, the customer is authorized to collect the receivables assigned in its own name and for its own account. As long as the customer meets its payment obligations under the business relationship, Gamma-Service Recycling GmbH is not entitled to revoke this authorization. If the conditions of a revocation and its declaration are met, the customer is obligated to disclose the unpaid claims and their debtors, to provide the information and documents required for the collection and to notify the debtor of the assignment to Gamma-Service Recycling GmbH without delay.

(6) In the case of access by third parties to the reserved goods, in particular in case of seizure, the customer will point out the ownership of Gamma-Service Recycling GmbH and inform Gamma-Service Recycling GmbH immediately. The customer is not authorized to pledge or transfer a security interest in the goods subject to retention of title.

(7) In the event of breach of contract by the customer, in particular in the case of non-payment of the due purchase price, Gamma-Service Recycling GmbH is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the goods on the basis of the retention of title. The request for publication does not at the same time include the explanation of the withdrawal; Gamma-Service Recycling GmbH is entitled to demand only the goods and to reserve the right of withdrawal. If the customer fails to pay the due purchase price, Gamma-Service Recycling GmbH may assert these rights only if the customer has failed to meet a previously set reasonable deadline or the setting of such a deadline can be dispensed with according to the statutory provisions.

## 9 WARRANTY

(1) Gamma-Service Recycling GmbH warrants that the delivered goods are free of material defects upon transfer of risk. The goods are free of defects if they have the characteristics agreed upon. If Gamma-Service Recycling GmbH is responsible for assembly of the goods, there is also material defect if this is carried out improperly.

(2) Warranty is excluded for the goods that have been repaired or modified by those who are not authorized representatives of Gamma-Service Recycling GmbH, are subject to misuse, breach of duty of care or accident, or which have been operated, maintained or inspected contrary to the operating instructions or regulations provided by Gamma-Service Recycling GmbH.

(3) The delivered goods must be inspected carefully by the customer or the third party appointed by the latter immediately upon receipt for identifiable defects. The goods shall be deemed approved unless we receive a written notice of defects within seven (7) calendar days of receipt of the goods or immediately upon detection of the defect. If the defects were not recognizable in spite of careful inspection, this deadline applies after the defect is found. Damages to the packaging and other recognizable transport damages to the goods are to be reported to the forwarder, carrier or other person responsible for the shipment upon delivery. Non-obvious defects are to be reported in writing immediately after their occurrence, but no later than within one year from the transfer of risk. Upon receipt of a notice of defect, Gamma-Service Recycling GmbH will investigate the alleged defect within a reasonable period of time. Section 377 of German Commercial Code (HGB) applies in addition.

(4) In the event of defects, Gamma-Service Recycling GmbH is obligated, at its discretion, either to remedy these or to deliver faultless goods within a reasonable period of time. It is not until this follow-on performance is unsuccessful or not provided within a reasonable deadline that the customer, at its discretion, may withdraw from the contract or reduce the purchase price.

(5) At the request of Gamma-Service Recycling GmbH, the rejected goods are to be returned freight paid and properly packaged. In the event of justified complaint, the necessary costs incurred in connection with returning the goods shall be reimbursed by Gamma-Service Recycling GmbH. Goods must be returned in accordance with the statutory provisions, in particular those pertaining to hazardous materials or transport.

(6) All warranty claims become time-barred one year after the delivery of the goods or from installation of the goods, insofar as these are owed. This period does not apply to claims for damages of the customer resulting from injury to life, limb or health or from intentional or grossly negligent breaches of duty by

the seller or its vicarious agents, which become time-barred in each case in accordance with statutory provisions.

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#### **10 LIABILITY**

(1) Unless otherwise stated in these General Terms and Conditions, Gamma-Service Recycling GmbH shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) Gamma-Service Recycling GmbH is liable for damages - for any legal reason whatsoever - in the context of fault liability in cases of intent and gross negligence. In the case of simple negligence, Gamma-Service Recycling GmbH is only liable for damage resulting from injury to life, limb or health, as well as for damages resulting from the not insignificant breach of a material contractual obligation (cardinal obligation), subject to a milder standard of liability according to the statutory provisions. In the latter case, the liability is limited to reimbursement for typically foreseeable damage.

(3) The above-mentioned limitations of liability apply to the same extent in favor of the bodies, legal representatives, employees and vicarious agents of Gamma-Service Recycling GmbH.

(4) The limitations of liability do not apply if Gamma-Service Recycling GmbH has fraudulently concealed the lack of its performance, exceptionally assumed a guarantee for the quality of the service or if the customer is entitled to claims under the Product Liability Act.

(5) Unless other time-barring periods are prescribed by law, the time-barring period for liability claims against Gamma-Service Recycling GmbH is one (1) year from the beginning of the statutory time-barring period.

#### **11 FORCE MAJEURE/LOSS OF PERMITS OR PROCESSING CAPACITY**

(1) If the customer is prevented from provision of agreed quantities of substances or sources of radiation appropriate to specifications due to force majeure or if Gamma Service Recycling GmbH is prevented from collecting due to force majeure, the contracting party concerned shall be exempt from the respective performance obligations for the duration of the impediments without being obligated to pay compensation to the other contracting party. Force majeure cases include, in particular, industrial disputes, serious transport disruptions or non-culpable disruption of operations.

(2) In the absence of regulatory approvals required for the services to be provided by Gamma-Service Recycling GmbH, the latter is entitled to revoke binding offers and to withdraw from contracts without compensation.

(3) In the absence of capacity for processing the substances or radiation sources of the customer or carrying out services after the conclusion of the contract for reasons beyond the control of Gamma-Service Recycling GmbH, the latter shall only be obligated to acquire replacement capacities for processing elsewhere within the limits of what is economically reasonable. Such an acquisition obligation is economically feasible, in particular, if the cost of using the replacement capacity exceeds the compensation agreed with the customer by more than 10%.

#### **12 TERMINATION**

If Gamma-Service Recycling GmbH is commissioned with the ongoing processing of the substances of a customer, it can terminate the processing order at any time subject to a notice period of ten (10) days, unless agreed otherwise.

#### **13 DETERIORATION OF THE CUSTOMER'S ASSETS**

(1) If Gamma-Service Recycling GmbH becomes aware of facts after the conclusion of the contract that put customer's solvency into question, it shall be entitled to demand full payment or provision of appropriate security before further execution of the order or to withdraw from the contract after setting a reasonable grace period for the full payment or provision of security.

(2) Facts that call into question the solvency of the customer are, in particular, continued pledging or other enforcement measures over the assets of the customer or the application for or the opening of insolvency proceedings over the assets of the customer.

#### **14 PRIVACY POLICY**

To conduct our business relationships, it is necessary that we process your personal data. We will use your data within Eckert & Ziegler AG for billing purposes and forward it to subcontractors for fulfilling the order. Please consult the Privacy Policy section on our website to find out about your rights and responsible officials.

#### **15 FINAL PROVISIONS**

(1) The customer is only entitled to set-off and retention rights if its counter-claim has been legally established, is undisputed or has been acknowledged in writing by Gamma-Service Recycling GmbH. Assertion of withholding rights not relating to the same contractual relationship is not allowed.

(2) Jurisdiction for all disputes arising from the contractual relationship is the registered office of Gamma-Service Recycling GmbH.

(3) The legal relations between the parties are governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.

(4) Should individual provisions of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision or of the invalid part of the provision, a legally valid provision shall be deemed to have been agreed which comes closest to the economic purpose pursued by the invalid provision in a legally permissible manner. The same applies mutatis mutandis if the contract contains gaps.