

## IRSN GENERAL TERMS AND CONDITIONS OF SALE

### PURPOSE AND SCOPE

This document defines, to the exclusion of any other document drawn up by the purchaser (hereinafter referred to as the "Client"), the general terms and conditions governing sales of study, customer service, consultancy and expertise services (hereinafter referred to as the "Service(s)") provided by the *Institut de Radioprotection et de Sûreté Nucléaire* (IRSN - the French Radiation Protection and Nuclear Safety Institute). They supersede any previous terms and conditions and may be updated in the future. IRSN and the Client are hereinafter collectively referred to as the "Parties".

### ARTICLE 1 - DEFINITIONS

The sales contract between IRSN and the Client (hereinafter referred to as the "Contract") may only result from an offer made by IRSN in accordance with the conditions set out in Article 2 below (hereinafter referred to as the "Offer"). The Contract encompasses the following elements:

- IRSN's Offer;
- The order or agreement defined in Article 2.3 below, where applicable;
- These General Terms and Conditions of Sale.

In the event of divergence and/or contradiction between the provisions of one or more contractual documents, the documents shall have priority in the order they are listed above.

### ARTICLE 2 - CONTRACT FORMATION - ENTRY INTO FORCE

2.1 IRSN will issue all Offers in writing.

2.2 Unless expressly provided otherwise, and duly authorised by IRSN, Offers shall only be valid for ninety (90) calendar days from their date of issue.

Beyond this period, IRSN shall be entitled to refuse the Contract or to modify its fundamental terms (such as time frames, price, etc.).

2.3 The Contract shall enter into force either after the Parties have signed a written agreement on the contractual terms or after the Offer has been signed and dated by the Client, or after the Client has issued an order that has been expressly accepted by IRSN. Unless it expressly agrees in advance, IRSN shall not be bound by any other document or acknowledgement of receipt from the Client that introduces new provisions.

### ARTICLE 3 - AMENDMENTS TO THE CONTRACT

The Parties may, by mutual agreement, amend the conditions of the Contract during the term thereof. The amendments shall be defined by IRSN and the Client and shall only apply once they Parties have signed an amendment to the Contract.

### ARTICLE 4 - PERFORMANCE TIME FRAMES

4.1 The performance time frames are specified in the Contract. Unless otherwise stipulated therein, these time frames start to run as soon as the Contract enters into force.

4.2 In any event, IRSN shall only be bound by its time frame commitments as long as the Client fulfils its own obligations (provision, in a timely manner, of documents, information or products required for the performance of the Contract), including its payment obligations.

4.3 Time frames will be automatically extended in the following situations:

- In the event of a delay that is not attributable to IRSN,
- In the event of a case of *force majeure* that makes it impossible for IRSN to perform all or part of the Contract.

4.4 Unless otherwise stipulated in the Contract, a delay that is attributable to IRSN shall not constitute sufficient cause for termination of the Contract or payment of damages to the Client.

### ARTICLE 5 - DEFINITION OF THE PRICE - TERMS OF PAYMENT

#### 5.1 Price

5.1.1 The Contract price is expressed in euros (€) before tax (hereinafter referred to as the "Price") for the Services. VAT will be calculated on the Price at the rate in force at the time of the event giving rise to the charge.

5.1.2 The Price is fixed. It may be updated or revised using the revision formula set out in the Contract.

#### 5.2 Payment

5.2.1 Unless otherwise stipulated in the Contract, the Price shall be invoiced as follows:

- Thirty percent (30%) of the Price will be invoiced as an advance payment on the signature date of the Contract;
- If intermediate deliverables are included in the Contract, invoicing shall be staggered according to the schedule (delivery dates for the corresponding deliverables and amounts) defined in the Contract;
- The remaining balance will be invoiced upon delivery of the final deliverable, as defined in Article 7 hereof, and no later than at the conclusion of the Services.

5.2.2 Invoices shall be payable no later than thirty (30) days from the end of month in which they are issued in accordance with the terms and conditions defined in the Contract. Any payment delay shall automatically, without any notification requirement, result in:

- the application of late payment interest, calculated using ECB interest rates increased by ten (10) points, without prejudice to any damages that may be claimed by IRSN;
- all non-overdue invoices becoming immediately payable;
- the application of a flat-rate fine for recovery fees, set at €40, and an additional fine, where applicable, upon presentation of supporting documents.

5.2.3 Payments must be made without any deductions. The Client must inform IRSN of any complaint or claim it has in respect of an invoice within thirty (30) calendar days from the issue date of the invoice in question.

Such complaints or claims shall in no event postpone or suspend payment.

5.2.4 IRSN may suspend performance of the Contract if the Client does not pay an invoice before the payment deadline.

IRSN may suspend performance of the Contract until the unpaid invoice is paid in full. Performance time frames will be automatically extended for the duration of the late payment. Furthermore, the amount owed shall be increased by costs incurred during the suspension and late payment interests in accordance with Article 5.2.2. This suspension may not be considered as non-performance by IRSN and shall not entitle the Client to any compensation.

### ARTICLE 6 - THE CLIENT'S OBLIGATIONS

6.1 The Client agrees to provide IRSN with any information and documents it may find useful and/or require in order to provide the Service

6.2 The IRSN may in no event be held accountable for any mistake in the Services due to an error in the plans, documents or information provided by the Client.

6.3 Where applicable, the Client shall complete any formalities required to allow IRSN's staff free access to the site on which the Services are to be provided, except in the occurrence of a *force majeure* event. As such, the Client will take all necessary steps to ensure that the staff assigned to the Services have sufficient entry authorisations for the sites concerned.

### ARTICLE 7 - DELIVERABLE(S)

7.1 The deliverables are defined in the Contract between the Parties on the basis of the Service to be provided. The term 'deliverable(s)' does not cover data, elements or information, whether related or not to an intellectual property right, used or created by IRSN to create the deliverable(s), or to any rights relating to such data, elements or information.

7.2 Where applicable, during performance of the Services, IRSN will deliver one or more of the intermediate deliverable(s) defined in the Contract to the Client. Once IRSN has completed performance of the Services, it will give the Client a final deliverable, as defined in the Contract.

7.3 The Client shall be exclusively responsible for its use of the deliverables provided by IRSN, which only guarantees compliance of the deliverables with its Offer up to the moment of delivery. No other guarantee is provided.

### ARTICLE 8 - LIABILITY

8.1 IRSN's liability is cumulatively limited:

- to direct damage caused by IRSN to the Client, and
- to the Price effectively paid by the Client under the Contract.

8.2 As such, the Client and its insurers hereby waive any action against IRSN that exceeds the amount and damages referred to in 8.1.

### ARTICLE 9 - INTELLECTUAL PROPERTY

9.1 Any studies, documents, data and information in particular, other than the Service deliverables, communicated by IRSN to the Client, or that come to the latter's attention during the performance of the Contract, shall remain the exclusive property of IRSN.

9.2 The deliverables defined in the Contract and provided by IRSN during provision of the Service shall become the Client's property once the Price has been paid in full.

9.3 Notwithstanding the foregoing and Article 10, the Client authorises IRSN to use the deliverables as required to carry out its public expertise assignments and for research requirements.

### ARTICLE 10 - CONFIDENTIALITY

10.1 Both Parties agree to protect the confidentiality of all technical or commercial information communicated by the other Party and all or part of the results obtained during the performance or term of the Contract, for the entire term of the Contract and for three (3) years following its expiration or termination.

10.2 Information is not considered as confidential if it:

- becomes public knowledge before its disclosure or after its disclosure in the absence of any fault,
- is received from a third party in a legal manner without any fault on the part of a Party and without any restriction or breach of the Contract.

- is published in a way that does not breach the provisions of the Contract.

10.3 Each Party hereby declares that it has taken or will take the necessary steps in respect of its staff to enable it to comply with its commitments under this Article.

### ARTICLE 11 - SUSPENSION – TERMINATION

In the event of problems relating to the performance of the Contract, the Parties shall meet to determine new performance terms or to agree to terminate the Contract without taking legal action.

If an out-of-court solution cannot be found within thirty (30) days, either Party may terminate the Contract if it can prove that the other Party has failed to fulfil its obligations.

If the Contract is terminated, any costs incurred by IRSN in respect of the Service must be paid by the Client.

If the Client cancels the Service, IRSN shall retain any advance payment made.

### ARTICLE 12 - DISPUTE RESOLUTION - APPLICABLE LAW

Any dispute that cannot be resolved without legal action shall be sent before the *Tribunal de Grande Instance de Nanterre* (Nanterre district court) and shall be subject to substantive French law.