

## **CRANE NUCLEAR STANDARD TERMS AND CONDITIONS OF SALE**

### **1. DEFINITIONS**

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- A. "Agreement" shall mean the CRANE Nuclear quotation, CRANE Nuclear's sales order acknowledgement and these terms and conditions of sale.
- B. "Equipment" shall mean equipment, components, parts and materials provided by CRANE Nuclear pursuant to the Agreement.
- C. "CRANE Nuclear" shall mean CRANE Nuclear PFT Corp., its successors and assigns.
- D. "Purchaser" shall mean the entity purchasing Equipment as well as any other owners of the power generation facility where the Equipment will be utilized or situated.
- E. "Site" shall mean PURCHASER's facility where CRANE Nuclear is to provide Equipment under the Agreement.
- F. "Supplier" shall mean any subcontractor or supplier of any tier who supplies goods and services to CRANE Nuclear in connection with CRANE Nuclear's obligations under the Agreement.
- G. "U. S." shall mean the United States of America and its territorial possessions.
- H. "Licensed Data" shall mean CRANE Nuclear's and its Suppliers' proprietary data and documentation marked as proprietary and supplied to PURCHASER in connection with this Agreement, including but not limited to, computer SOFTWARE, computer SOFTWARE documentation, manuals, reports, drawings, procedures, databases and any reproductions made in whole or in part thereof, except for any PURCHASER furnished data included therein.
- I. "SOFTWARE" shall mean any mathematical codes, programs, routines, physical media, and other means of controlling the functioning and operation of CRANE Nuclear Equipment.

### **2. TERMS AND CONDITIONS**

- A. These terms and conditions, together with CRANE Nuclear's quotation and CRANE Nuclear's sales order acknowledgement constitute the entire agreement between the parties with regard to the subject matter hereof, and supersede all oral or written agreements and understandings, and, to the extent permissible by law, supersede all statutory provisions regarding scope and duration of CRANE Nuclear's warranties and the availability of remedies with regard to such subject matter. No additions to or modifications of CRANE Nuclear's terms and conditions shall be binding upon CRANE Nuclear unless agreed to by CRANE Nuclear in a signed document executed by an authorized representative of CRANE Nuclear.
- B. If a purchase order or other communication from PURCHASER includes any term or condition contrary to, or in addition to, the terms and conditions stated herein, PURCHASER's acceptance

of the products and services which are the subject hereof, after receipt of these terms and conditions from CRANE Nuclear, shall constitute Purchaser's complete and unconditional assent to the terms hereof notwithstanding anything to the contrary in any such earlier purchase order or communication, unless PURCHASER clearly instructs CRANE Nuclear in writing, prior to acceptance, to cancel the order.

- C. PURCHASER's communication of contrary or additional terms, however phrased, shall be construed as an offer to supplement and/or amend, and not as a rejection of, CRANE Nuclear's terms and conditions. Such offer to supplement and amend shall be deemed rejected unless accepted by CRANE Nuclear in the manner set forth above in the second sentence of paragraph (A).

### 3. TERMS OF PAYMENT

The terms of payment shall be 100% due Net 30 days from the date of the Crane Nuclear invoice, depending upon creditworthiness. In some cases, a letter of credit or payment in advance shall be required. All prices are quoted in and payments shall be made in US Dollars (USD) only, unless otherwise specified in the quotation.

All check remittances should be sent to the following address:

Crane Nuclear PFT Corp. (Kennesaw)  
PO Box 932585  
Atlanta, GA 31193-2585

As a convenience for our customers, payments can also be made via wire transfer to the following bank:

Bank Name: Wells Fargo Bank  
420 Montgomery Street  
San Francisco, CA 94104  
Swift Code: WFBIUS6S  
Wire Routing No: 1210-0024-8  
ACH Credit Routing No: 1210-0024-8  
Account Name: Crane Nuclear PFT Corp. (Kennesaw)  
Account No.4540781960

### 4. DELAYED PAYMENTS

Any past due amounts shall, without prejudice to the right of CRANE Nuclear to payment when due, bear interest at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by Wells Fargo Bank, San Francisco, California, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%) payable each month or portion thereof that payment is delayed. If payments are not made when due, CRANE Nuclear, upon fifteen (15) days written notice, may, at its option, suspend all further work hereunder. The work may be resumed upon mutual agreement of the parties, taking into account the availability of manpower and other resources. All CRANE Nuclear expenses associated with any such suspension shall be for the account of PURCHASER.

If there exists a good faith dispute over the amounts to be paid, PURCHASER shall pay the undisputed amount, but the disputed portion may be held in abeyance until resolution of the matter, with that portion, together with the interest charge specified in A. above, due thirty (30) days after said resolution.

## 5. LICENSED DATA

Deliverable data and documentation requirements are defined elsewhere in this Agreement and nothing in this Article 4 shall be construed as obligating CRANE Nuclear to provide any additional data or documentation.

CRANE Nuclear grants to PURCHASER a perpetual, non-exclusive, non-transferable lease and license, except to the extent provided below, to install and use SOFTWARE provided to PURCHASER under this Agreement or any portion thereof, for the purposes of operation, maintenance and licensing of the plant. Such right to install and use SOFTWARE shall be restricted to installation and use on hardware assets owned by PURCHASER. Installation shall be limited to the number defined in the purchase order (single license or site license, as applicable). License codes, authorization numbers, serial numbers and data with readable access granted by CRANE Nuclear shall be used exclusively by PURCHASER. Nothing herein grants the right to PURCHASER (or implies a license under any patent) to copy SOFTWARE, or to merge or combine data obtained with CRANE Nuclear SOFTWARE with any other vendor's software. PURCHASER shall immediately notify CRANE Nuclear of any such violations of which PURCHASER may become aware. Nothing herein grants the right to any third party to install or use SOFTWARE on any Equipment not owned by PURCHASER; provided that third parties may be permitted to use SOFTWARE that has read access only on PURCHASER Equipment under the supervision of PURCHASER.

For VOTES® Infinity Calibration System only, CRANE Nuclear grants to PURCHASER a perpetual, non-exclusive, non-transferable lease and license, except to the extent provided below, to use, perform, execute and reproduce Licensed Data provided to PURCHASER under this Agreement or any portion thereof, for the purposes of calibration, except that nothing herein grants the right to PURCHASER (or implies a license under any patent) to be calibrated or cause to have calibrated, other than for PURCHASER's own use, any Equipment supplied by CRANE Nuclear and/or third Party equipment under this Agreement.

For Proprietary Procedures only, CRANE Nuclear grants to PURCHASER a perpetual, non-exclusive, non-transferable lease and license, except to the extent provided below, to use, perform, and execute Licensed Data provided to PURCHASER under this Agreement or any portion thereof, for the purposes of calibration, except that nothing herein grants the right to PURCHASER (or implies a license under any patent) to be calibrated or cause to have calibrated, other than for PURCHASER's own use, any Equipment supplied by CRANE Nuclear and/or **other** third Party equipment under this Agreement. CRANE Nuclear Proprietary Procedures shall not be reproduced or disseminated to any third Party.

Title to all Licensed Data provided by CRANE Nuclear to PURCHASER and all copies made by or for PURCHASER in whole or in part from such Licensed Data remains with CRANE Nuclear or its licensors, as the case may be. PURCHASER agrees to keep such Licensed Data confidential, to include CRANE Nuclear proprietary markings on all copies thereof and excerpts made therefrom, to use such Licensed Data only for the purposes enumerated in the second paragraph of this Article, and not to sell, transfer, sublicense, disclose or otherwise make available any of such Licensed Data to others.

## 6. QUALITY ASSURANCE

- A. Equipment certifications, if applicable, will be provided in accordance with CRANE Nuclear Quality Assurance Manual, QAM-1.
- B. These Quality Assurance provisions relate to equipment classified as Safety Related:
  - 1. The adequacy and accuracy of all Purchaser supplied information is the responsibility of the Purchaser in accordance with Purchaser's design control and quality assurance program.
  - 2. Unless specifically designated in the scope of work of this offer, any required dedication of spare parts or components for 1E application is the responsibility of Purchaser.
  - 3. Unless specifically designated in the scope of work of this offer, any required environmental qualification of material or components discussed in this offer is the responsibility of Purchaser.

The CRANE Nuclear Quality Assurance Program covers all SOFTWARE developed and sold by CRANE Nuclear. Data acquisition and analysis SOFTWARE is verified and validated under CRANE Nuclear's Quality Assurance Program QAM-1, ASME NQA-1, Subpart 2.7; and IEEE 730.1-1989. The requirements of 10CFR21 apply.

## 7. DELIVERY, TITLE, RISK OF LOSS OR DAMAGE, AND SHIPMENTS; INSPECTION AND ACCEPTANCE

- A. Unless otherwise agreed upon between CRANE Nuclear and PURCHASER, the terms of shipment and delivery of Equipment will be FCA Kennesaw as defined in "INCOTERMS 2010". CRANE Nuclear shall be responsible for packaging equipment/materials of each shipment made under this Agreement in accordance with packaging specifications and requirements stated in this Agreement. If packaging specifications and other related shipping requirements are not specified, CRANE Nuclear shall be responsible for proper packaging in accordance with good commercial practice.
- B. Title to and risk of loss or damage to the Equipment furnished pursuant to this Agreement shall pass to PURCHASER upon delivery FCA Kennesaw (Incoterms 2010), subject to the provisions of paragraph (E) below. Title to Licensed Data furnished hereunder will be treated in accordance with the provisions of Article 20 herein.
- C. Shipping charges shall be invoiced at cost. Shipping charges are prepaid and added to the invoice. Crane Nuclear shipping hours are 8:00 AM to 4:00 PM EST Monday through Friday.
- D. If requested in writing by PURCHASER and agreed to by CRANE Nuclear, CRANE Nuclear, without responsibility and as agent for PURCHASER, shall select the method of transportation in accordance with shipping conditions current at the time of shipment, arrange for ocean shipment and procure for the benefit of PURCHASER insurance coverage as requested by PURCHASER. All expenses incurred incident to such ocean shipment including insurance, transportation, storage, forwarding and other charges incurred by CRANE Nuclear in fulfilling PURCHASER's written

request shall be for the account of PURCHASER and payable upon submission of invoice against the letter of credit.

- E. Should PURCHASER be unwilling or unable to receive the Equipment, CRANE Nuclear may, upon notice to PURCHASER and giving PURCHASER reasonable opportunity to designate a mutually agreeable alternate destination, place such Equipment in storage. If the Equipment is to be placed into storage in accordance with the above, then title to and risk of loss or damage to the Equipment shall be deemed to have occurred for all purposes hereunder FCA Kennesaw (Incoterms 2010) at the time the Equipment is placed on the carrier for shipment to the storage location. If it is to be stored in the facility where manufactured, then title to and risk of loss or damage to the Equipment shall be deemed to have occurred when the Equipment is placed into the storage location.

In the event of storage pursuant to the preceding paragraph, all expenses thereby incurred by CRANE Nuclear, such as preparation for and placement into storage, handling, freight, storage, inspection, preservation, taxes and insurance, shall be payable by PURCHASER upon submission of CRANE Nuclear's invoice. When conditions permit and upon payment to CRANE Nuclear of any additional amounts due hereunder, PURCHASER shall arrange, at its expense, for removing the Equipment from storage.

- F. Whenever diagnostic equipment is transported, it must be housed in the shipping case(s) originally supplied with the equipment. Otherwise, equipment calibration and operability can be affected. All equipment, parts and labor necessary to restore damaged equipment (damage resulting from the use of improper shipping containers), shall be invoiced at the prevailing list prices but shall not exceed full replacement value.
- G. PURCHASER agrees that it shall inspect the Equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify CRANE Nuclear in writing of any non-conformity or defect. PURCHASER further agrees that failure to give such prompt notice or the commercial use of the Equipment shall constitute acceptance. Acceptance shall be final and PURCHASER waives the right to revoke acceptance for any reason, whether or not known by PURCHASER at the time of such acceptance. The giving of any such notice by PURCHASER shall automatically cause the provisions of CRANE Nuclear's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of CRANE Nuclear for incidental or consequential damages or losses of any kind.

## 8. WARRANTY

### A. Equipment Warranty and Exclusive Remedy

CRANE Nuclear warrants that the Equipment furnished to PURCHASER will be free from defects due to faulty workmanship or material for the period of one (1) year from the date of Delivery of the Equipment to PURCHASER (the Equipment Warranty Period).

If during the Equipment Warranty Period CRANE Nuclear is promptly notified in writing that the Equipment fails to conform to the Equipment Warranty, CRANE Nuclear will at its option and expense correct such nonconformity by repair or replacement.

Customer must obtain a Return Material Authorization (RMA) prior to returning any equipment for warranty evaluation.

Customer shall pay shipping charges to Crane Nuclear.

If Crane Nuclear determines that the item(s) is (are) eligible for repair or replacement under the Equipment Warranty provisions in accordance with “Crane Nuclear’s Standard Terms & Conditions for Products”, Crane Nuclear will pay for return shipping charges, to the customer’s site.

B. Title Warranty and Exclusive Remedy

CRANE Nuclear warrants that the Equipment, when delivered, shall not be subject to any encumbrances, liens, security interests, or other defects in title. In the event of any failure to conform to this warranty, CRANE Nuclear, upon prompt written notice of such failure, shall defend the title to the Equipment.

c. Warranty Conditions

The warranties and remedies set forth in this Article are conditioned upon:

- (1) PURCHASER’S receipt, handling, storage and maintenance during any such storage, installation (except where installation was performed by CRANE Nuclear), testing, operation and maintenance, including tasks incident thereto, of Equipment and/or PURCHASER's Material in a normal and proper manner with competent supervision in accordance with the recommendations of CRANE Nuclear to the extent applicable or, in the absence of such recommendations or to the extent not applicable, in accordance with generally accepted practices of the United States electric power industry. In addition, such Equipment and/or PURCHASER's Material shall not have been operated in excess of limitations specified in writing by CRANE Nuclear, and not have been subjected to accident, alteration, abuse or misuse; and
- (2) PURCHASER providing, without cost to CRANE Nuclear, and where disassembly, removal, replacement and reinstallation of PURCHASER's equipment, materials and structures was not part of CRANE Nuclear’s scope of work under the Agreement, access to the non-conformity by disassembling, removing, replacing and reinstalling any equipment, materials or structures to the extent necessary to permit CRANE Nuclear to perform its warranty obligations; and
- (3) PURCHASER, without cost to CRANE Nuclear, making its Site facilities and personnel (to the extent consistent with personnel job classification) available to assist CRANE Nuclear in the performance of its warranty obligations.
- (4) Any required repair or replacement for an item for which the Crane Nuclear Equipment Warranty Period has expired or has been invalidated because of customer-induced damage (resulting from misuse, abuse, missing components or modification) is considered a non-warranty repair or replacement.
- (5) For non-warranty repairs or replacements, Crane Nuclear will examine the returned equipment and send the customer an offer for the

required repair(s) or replacement. Crane Nuclear will not initiate any work until it receives a purchase order for the repair(s) or replacement. However, the customer shall be responsible for any evaluation and / or shipping costs incurred.

D. Exclusivity of Warranties and Remedies

**THE WARRANTIES PROVIDED IN THIS ARTICLE ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CRANE NUCLEAR HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ALL OTHER WARRANTIES AND LIABILITIES OF CRANE NUCLEAR AND ALL CLAIMS AND REMEDIES OF PURCHASER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT IN ANY GOODS, INCLUDING, WITHOUT LIMITATION, ANY (1) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND (3) RECOVERY BASED UPON TORT, WHETHER OR NOT ARISING FROM CRANE NUCLEAR'S NEGLIGENCE AND (4) ANY RECOVERY BASED UPON DAMAGED PROPERTY, OR OTHERWISE BASED UPON LOSS OF USE OR PROFIT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY CRANE NUCLEAR AND PURCHASER. IN THE EVENT THAT ANY PROVISION HEREOF SHOULD FOR ANY REASON BE HELD INEFFECTIVE, THE REMAINDER OF THIS ARTICLE SHALL REMAIN IN FULL FORCE AND EFFECT.**

## 9. PRODUCT RETURN PROVISIONS

A. Crane Nuclear will evaluate accepting equipment back from the Customer for credit provided the following conditions are met.

Customer must obtain a Return Material Authorization (RMA) prior to returning any equipment for "Return for Credit".

1. The customer attests in writing that the product has NOT been used, altered or outside their direct control.
2. The product is a standard stock item of Crane Nuclear.
3. The product is not a "Shelf Life" item.
4. The product was purchased within the previous sixty (60) calendar days.

B. The customer shall be responsible for all shipping or special handling, international, state or local taxes and export/import duties as applicable for returning the product to Crane Nuclear.

C. All products returned for credit will be subject to a twenty-five percent (25%) re-stocking fee.

## 10. TRAINING PROVISIONS

CRANE Nuclear agrees to accept for Training such individuals as are mutually agreed upon between CRANE Nuclear and Purchaser provided that such individuals are not competitors of CRANE Nuclear in the field to which the Training pertains. However, each Trainee selected by Purchaser for such Training should, as a minimum, possess such education and practical experience as to allow such Trainee to meet the prerequisites for undertaking such Training.

CRANE Nuclear reserves the right to make modifications to the Course content, providing such modifications can be made for the convenience of Purchaser or CRANE Nuclear, or to improve the quality of the Training.

If the Training Course is held in Kennesaw, Georgia, the Trainees shall be under the guidance of a CRANE Nuclear Training Coordinator. The Training Coordinator shall perform the principal liaison function with all Trainees during the Training period and shall have authority over all activities of trainees during their stay at CRANE Nuclear Training Center.

CRANE Nuclear shall not be responsible for any salaries, travel, or living expenses, insurance, taxes, or other expenses of the Trainees. These types of expenses are for the Purchaser's account.

The Trainees shall not be, or be deemed to be employees of CRANE Nuclear and shall not be entitled to any rights, benefits, or privileges accorded to employees of CRANE Nuclear.

The cost of any and all medical expenses resulting from any and all accidents, sickness, or disease incurred by the Trainee during the training period shall be paid directly by the Purchaser or Trainee.

Purchaser agrees to indemnify and hold CRANE Nuclear harmless, from any claims, damages, losses, expenses, or liability for injury to the Trainees (including death). In addition, Purchaser agrees to indemnify and hold CRANE Nuclear harmless from any claims, damages, losses, expenses, and liabilities for damages to property of others or injury of any person resulting from any act or omission of such Trainees.

The Trainees and Purchaser shall abide by and comply with all applicable laws and regulations of any federal, state, or local government authority, and Purchaser shall hold CRANE Nuclear harmless from any loss or damage arising from the failure of Purchaser or the Trainees to do so.

CRANE Nuclear supplied training materials are not quality documents and the provisions of 10CFR Part 21 shall not apply.

CRANE Nuclear reserves the right to refuse training to employees of competitor companies and other personnel not directly employed by the purchaser.

#### A. DELIVERY SCHEDULE

A purchase order must be received at least four (4) weeks prior to the training course to ensure that the necessary personnel and material will be available for training. The actual dates for training shall be mutually agreed to between the purchaser and CRANE Nuclear after receipt of order.

#### B. PURCHASER RESPONSIBILITIES

This offer is made based on the purchaser having the following responsibilities and for supplying the goods and services as delineated therein:

1. Identify a qualified individual to interface with CRANE Nuclear on all applicable matters.
2. Provide adequate training facilities, simulators and applicable equipment if training is held on-site.



## 11. RENTAL EQUIPMENT PROVISIONS

### A. LEASE PREP/RENTAL TERMS

CRANE Nuclear equipment may be rented on a daily basis. Lease Prep/Rental charges consist of an initial charge that covers equipment preparation, "as-left" calibration, checkout and an "as-found" calibration (where appropriate) plus a daily rental charge. Full preparation charges are invoiced at the time of initial shipment to the client.

Note that rental equipment requiring mobilization within six (6) weeks shall require expedited lease preparation charges of 1.5X standard lease preparation rates.

All rental equipment is invoiced portal to portal.

Shipping charges shall be billed at cost, prepaid and added to the invoice.

### B. CALIBRATION

"As-found" calibration reports will be provided within six weeks after equipment is returned to CRANE Nuclear.

### C. CONTAMINATED EQUIPMENT

Any rental equipment that cannot be free-released from a radiologically controlled area (RCA) will be charged to the client at the prevailing list price for that equipment.

### D. STOLEN EQUIPMENT

Any stolen equipment will be charged to Purchaser at the prevailing list price for that equipment.

### E. RENTAL RETURN

All rental equipment must be returned to CRANE Nuclear in functional condition and without damage. All equipment, parts and labor necessary to restore damaged equipment to normal operation will be invoiced at the prevailing list prices but will not exceed full replacement value.

## 12. TAXES

- A. CRANE Nuclear will assume the payment of all taxes, duties, tariffs, fees, imposts, excise, or other taxes imposed by any tax authority in the U.S.
- B. All present and future taxes, duties, tariffs, fees, imposts, and other charges, including but not limited to, income, excise, import or export, purchase, sales, use, turnover, added value, consular, gross receipts, gross wages, and similar assessments imposed by PURCHASER's government (or the government of any country through which the Equipment passes from the country of origin to the country of destination), or any subdivision, tax authority, or agency therein with respect to the Agreement or the subject matter thereof shall be the obligation of PURCHASER. In the event CRANE Nuclear or its Suppliers remit such taxes or charges directly to such tax authority or

authorities for any reason whatsoever such remittances shall be for the account of PURCHASER and shall be paid upon submission of CRANE Nuclear's invoice therefor.

- C. Any payment made shall be free and clear of any deduction for taxes, assessments or other charges. However, if PURCHASER shall be required under the laws of any jurisdiction to withhold from any payment made to CRANE Nuclear any taxes, assessments or other charges, then PURCHASER shall upon such deduction of such taxes, assessments or other charges, promptly provide to CRANE Nuclear an original or duplicate original tax receipt evidencing the payment of such taxes to the appropriate taxing authority.

### 13. INDEMNIFICATIONS/INSURANCES

- A. PURCHASER shall be responsible for and shall indemnify and hold harmless CRANE Nuclear against any claim, liability, or expense (including expenses of litigation) which CRANE Nuclear may incur to any person or entity, (whether based on any claim of negligence on the part of CRANE Nuclear, or any other cause whatsoever) for personal injury (including death) or property damage, including but not limited to loss of, loss of use of, or damage, whether on-Site (including all nuclear electric generating stations at the Site) or off-Site arising out of or resulting from a Nuclear Incident.
- B. PURCHASER waives and will furnish written evidence that insurers of PURCHASER waive all rights of recourse and subrogation against CRANE Nuclear for any personal injury or any loss of, damage to, or loss of use of PURCHASER's property or equipment wherever located, arising out of or resulting from a Nuclear Incident.

If PURCHASER is not the plant owner or operator, then PURCHASER will cause the plant owner and/or operator to waive and furnish written evidence that the insurers of plant owner and/or operator waive all rights of recourse and subrogation against CRANE Nuclear, for all such personal injury or property damage liability. All such waivers shall be in a form acceptable to CRANE Nuclear.

- C. PURCHASER shall maintain or cause the plant owner and/or operator to maintain in force nuclear liability and all forms of property damage insurance, satisfactory to CRANE Nuclear. Such insurance shall either name CRANE Nuclear as an additional named insured or provide that CRANE Nuclear shall be protected as its interests may appear. PURCHASER, upon request, shall furnish evidence satisfactory to CRANE Nuclear that CRANE Nuclear is fully protected against liability for a Nuclear Incident by national legislation in PURCHASER's country and any required insurance or other equivalent financial protection.
- D. Until the purchase price of any Equipment purchased hereunder is paid in full, the PURCHASER shall provide and maintain insurance equal to the total value of any such Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of CRANE Nuclear and PURCHASER as their interest may appear, and in an amount satisfactory to CRANE Nuclear. If the PURCHASER fails to provide such insurance, it then becomes the PURCHASER's responsibility to notify CRANE Nuclear so that CRANE Nuclear may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the PURCHASER.

- E. CRANE Nuclear shall not be obligated to deliver the equipment until the insurance, indemnities, and waivers hereunder have been obtained and are legally operative in CRANE Nuclear's favor, and such national legislation is in force, failing which CRANE Nuclear may terminate the Agreement without liability for damages of any nature and be entitled to payment due for any work performed. The protection afforded by the provisions of this Article shall be in effect until the nuclear power plant is permanently decommissioned.
- F. In no event shall CRANE Nuclear, irrespective of its activities under the Agreement, be considered as the operator of a nuclear power plant. Under no circumstances shall PURCHASER deem or represent CRANE Nuclear as being the operator of a nuclear power plant for any purpose. Further, PURCHASER shall or shall cause plant owner and/or operator to take such steps as are necessary to assure that plant owner and/or operator, as appropriate, is designated by the appropriate governmental authorities of PURCHASER's country as the operator of the nuclear power plant.
- G. PURCHASER shall, without cost to CRANE Nuclear, perform any required decontamination and health procedures to the extent necessary for CRANE Nuclear to perform its contractual obligations. This includes decontamination of any CRANE Nuclear equipment or tools used in the performance thereof.
- H. For purpose of this Article, "CRANE Nuclear" shall include CRANE Nuclear, its employees, and Suppliers of any tier and their respective employees.
- I. For purpose of this Article, "Nuclear Incident" shall mean any occurrence which causes bodily injury, sickness, disease or death or loss or damage to property, or loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source(s), special nuclear and by-product material shall have those meanings assigned to them by the U.S. Atomic Energy Act of 1954, as amended.

#### **14. FORCE MAJEURE**

- A. Neither PURCHASER nor CRANE Nuclear will be held liable for failure to perform any obligation or for delay in performance resulting from or contributed to by any cause beyond its reasonable control, including but not limited to: any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act, or priority) of any governmental authority or the other party to this Agreement; civil disturbance; pandemic; quarantine; strike; work stoppage or other labor difficulty; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, or materials from usual sources.
- B. In the event of a delay in performance excusable under this Article, the time for performance of the work will be extended by a period of time reasonably necessary to overcome the effect of the delay. CRANE Nuclear's expenses due to delays, other than delays which are deemed to be within the reasonable control of CRANE Nuclear, will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in Article 22, CHANGES.

#### **15. TERMINATION**

PURCHASER may terminate the Agreement: upon thirty (30) days' prior written notice to CRANE Nuclear and payment of reasonable and proper termination charges. Termination charges will include a portion of the purchase price reflecting the amount of work performed, man hours expended and materials acquired at the time of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of CRANE Nuclear's agreements with its Suppliers, and any applicable costs allocated in contemplation of performance. CRANE Nuclear will make every reasonable effort to minimize such termination charges. All termination charges shall be due and payable thirty (30) days from the date of the CRANE Nuclear's invoice.

## 16. PATENTS

- A. CRANE Nuclear will, at its own expense, defend or at its option settle any suit or proceeding brought against the PURCHASER so far as based on an allegation that any Equipment (including parts thereof) or use thereof for its intended purpose, constitutes an infringement of any claim of any patent in the PURCHASER's country, so long as: (i) there is a U.S. patent in force corresponding to such patent in PURCHASER's country; (ii) said allegation of infringement would apply to such U.S. patent and set forth a cause of action for infringement under the laws of the U.S. had the alleged infringement taken place in the U.S.; and (iii) if CRANE Nuclear is notified promptly in writing and timely given authority, information, and assistance for the defense of said suit or proceeding.

CRANE Nuclear will pay the damages and costs awarded in any suit or proceeding so defended. CRANE Nuclear will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Equipment or any part thereof, as a result of any suit or proceeding so defended, is held to constitute infringement or its use by PURCHASER is enjoined, CRANE Nuclear will, at its option and its own expense, either (a) procure for PURCHASER the right to continue using said Equipment; (b) replace it with substantially equivalent noninfringing Equipment; or (c) modify the Equipment so it becomes noninfringing.

- B. CRANE Nuclear will have no duty or obligation to PURCHASER under this Article to the extent that the Equipment is (a) supplied according to the PURCHASER's design or instructions wherein compliance therewith has caused CRANE Nuclear to deviate from its normal course of performance, (b) modified by the PURCHASER or its contractors after delivery, or (c) combined by the PURCHASER or its contractors with items not furnished hereunder and by reason of said design, instruction, modifications, or combination a suit is brought against the PURCHASER. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against CRANE Nuclear, PURCHASER shall protect CRANE Nuclear in the same extent and to the same extent that CRANE Nuclear has agreed to protect PURCHASER under the provisions of Paragraph A above.
- C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND DIRECT OR CONTRIBUTORY PATENT INFRINGEMENT AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS. Compliance with this Article as provided herein shall constitute fulfillment of all liabilities of the parties under the Purchase Agreement with respect to patents.

## 17. PROPRIETARY INFORMATION

- A. CRANE Nuclear may have a proprietary interest in information that may be furnished pursuant to the Agreement. PURCHASER will keep in confidence and will not disclose any such information which is specifically designated as being proprietary to CRANE Nuclear without the prior written permission of CRANE Nuclear or use any such information for other than the purpose for which it is supplied. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to PURCHASER without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any agreement, or which is received from a third person without limitation or restriction on said third party or PURCHASER at the time of disclosure.
- B. PURCHASER shall indemnify and hold CRANE Nuclear harmless for any liability suffered by CRANE Nuclear as a result of PURCHASER's disclosure to third parties or improper use of the information.
- C. CRANE Nuclear shall retain the rights to the underlying SOFTWARE and Equipment technology. All copyrights, patents, patentable rights, trade secrets and other property rights shall remain vested in CRANE Nuclear.

## 18. LIMITATION OF LIABILITY

- A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT (BUT SUBJECT TO SECTION 14 (“TERMINATION”) ABOVE), NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR REMOTE DAMAGES, INCLUDING LOSS OF PROFITS OR LOSS OF USE, OR FOR PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES, HOWEVER STYLED, WHETHER ARISING UNDER THIS CONTRACT OR OTHERWISE.**
- B. The obligations and liabilities of CRANE Nuclear under this contract are expressly limited to the replacement or the repair by CRANE Nuclear of such Goods or reperformance of Services, and shall not include any removal or reinstallation costs, or the costs of any recall program incident to such correction or replacement.

## 19. TRANSFER

Prior to the transfer to another party of the Equipment or the transfer of any interest in such Equipment or PURCHASER's power generation facility, PURCHASER shall obtain for CRANE Nuclear written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded CRANE Nuclear and its Suppliers under the Agreement. Transfer contrary to the provisions of this Article shall make PURCHASER the indemnitor of CRANE Nuclear and its Suppliers against any liabilities incurred by CRANE Nuclear and its Suppliers in excess of those that would have been incurred had no such transfer taken place.

## 20. GOVERNMENT REQUIREMENTS

PURCHASER shall not, without the prior written permission of CRANE Nuclear, transmit any information received from CRANE Nuclear pursuant to the Agreement, directly or indirectly, to any of the prohibited countries designated in the U.S. Government regulations, as issued from time to time relating to the exportation of technical data.

## 21. LICENSES, PERMITS AND AUTHORIZATIONS

PURCHASER shall be responsible for all dealings with any governmental authority. This shall include obtaining, maintaining and paying for all licenses, permits and authorizations for the Equipment furnished under the Agreement. The obligation of the PURCHASER to pay for the Equipment shall not in any manner be waived by the delay or failure to secure or renew or by the cancellation of any required licenses, permits and authorizations.

## 22. ANTI-CORRUPTION; EXPORT CONTROLS; NO BOYCOTTS

PURCHASER agrees that it shall, and that any party retained by the PURCHASER shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. PURCHASER further agrees that it shall, and that any party retained or paid by the PURCHASER shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the Equipment, technology, information or warranty related services. PURCHASER further agrees that it shall not, and any party retained or paid by PURCHASER shall not, export or re-export the Equipment, technology, information or warranty related services directly, or with its knowledge, indirectly, into any country that is embargoed or that has economic sanctions placed upon it by the U.S. Government. Failure to comply strictly with all applicable laws and licensing / approval requirements relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this agreement by CRANE Nuclear. Notwithstanding anything to the contrary contained in any agreement between PURCHASER and CRANE Nuclear or in any other document or agreement relating to the Equipment sold hereunder, CRANE Nuclear will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

## 23. CHANGES

Purchaser reserves the right at any time prior to the delivery date of this Purchase Order by written notice to CRANE Nuclear to make changes to the drawings, designs or specifications of the goods ordered, the method of packing and shipping, the time, place or method of delivery, the quantity of goods ordered or the work covered hereby. If any such changes affect CRANE Nuclear's cost and/or delivery schedule, CRANE Nuclear shall notify Purchaser within 30 days that it asserts a change in requirements; and, in that case within three months of such notice CRANE Nuclear shall submit a detailed cost break-down requesting an equitable adjustment comparing original requirements and costs to the changed requirements and costs. The parties will then negotiate in good faith and agree to an **equitable adjustment** in Purchase Order price, delivery schedule or both.

Such **equitable adjustment** shall include the reasonable costs necessary for the preparation of requests for equitable adjustment and supporting data, including accounting, legal, clerical, handling charges, interest, and other expenses, together with reasonable unabsorbed overhead, and storage, transportation and other costs incurred in connection with the protection or disposition of the property allocable hereto. Purchaser has the obligation to promptly negotiate and pay CRANE Nuclear's claim in good faith and with reasonable diligence, but in no event later than forty-five days after CRANE Nuclear's submission of its claim; after which a late payment charge is due CRANE Nuclear which will be computed monthly at a floating rate equivalent to one-twelfth (1/12) of the per annum prime rate charged by Wells Fargo Bank, San Francisco, California, U.S.A., as such prime rate is published on the first banking day following the date payment is due, plus an additional one-half of one percent (0.5%) payable each month or portion thereof that payment is delayed.

## 24. MISCELLANEOUS PROVISIONS

### A. Waivers

The failure of either party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision.

### B. Modification

No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

### C. Assignment

The Agreement will not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

### D. Governing Law

The Agreement will be construed and interpreted in accordance with the laws of the State of Georgia. The invalidity of one provision in this Agreement shall not affect the validity of any other provision in this Agreement.

### E. Arbitration

1. The parties shall exert their best efforts to arrive at an amicable settlement of any dispute which may arise between them with respect to the Agreement. If, however, no such settlement is reached, then upon written notice from either party to the other, said dispute shall be finally resolved by binding arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The arbitration proceedings shall take place in Paris, France and shall be conducted in the English language. Unless otherwise mutually agreed upon, in any such arbitration there shall be appointed three arbitrators.
2. The dispute shall be submitted to the arbitrators in such manner as they shall deem appropriate and the decision of the majority of the arbitrators rendered in writing shall be final and conclusive and binding on the parties.
3. Each party shall pay its own expenses in connection with the arbitration, and the parties shall share equally the compensation and expenses of the arbitrators.
4. The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them.

5. The provisions entitled “Indemnifications/Insurances”, “Proprietary Information”, “Limitation of Liability”, and Export Laws “Transfer” Export Laws shall survive termination, cancellation or expiration of the Agreement.