

Nuclear Terms and Conditions – Canada

Waiver of liability in the event of nuclear injury and/or damage

(the “Waiver”)

This Waiver forms part of the General Conditions of Sale of the Technetics Group and shall apply if the products or services supplied by the Seller are used or installed on or in connection with a Nuclear Installation or in the context of any nuclear activity, including any activity involving, relating to or arising from a Nuclear Installation, Radioactive Products or Waste or ionizing radiation. 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 *Nuclear Liability and Compensation Act*, as the same may be amended from time to time (the “**Nuclear Liability Act**”).

- A. **Liability of the Operator and/or the Buyer:** notwithstanding any and all provisions to the contrary stipulated or likely to be stipulated in the order form, the Operator and/or the Buyer (should the latter differ from the Operator) alone shall be liable for any damage that is caused by, arises in connection with, as a result of or which relates to a Nuclear Incident and/or Nuclear Damage, irrespective of whether such events occur on site or off site, and including any loss or damage to the Nuclear Installation or any property at or used in connection with the Nuclear Installation, except if Buyer or the Operator is not liable for such damage pursuant to Section 12 of the Nuclear Liability Act.

The Operator and/or the Buyer (should the latter not be 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 and/or other alternative financial security for coverage of nuclear risks. This civil nuclear liability insurance and/or other alternative financial security, is to be taken out on the earlier of (i) the commencement of operations on the Nuclear Installation or (ii) on arrival of the Nuclear Fuel in the Nuclear Installation. The said insurance policy and/or other alternative financial security 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 possibility of a Nuclear Incident persists.

- B. **Waiver of liability and indemnity:** notwithstanding any provision to the contrary stipulated or likely to be stipulated in the order form, in an agreement signed by the Seller with a view to indemnifying the Buyer, or in this Waiver, the Operator and/or the Buyer (should the latter not be the Operator) shall indemnify and hold harmless Seller and the Seller Suppliers, Seller affiliates, Seller Suppliers’ affiliates, and Seller and Seller Suppliers’ respective directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, “**Releasees**”) from and against any and all costs, claims, damages, losses or liability, including but not limited to any Nuclear Damage, claims for vicarious liability, contribution, indemnity, third party claims, personal injury, loss or damage to property, loss of use of goods or material, any economic loss or any direct or indirect prejudice resulting from said loss of or damage to goods, or loss of profits and/or revenue, (collectively, the “**Losses**”) under all types of law, suffered by Seller and its Releasees and which are caused by, arise in

connection with, a result of, or related to, the Nuclear Installation, any Nuclear Damage, any Nuclear Incident, or occurs at the time of a Nuclear Incident or during evacuation of the Nuclear Installation, except to the extent that the Seller intentionally caused the Nuclear Incident, wholly or partly, by an act or omission or under circumstances amounting to gross negligence.

The Buyer hereby fully waives, discharges, and releases the Seller and the Releasees from any and all Losses under all types of law, suffered by Seller and its Releasees and which are caused by, arise in connection with, a result of, or related to, the Nuclear Installation, any Nuclear Damage, any Nuclear Incident, occurs at the time of a Nuclear Incident or during evacuation of the Nuclear Installation, or any other event causing any loss or damage to the Buyer or the Operator occurring either on the Nuclear Installation or off site, except to the extent that the Seller intentionally caused the Nuclear Incident, wholly or partly, by an act or omission, in which case Section C of this Waiver shall apply.

The Operator and/or the Buyer (should the latter not be the Operator) shall indemnify and hold harmless the Seller and its Releasees for any liability for the cost of repairing an impaired environment, the cost of any Reasonable Measures, any shortfall in earnings directly or indirectly 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 such damage is caused by, arises in connection with, is a result of, or is related to, the Nuclear Installation, a Nuclear Incident, or occurs at the time of a Nuclear Incident or during evacuation of the Nuclear Installation, except to the extent that the Seller intentionally caused the Nuclear Incident, wholly or partly, by an act or omission or under circumstances amounting to gross negligence.

The Buyer hereby fully waives, discharges, and releases the Releasees of any and all liability for the cost of repairing an impaired environment, the cost of any Reasonable Measures, any shortfall in earnings directly or indirectly 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 such damage is caused by, arises in connection with, is a result of, or is related to, the Nuclear Installation, a Nuclear Incident, or occurs at the time of a Nuclear Incident or during evacuation of the Nuclear Installation, except to the extent that the Seller intentionally caused the Nuclear Incident, wholly or partly, by an act or omission, in which case Section C of this Waiver shall apply.

The Operator and/or the Buyer (should the latter not be the Operator) shall indemnify and hold harmless the Seller and its Releasees for the cost of repairing an impaired environment, the cost of any Reasonable Measures, any shortfall in earnings directly or indirectly 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 such damage is caused by, arises in connection with, is a result of, or is related to, the Nuclear Installation, a Nuclear Incident, or occurs at the time of a Nuclear Incident or during evacuation of the Nuclear Installation, except to the extent that the Seller intentionally caused the Nuclear

Incident, wholly or partly, by an act or omission or under circumstances amounting to gross negligence.

In regard to the civil nuclear liability insurance policies and/or other alternative financial security taken out by the Buyer and/or the Operator, the Buyer and/or the Operator 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 Releasees for any events, damage or Losses that are caused by, arise in connection with, are a result of, or are related to, the Nuclear Installation, a Nuclear Incident, or occurs at the time of a Nuclear Incident or during evacuation of the Nuclear Installation, except to the extent that the Seller intentionally caused the Nuclear Incident, wholly or partly, by an act or omission, in which case Section C of this Waiver shall apply.

The Operator and/or the Buyer (should the latter not be the Operator) shall indemnify and hold harmless the Seller and its Releasees of any court action brought by the Buyer, the Operator, and/or their respective insurance agents any form of court action, claim for damages or claiming rights of recovery or subrogation against the Seller and the Releasees 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, except to the extent that the Seller intentionally caused the Nuclear Incident, wholly or partly, by an act or omission or under circumstances amounting to gross negligence.

- C. **Seller's indemnity:** In circumstances where this Waiver provides that this Section C applies, the Seller shall indemnify and hold harmless the Operator and/or the Buyer (should the latter not be the operator) in respect of damage that is caused by a Nuclear Incident if such Nuclear Incident is caused by the intentional act or omission of the Seller, provided always that in no circumstances shall the Seller's liability exceed the lesser of the total contract price or CAD 1 million.
- D. **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 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 the Releasees.
- E. **Seller's warranty:** Although this Waiver shall not affect the Seller's obligation under any product warranty, the Seller shall not be obligated to perform any decontamination which may be a prerequisite for the Seller's fulfillment of the warranty and Buyer or Operator hereby agrees to perform any such required decontamination without any costs to the Seller. The Buyer and/or the Operator hereby consent to perform any and all decontamination operations

required, without the Seller bearing 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.

F. **Agreement by Operator:** In the event Buyer is not the Operator of the Nuclear Installation, the Buyer shall obtain the signature of the Operator at the end of this Waiver and provide Seller with a fully executed copy, failing which, the 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, the Seller and Seller Suppliers shall be protected to the same extent that the Seller and the Releasees 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 this Waiver, the Buyer undertakes to guarantee and hold the Seller and the Releasees harmless from any claim for compensation for any Nuclear Damage or damage resulting from a Nuclear Incident (including but not limited to decontamination costs) that the Operator and/or any third party might bring against them.

G. **Definitions :**

(a) **Buyer** shall mean the company which buys products and services from the Seller, as stipulated in the General Conditions of Sale of the Technetics Group.

(b) **Nuclear Damage** shall mean:

1. loss of life or personal injury including bodily injury, sickness, disease, psychological trauma;
2. loss or damage to property;
3. economic loss arising from loss or damage referred to in sub-paragraph 1 or 2 above;
4. environmental damage, including the costs of measures to repair, reduce or mitigate environmental damage to the impacted ;
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. any loss or damage to the Nuclear Installation;
7. the cost of Reasonable Measures and further loss or damage caused by such measures;
8. any loss or damage resulting from a Nuclear Incident and any co contaminant non-nuclear incident;

In the case of sub-paragraphs 1 to 6 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 Material 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.

(c) **Nuclear Fuel** shall mean nuclear fuel as defined in section 2 of the Nuclear Liability Act.

- (d) **Nuclear Incident** shall mean nuclear incident as defined in section 2 of the Nuclear Liability Act, and including any event related to the Nuclear Installation, any loss or damage to the Nuclear Installation, loss or damage 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 causes or is likely to cause Nuclear Damage.
- (e) **Nuclear Installation** shall mean nuclear installation as defined in section 2 of the Nuclear Liability Act, including those forming part of a means of transport, factories for the manufacture or processing of Nuclear Material, factories for the separation of isotopes of Nuclear Fuel; factories for the reprocessing of irradiated Nuclear Fuel; facilities for the storage of Nuclear Material, including warehousing of these substances during transport, installations for the disposal of Nuclear Material ; including those reactors, factories and facilities or installations that are in the process of being decommissioned and any other installation in which there is Nuclear Fuel or Radioactive Products or Waste as the Nuclear Energy Agency Steering Committee for Nuclear Energy shall determine.
- (f) **Nuclear Liability Act** shall mean the *Nuclear Liability and Compensation Act S.C. 2015, c. 4, s. 120*, as amended.
- (g) **Nuclear Material** shall mean nuclear material as defined in the Nuclear Liability Act.
- (h) **Operator** shall mean operator as defined in the Nuclear Liability Act.
- (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, subject to any approval of the competent authorities required by the law of the State where the measures were taken.
- (j) **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 does not 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.
- (k) **Reasonable Measures** shall mean remedial measures as described in section 18 and section 19 of the Nuclear Liability Act, and preventative measures as described in sections 20(1) and 21(1) of the Nuclear Liability Act.
- (l) **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.

(m) **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.

BUYER: _____

Signature : _____

Name: _____

Position: _____

OPERATOR: _____

Signature : _____

Name: _____

Position: _____