

Status: January 2014

PURCHASING CONDITIONS

1. General

Unless otherwise agreed between NUKEM Technologies GmbH or NUKEM Technologies Engineering Services GmbH (both hereinafter referred to as „NUKEM“) as a buyer and the contractor in the written form, the contract shall be based solely on these purchasing conditions.

2. Proposal

2.1 The contractor shall base his proposal strictly on our request. Explicit reference shall be made to any variances.

2.2 The proposal shall be submitted free of charge, and does not involve any obligation for NUKEM.

3. Order

3.1 Any order placement, variations, as well as any amendments shall be made in writing.

3.2 Unless the contractor objects to our order or any amendment or addition thereto within 10 days, it shall be deemed as an acceptance of the order and the respective amendments.

4. Prices and packaging

4.1 All prices shall be quoted exclusive of VAT. The prices are fixed prices and are valid till the end of the warranty period. The prices include packaging and transportation to the specified point of reception.

4.2 Contractor shall only use packaging (transportation, outer and sales packaging) which complies with the relevant norms and standards in their prevailing versions.

5. Formal delivery requirements

5.1 Delivery times or completion deadlines specified in the order shall be binding, and are applicable up to the point at which the goods and/or services are received. The statutory regulations are applicable with regard to the criteria and legal consequences of any delay, whereby no formal reminder or demand has to be issued.

5.2 A delivery note containing the order number of the buyer must be enclosed with each delivery. Delays in processing the invoice and checking the delivery caused by the delivery note failing to comply with these requirements shall be at the expense of the contractor.

5.3 In case the contractor is aware of the circumstances preventing him from meeting the delivery deadlines, the contractor shall promptly inform the buyer about it in writing and provide information about the reasons and the estimated duration of such delay.

5.4 In the event of any delay, NUKEM is entitled to demand a contractual penalty that amounts to 0.2% of the value of the order (net) per working day, limited to max. 10 % of the value of the order. The contractor is entitled to provide evidence that no damage or a much less considerable damage has incurred as a result of the delay. NUKEM is authorised to reserve its right to the contractual penalty up to the point of final payment. Further claims shall remain unaffected.

5.5 The buyer reserves the right to decline the acceptance of deliveries and/or ship them back to the contractor at the contractor's own risk and expense if such deliveries take place before the agreed date of delivery or if they do not comply with the agreed samples, specifications or standards. If, due to the faultiness of the delivery, the buyer cannot be

obviously expected to further use the contractor's services, the buyer may cancel all of the pending deliveries and services free of charge.

6. Acceptance

Acceptance shall always be documented on a formal basis. Any factory acceptance test or the fact that product/services are used or applied cannot be construed as acceptance.

7. Warranty

7.1 The contractor guarantees that the equipment and services which he supplies do not feature any errors which impair the value of suitability of such products/services, that they are consistent with state-of-the-art technology and that they comply with the conditions specified in the order and the other assured properties, the latest regulations of the relevant authorities, the prevailing security requirements and relevant accident prevention regulations.

7.2 The contractor shall provide this warranty for a period of 24 months after acceptance or, if no acceptance is foreseen, after delivery.

7.3 In case of an obvious defect, the faultiness of the goods shall be contested within ten workdays after the delivery. In the case of a hidden defect or of a defect discovered during the reasonable examination of the goods after the delivery, the faultiness shall be notified within ten days after the discovery of the defect. The buyer is entitled by law to claim against the contractor for defects.

7.4 The Contractor is obliged to remedy the claimed defects or to deliver goods free of deficiencies within a period specified by NUKEM. As supplementary performance, NUKEM may, at its option, demand the elimination of the defect or supply of the goods free of deficiencies. This

shall also apply in case of a contract for work and services. The Contractor may refuse the form of supplementary performance chosen by NUKEM only if such performance is impossible or possible with unreasonably high expenses only.

If the contractor fails to comply with its obligation to render supplementary performance on time or if NUKEM cannot be expected to wait for the supplementary performance owed by the contractor as a result of an imminent and unusually severedamage, NUKEM is authorised to remedy the error/defect by itself, or to have the error/defect remedied by third parties, whereby the costs of such remedy shall be borne by the contractor. Further claims remain unaffected.

All costs which are incurred in connection with the supplementary performance, and in particular costs incurred in conjunction with troubleshooting, dismantling, assembly, travel, transportation, packaging, insurance, customs duties and other public sector charges, tests and technical acceptances shall be borne by the contractor.

7.5 If the product/services supplied are partially defective, NUKEM is authorised to choose whether to enforce the above-mentioned claims with regard to the entire order or with regard to part of the order.

7.6 If a complaint is submitted with regard to the products/services supplied, the warranty period shall be extended by the period between the point at which the complaint is submitted and the point at which the error/defect is remedied. If the product/service supplied was renewed in part or in whole, or if new products/services was supplied, the warranty period shall recommence, unless the scope, duration and/or costs of the supplementary

performance prove that it is not a contractor's obligation to provide supplementary performance.

7.7 Warranty claims shall lapse 12 months following the date on which the complaint was submitted, however, not before 3 months after the expiry of the warranty period. This expiry date shall be suspended as long as NUKEM is negotiating with the contractor the provision of a warranty claim.

8. Copy rights; plans and models; equipment/services provided by the customer

8.1 NUKEM is exclusively entitled to all rights of use with regard to any inventions and improvements which take place as part of the order execution; NUKEM shall not incur any additional costs in this respect. Any industrial property rights or applications for the industrial property protection resulting from the order have to be assigned to NUKEM.

8.2 Any plans, drawings or models which have to be produced for an order shall become property of NUKEM. They must be stored carefully until they are requested – at least until the end of the warranty period - and they must be marked as external property. Such items are not permitted to be used by other parties. In the case of decrease in value or loss, damages must be paid.

8.3 Any material supplied by NUKEM shall remain its property; it shall be stored separately and shall be identified particularly as property of NUKEM. Upon request, all of the materials provided by NUKEM for the execution of the order shall be returned to NUKEM, and any copies made of them shall be destroyed. The provided materials/documents may be used only for NUKEM's orders. Damages must be paid if the value of such

material is reduced or if the material is lost.

9. Non-disclosure

The contractor will observe confidentiality with respect to all information which is received from NUKEM, and shall use such information only for the purpose of carrying out this order. If it is not possible to avoid a situation in which such information is forwarded to third parties, such third parties must also be required to give an undertaking with regard to non-disclosure. This is not applicable for information which is part of the public domain or of which the contractor was already aware. The contractor must prove that he is already aware of such information immediately after he receives the information which is subject to the non-disclosure requirement.

10. Patent violations

The contractor guarantees that the equipment and services supplied by the contractor do not violate any patents, licenses or other property rights of third parties, of which he is or should be aware. He shall hold NUKEM and its customers harmless with regard to any claims of third parties.

11. Invoices and payment

Invoices shall be sent to NUKEM in triplicate. The payment shall be made within 60 days.

The payment period shall commence after the product/service has been supplied completely and without any complaints being submitted and after the proper invoice documents have been received.

12. Ownership/title; Assignment; Retention of goods; Setting-Off

12.1 All products/services are supplied without any proviso of ownership/title. Any rights of third parties in relation to the equipment

to be supplied by the contractor shall be disclosed to NUKEM.

12.2 The contractor is not entitled to assign his rights to a third party. He may only refer to the right to retain goods or to the right to refuse performance based on the claim against the buyer if such claim is acknowledged, undisputed or legally determined. The contractor may only set off against the buyer's claims in the case when his counter-claims are recognised, undisputed, or legally determined.

13. Advertising material

Explicit approval must be obtained from NUKEM before reference is made to the business relationship with NUKEM in information and advertising material.

14. Priority of framework contracts; Exclusion of the contractor's Terms and Conditions

14.1 If these Purchasing conditions are used in relation with the order under the framework contract, the provisions of the framework contract shall have priority.

14.2 The General Terms and Conditions of the contractor shall never be applied. This applies also in the case when a document, which is a part of the order, refers to such terms and conditions or when the buyer performs the contractual services without reservation being aware of different terms and conditions.

15. Place of performance and legal venue, law

15.1 The place of performance is the point of reception specified by NUKEM. In case contractor is a businessman, the sole legal venue for any legal disputes is Aschaffenburg, Germany. If NUKEM acts as a plaintiff, it is authorised to bring a case before the court responsible for the place of the contractor.

15.2 The law of the Federal Republic of Germany shall be applicable. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

16. Severability clause

General purchasing conditions of NUKEM shall continue to be binding even if one or several conditions are legally invalid. The invalid condition shall be replaced by a regulation which most closely approximates the legal and financial content of the invalid condition.