

## NUCLEAR LIABILITY RIDER

The additional terms and conditions of this Nuclear Liability Rider (“Rider”) are incorporated into the Techentics Group Terms and Conditions of Sale and shall apply in the event materials or services provided by Techentics are used, or otherwise employed in, or in connection with a nuclear facility or activity. Unless otherwise stated herein, all capitalized terms in this Rider shall have the meaning ascribed to them in the Atomic Energy Act and/or the Nuclear Regulatory Commission’s implementing regulations as applicable.

A. **Public Liability Protections:** Notwithstanding anything contained in the purchase order to the contrary, (a) Buyer, or Nuclear Regulatory Commission Licensee (“Licensee”) of the facility at which the materials or services are used or delivered (if Buyer is not the Licensee) shall obtain and maintain for the benefit of Seller and Seller Suppliers (1) an agreement of indemnification with the United States Nuclear Regulatory Commission or successor Government agency as provided by Section 170 of the Atomic Energy Act of 1954, as amended, and (2) nuclear liability insurance from NEL-ANI or MAELU, or both in such form and such amount as will meet the financial protection requirements established pursuant to Section 170 of said Act. (b) The agreement of indemnification and nuclear liability insurance shall be in effect on or before commencement of operation of the Nuclear Facility or the first arrival of nuclear fuel at the site of the facility, whichever first occurs, and shall remain in effect during the period of operation of the facility, including any post operating decommissioning period where the potential for a Nuclear Incident still remains. (c) In the event that the nuclear liability protection system contemplated by Section 170 of the Atomic Energy Act of 1954, as amended, is repealed or changed, Buyer or Licensee will obtain and maintain in effect, to the extent available, nuclear liability protection which will not impair the protection provided by such nuclear liability protection system to Seller and Seller Suppliers to the same extent that Seller and Seller Suppliers would have been protected had the nuclear liability protection system contemplated by Section 170 of the Atomic Energy Act not been repealed or changed.

B. **Waiver and Indemnification:** Notwithstanding any other provision in any purchase order, including any reference to or agreement by Seller for indemnification of Buyer, neither Seller nor Seller Suppliers shall have any liability to Buyer, Licensee, or any third party for any personal injury, property damage, loss of use of any property, or any other form of loss or damage, whether caused by the negligence of Seller, Seller Suppliers or otherwise, arising out of or relating to a Nuclear Incident or Precautionary Evacuation occurring at any facility at which the materials or services are used or delivered in any manner. Buyer (and Licensee, if different from Buyer), assumes all liability of Seller and Seller Suppliers for all such claims and shall indemnify, defend and hold harmless Seller and Seller Suppliers, from and against any and all such claims or losses. With respect to any property damage insurance policies which Buyer or Licensee purchases in connection with the Nuclear Facility, Buyer and/or Licensee hereby waives, and will secure from the insurance carrier or carriers a written waiver of, all rights of recovery or subrogation, if any, against Seller and Seller Suppliers caused by or arising out of a Nuclear Incident or Precautionary Evacuation, whether caused by negligence of Seller, Seller Suppliers or otherwise.

C. **Transfer:** Buyer and Licensee shall not transfer or permit the transfer of any equipment or material supplied by Seller pursuant hereto to any other person for use in connection with a Nuclear Facility or other Nuclear Installation unless and until Buyer or Licensee has obtained the written agreement of the transferee to accept and comply with these conditions, provided that in the event of a transfer of such equipment or material to a Nuclear Installation other than a Nuclear Facility the transferee shall not be required to obtain or maintain an agreement of indemnification pursuant to condition A. above but shall be required pursuant to condition A. above to carry NEL-ANI and MAELU nuclear liability insurance in the maximum amount available or such lesser amount as Seller

may in writing agree. Failure of Buyer or Licensee to comply with this condition shall make the Buyer and Licensee the indemnitors of Seller and/or Seller Suppliers to the same extent that Seller and Seller Suppliers would have been protected had such transfer not occurred.

D. **Warranty:** Although this Rider shall not affect Seller's obligation under any product warranty, Seller shall not be obligated to perform any decontamination which may be a prerequisite for Seller's fulfillment of the warranty and Buyer or Licensee hereby agrees to perform any such required decontamination without any costs to Seller.

E. **Agreement by Licensee:** In the event Buyer is not the Licensee of the Nuclear Facility, it shall obtain the signature of the Licensee at the end of these conditions and provide Seller with a fully executed copy. At any time that it becomes apparent to Seller that a completely executed document has not been provided to the Seller, Seller shall have the right to terminate the work and charge Buyer for all costs connected therewith. In the event materials or services are delivered to or performed for the Licensee, Seller and Seller Suppliers shall be protected to the same extent that Seller and Seller Suppliers would have been protected had such fully executed document been received by Seller.

F. **Definitions:** (a) "Nuclear Facility" means any facility, required to provide financial protection pursuant to Section 170 of the Atomic Energy Act of 1954, as amended. (b) "Nuclear Installation" means any installation (other than a Nuclear Facility) involving activities giving the risk of a Nuclear Incident if the risk of liability from any such activity is excluded by the standard Nuclear Liability Exclusion Endorsement contained in conventional liability insurance policies. (c) "Nuclear Incident" means any occurrence causing bodily injury, sickness, disease, or death, or loss or damages to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties or source, special nuclear, or byproduct materials. (d) "Source, special nuclear, and byproduct material" shall mean such materials as defined in the Atomic Energy Act of 1954, as amended. (e) "NEL-ANI" shall mean Nuclear Energy Liability-American Nuclear Insurers. (f) "MAELU" shall mean Mutual Atomic Energy Liability Underwriters. (g) "Seller" shall mean Technetics Group, EnPro Industries, Inc. its successors and assigns, its parent company and any of its subsidiaries and affiliates and the officers, directors, employees, consultants, and agents of same. (h) "Seller Suppliers" means any vendors, contractors, licensors, or other entities, and their officers, directors, employees, consultants, and agents, that supply equipment, materials, information, financing, or services to Seller in connection with Seller's products, services and/or Materials or services.

COMPANY: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Licensee: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_