

Nuclear Terms and Conditions – Paris Convention/Vienna Convention

Disclaimer of liability clause in the event of nuclear injury and/or damage

These conditions form part of the General Conditions of Sale of the Technetics Group (hereinafter referred to as Technetics and/or the Seller) and shall apply if the products or services supplied by Technetics are used or installed on or in connection with a Nuclear Installation or in the frame of a nuclear activity. Unless otherwise specified in regard to the present conditions, all terms commencing with a capital letter shall have the meaning attributed to them in the legal texts and applicable to public liability in the field of nuclear energy i.e. the Paris Convention of 29.7.1960 as amended by the supplementary protocol of 28.1.1964, by the protocol of 16.11.1982 and by the protocol of 12.2.2004 currently in the process of ratification. In any case the clause shall apply whatever Law applies to the nuclear liability.

- A. **Liability of the nuclear Operator and/or the Buyer:** notwithstanding any and all provisions to the contrary stipulated or likely to be stipulated in the order form only, the liability of the nuclear Operator and/or the Buyer (should the latter differ from the Operator) alone shall be incurred in the event of a Nuclear Incident and/or Nuclear Damage resulting in the impairment of both property and/or persons, irrespective of whether such events occur on site or off site.

The Buyer (should the latter not be the Operator) and/or the Operator of the Nuclear Installation where the products or services provided by Seller are used or delivered, shall be bound to contract for and maintain civil nuclear liability insurance for coverage of nuclear risks. This civil nuclear liability insurance is to be taken out at the very latest on commencement of operations on the Nuclear Installation or on arrival of the Nuclear Fuel in the Installation. The first to occur of either of these two events shall trigger the date for taking out the aforementioned insurance coverage. The said insurance policy shall remain in effect for the full term of operation of the Nuclear Installation, including any period of dismantlement and disassembly of the Nuclear Installation post operation, and as long as the likelihood of a Nuclear Incident persists.

- B. **Disclaimer of liability:** notwithstanding any provision to the contrary stipulated or likely to be stipulated in the order form or in an agreement signed by the Seller with a view to indemnifying the Buyer, both the Seller and its Suppliers disclaim any liability in regard to the Buyer, the Operator or any third party in the event of a Nuclear Incident and/or Nuclear Damage impairing both property and/or persons and occurring either on the Nuclear Installation or off site. In this respect, both the Seller and its Suppliers disclaim any and all liability in the event of bodily injury, material damage, loss of use of goods or material or any economic loss arising from loss or damage to property or arising from loss of live or personal injury, or any direct or indirect prejudice resulting from said loss of or damage to goods including but not limited to loss of profits and/or revenue. The Seller and its Suppliers equally disclaim any liability for the cost of repairing an impaired environment, any shortfall in earnings directly related to any form of use or enjoyment of the impaired environment, any costs incurred in implementing Preventive Measures and any other damage, whatever the cause, when said damage derives from a Nuclear Incident or occurs at the time of a Nuclear

Incident or during evacuation of the Nuclear Installation where the Seller's products or services are used or have been delivered.

This general disclaimer of liability by the Seller in the event of a Nuclear Incident or Nuclear Damage shall apply even in the case of a fault or negligence (minor or gross) committed by the Seller, unless required otherwise by mandatory and statutory law.

The Buyer and/or the Operator (should the latter differ from the Buyer) shall be fully liable towards the Seller and its Suppliers and in the event of a third party claim against the Seller and/or its Suppliers, both the Buyer and/or the Operator (should the latter differ from the Buyer) shall indemnify and hold Seller and/or its Suppliers harmless from any claim for compensation or any form of court action brought against them.

In regard to the civil nuclear liability insurance policies taken out by the Buyer and/or the Operator, the latter hereby waive, and commit themselves to ensuring that their respective insurance agents equally waive in writing to bringing any form of court action, claim for damages or claiming rights of recovery or subrogation against the Seller and its Suppliers for any events and/or damage deriving by way of a Nuclear Incident or occurring at the time of a Nuclear Incident and/or the evacuation of a Nuclear Installation, irrespective of where such damage occurs or its cause, even in the case of the Seller's fault or negligence (minor or gross), unless required otherwise by mandatory and statutory the law.

- C. **Transfer:** the Buyer and/or the Operator 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 Operator has obtained the written agreement of the transferee to accept and comply with these condition. Failing the foregoing, the said assignment shall be non binding on the Seller. Under no circumstance shall this transfer exempt the Buyer and/or the Operator from their liability as set forth in points A and B hereinabove. Any failure by the latter to comply with these conditions shall incur their joint liability towards the Seller and its Suppliers.

D. Seller's 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 Operator hereby agrees to perform any such required decontamination without any costs to Seller. The Buyer and/or the Operator hereby consent to perform any and all decontamination operations required, without the Seller having to bear the cost of such an operation. The consequent suspension of warranty obligations shall not entitle the Buyer and/or the Operator to any form of indemnification.

- D. **Agreement by Operator:** In the event Buyer is not the Operator of the Nuclear Installation, it shall obtain the signature of the Operator at the end of these conditions and provide Seller with a fully executed copy, failing which 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 Operator, 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, the present provisions being deemed to apply to the Operator. In any event, if the Operator does not subscribe to the present conditions, the Buyer undertakes to guarantee and hold Seller and its Suppliers harmless from any claim for compensation for any nuclear damage or damage resulting from a nuclear accident (including but not limited to decontamination costs) that the Operator and/or any third party might bring against them.

E. Definition :

(a) « Nuclear Incident» shall mean any event causing bodily injury, illness, epidemics, death or loss of goods or material damage, or loss of use of goods arising out of or results either from the radioactive properties, or a combination of radioactive properties with toxic, explosive, or other hazardous properties of products or their origin, more particularly nuclear, or of any byproducts. Moreover, a Nuclear Incident shall mean any event or sequence of events of a similar origin which cause nuclear damage.

(b) « Buyer » shall mean the company which buys products and services from the Technetics Group, as stipulated in the general conditions of sale of the Technetics group.

(c) « Nuclear fuel » shall mean fissionable material in the form of uranium metal, alloy, or chemical compound (including natural uranium), plutonium metal, alloy, or chemical compound, and such other fissionable material as the Steering Committee (by the NEA) shall from time to time determine.

(d) «Nuclear damage » shall mean:

1. loss of life or personal injury;
2. loss or damage to property;
3. economic loss arising from loss or damage referred to in sub-paragraph 1 or 2 above;
4. the costs of measures of reinstatement of impaired environment;
5. any loss of income deriving from a direct economic interest in any use or enjoyment of the environment, incurred as a result of a significant impairment of that environment;
6. the cost of preventive measures and further loss or damage caused by such measures;

In the case of sub-paragraphs 1 to 5 above, to the extent that the loss or damage arises out of or results from ionizing radiation emitted by any source of radiation inside a nuclear installation, or emitted from nuclear fuel or radioactive products or waste in, or of nuclear substances coming from the radioactive properties of such matter, or from a combination of radioactive properties with toxic, explosive or other hazardous properties of such matter.

- (e) « Operator » of a nuclear installation shall mean the person designated or recognized by the competent public authority as the operator of this nuclear installation.
- (f) «Nuclear installation » shall mean the reactors, **including** those forming part of a mean of transport, factories for the manufacture or processing of nuclear substances, factories for the separation of isotopes of nuclear fuel; factories for the reprocessing of irradiated nuclear fuel; facilities for the storage of nuclear substances, including warehousing of these substances during transport, installations for the disposal of nuclear substances ; **including** those reactors, factories and facilities or installations that are in the process of being decommissioned and any other installation in which there are nuclear fuel or radioactive products or waste as the Steering Committee for Nuclear Energy of the Organisation (NEA) shall determine.
- (g) « Seller Suppliers » shall mean 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.
- (h) « Measures of reinstatement» shall mean any reasonable measures which have been approved by the competent authorities of the State where the measures were taken, and which aim to reinstate or restore damaged or destroyed components of the environment, or to introduce , where reasonable, the equivalent of these components into the environment. The legislation of the State where the nuclear damage is suffered shall determine who entitled take such measures is.
- (i) « Preventive measures » shall mean any reasonable measures taken by any person after a nuclear incident or an event creating a grave and imminent threat of nuclear damage have occurred, to prevent or minimize nuclear damage referred to in sub-paragraphs 1 to 5 above, subject to any approval of the competent authorities required by the law of the State where the measures were taken.
- (j) « Reasonable measures » shall mean measures which are found under the law of the competent court to be appropriate and proportionate, having regard to all circumstances, for example:.
1. the nature and extent of the nuclear damage incurred or, in the case of preventive measures, the nature and extent of the risk that such damage may occur;
 2. the probability that such measures at the time they are taken will be effective ;
 3. relevant scientific and technical knowledge and know-how.

(k) « Radioactive products or waste » shall mean any radioactive matter produced in or made radioactive by exposure to the radiation incidental to the process of producing or utilizing nuclear fuel, but doesn't include nuclear fuel or radioisotopes outside a nuclear installation which have reached the final stage of fabrication so as to be usable for any industrial, commercial, agricultural, medical, scientific or educational purpose.

(l) « Nuclear Substances » shall mean nuclear fuel (other than natural uranium and other than depleted uranium) and radioactive products or waste.

(m) « 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. .

COMPANY: _____

Signature : _____

Name: _____

Position: _____

OPERATOR: _____

Signature : _____

Name: _____

Position: _____