

Terms and Conditions of Sale for Dosimetry Equipment (Europe, Middle East and Africa, Asia Pacific and Latin America) applicable as of May 12th, 2026

Reference: DOC-MKT-051 Version 1

1. Scope and Acceptance of Terms

1.1 These Terms and Conditions of Sale (hereinafter "Terms") govern the sale of dosimetry equipment (hereinafter "Equipment") provided by Landauer Europe SAS and its affiliates (hereinafter "Seller") to any purchaser (hereinafter "Buyer"). These Terms, along with any quotation, order acknowledgment, or invoice issued by Seller, constitute the entire agreement (hereinafter "Agreement") between the parties. These terms do not apply to dosimetry services or maintenance services. In the event of a conflict between the Terms and any other terms or agreement, these Terms shall supersede.

1.2 Any different or additional terms or conditions proposed by Buyer or contained or referenced in any other documentation furnished by Buyer are expressly rejected, and Seller shall not be required to separately object thereto. Buyer's acceptance of delivery, or payment for the Equipment constitutes acceptance of these Terms.

1.3 Seller reserves the right to modify these Terms for future transactions.

2. Quotations and Orders

2.1 All quotations are valid for thirty (30) days unless specified otherwise. Seller reserves the right to withdraw or modify any quotation based on a credit assessment or Buyer's conditions.

2.2 Seller may correct typographical errors and adjust pricing due to changes in material or transportation costs.

2.3. Quotations are subject to credit approval and are provided based on information supplied by Buyer. Seller reserves the right to withdraw or modify any quotation if circumstances change regarding Buyer's creditworthiness or order details.

2.4. Acceptance of any purchase order by Seller is subject to written confirmation. No order shall be binding upon Seller until such confirmation is issued, and Seller reserves the right to reject any order.

2.5 Orders may not be canceled or rescheduled without Seller's written consent and are subject to cancellation or reschedule charges as determined by Seller.

3. Pricing and Payment Terms

3.1 Prices are quoted in EURO or other local currency as specified in such quote, and exclude taxes, duties, shipping, handling, or other fees, which are the responsibility of Buyer. All prices are subject to a minimum billing amount of €450 which shall be applied per order, as specified on the dosimetry equipment quotation. Such minimum billing amount will be non-refundable.

3.2 Buyer shall remit full payment for the dosimetry equipment prior to Seller's shipment, as per the applicable quotation. Seller shall have no obligation to ship any goods until all amounts due have been received in cleared funds. Any delay in payment may result in a corresponding delay in shipment, for which Seller shall not be liable. The parties may override the terms of this section 3.2 by mutually

agreeing to different payment terms on the dosimetry equipment quotation, signed by both parties. In the event of different terms, Seller reserves the right to charge interest on overdue amounts at a rate of 1.5% per month or the maximum allowed by law, and to suspend deliveries or cancel orders for non-payment. Buyer shall be liable for all reasonable costs incurred by Seller in collection efforts, including legal fees and court costs.

3.3 Buyer agrees to undergo credit checks, and Seller may adjust payment terms based on credit assessments. Seller reserves the right to require cash-in-advance, letters of credit, or other payment methods.

3.4 Seller may suspend further deliveries or cancel any outstanding order if Buyer fails to meet payment obligations under this Agreement or any other contract with Seller, in addition to exercising all remedies available to Seller.

4. Tax Compliance

4.1 Buyer shall be responsible for all applicable taxes, including but not limited to sales, use, value-added tax (VAT), goods and services tax (GST), excise, and other similar charges.

4.2 Buyer must reimburse Seller promptly for any taxes paid on its behalf and provide exemption documentation as applicable.

4.3 Buyer agrees to provide Seller with any necessary exemption certificates or documentation to support any tax exemptions, prior to invoicing. If Buyer fails to provide such documentation, Seller will include applicable taxes in the invoice, and Buyer will be liable for payment.

4.4 Buyer agrees to indemnify Seller against any claims, penalties, interest, or fees arising from Buyer's failure to comply with applicable tax regulations.

5. Delivery, Transfer of Title, and Risk of Loss

5.1 Delivery Terms (definitions):

- EXW (Ex Works): Buyer assumes responsibility for all risk and transportation costs from Seller's facility.

- CPT (Carriage Paid To): Seller arranges delivery within EMEA but transfers risk to Buyer upon handover to the first carrier.

- DAP (Delivered at Place): Seller delivers to Buyer's specified location, with risk transferring upon delivery.

5.2 General Conditions for Delivery. The delivery terms specified in the quotation or order acknowledgement shall govern each transaction. In the absence of any stated delivery term, delivery shall be EXW. Any Buyer requests for changes to the delivery terms must be agreed upon in writing and may incur additional charges. When Seller arranges transportation under terms like CPT or DAP, the costs of such transportation will be invoiced to Buyer as a separate line item unless otherwise agreed. In all instances, Buyer shall be responsible for all shipping and handling charges.

5.3 Transfer of Title and Risk of Loss. Title to the Equipment shall pass to Buyer upon full payment of the purchase price. The risk of loss or damage to the Equipment transfers to Buyer in accordance with the applicable Incoterm specified in the transaction. Buyer is responsible for inspecting the Equipment upon delivery and must report any discrepancies, damages, or shortages in writing within ten (10) days of



receipt. Failure to notify Seller within this timeframe will constitute acceptance of the Equipment as delivered.

5.4 Partial Deliveries. Seller reserves the right to make partial deliveries. Each partial delivery shall be treated as a separate transaction, and any delay or defect in one installment shall not entitle Buyer to cancel or reject the remaining installments.

6. Resale Restrictions and Distributor Authorization

6.1 Buyer may not resell, distribute, or transfer Equipment to any third party without prior written consent of Seller, except as authorized in a written distribution agreement signed by Seller. Unauthorized resale is prohibited and may result in termination of Buyer's rights under this Agreement and legal action.

6.2 Authorized Distributors: If Buyer is an authorized distributor, Buyer may resell Equipment under the terms of a written agreement. Such authorization may specify territory, customer type, and industry restrictions.

6.3 Compliance by Distributors: Authorized distributors are required to:

- Sell Equipment only to end-users within approved jurisdictions.
- Refrain from selling Equipment to restricted parties or countries subject to U.S., EU, or other international sanctions.
- Ensure that any resale complies with regulatory standards and provide end-user support as required.

6.4 Consequences of Unauthorized Resale: Unauthorized resale may void warranties, and Seller may refuse future sales and pursue legal action.

7. Warranty and Returns

7.1 Seller warrants that the Equipment is free from defects in materials and workmanship for 12 months from shipment, or as otherwise controlled by the documents furnished with each product, under normal use and service. Parts, product repairs and services, excluding commissioning and training services, are warranted for 90 days. Seller warrants that software will operate substantially in accordance with its functional specifications for 90 days or as otherwise set forth in documents furnished with the software or with the applicable end user or third-party license. Seller does not warrant that it will be error free or operate without interruption. These warranties apply only if Buyer follows Seller's usage and maintenance guidelines. The warranties in this Section 7 shall not apply to products or Equipment that are intended for single-use.

7.2 If a defect arises within the Warranty Period, Buyer must notify Seller in writing, providing details of the defect and proof of purchase. Seller may, at its discretion, repair, replace, or credit the defective Equipment.

7.3 Warranty Limitations: Seller's warranties do not cover defects from misuse, modification, neglect, improper installation, force majeure, or Equipment that has been modified, repaired, maintained or serviced by anyone other than Seller or a Seller designated service center. The warranties set forth in this Section are Buyer's sole and exclusive remedy and replace all other warranties, whether express or implied, including, but not limited to, any implied warranty of fitness for a particular purpose. Seller reserves the right to audit Buyer's compliance with usage standards.

7.4. Buyer may return Equipment only with prior authorization from Seller, following Seller's instructions. Unauthorized returns will not be accepted. Seller assumes no risk for damage or loss to the Equipment in transit.

7.5 Seller's warranties extend only to the original buyer or end-user customer of an authorized reseller. Authorized resellers shall have no authority to extend a greater or different warranty on behalf of Seller. Seller reserves the right to invoice Buyer for importation costs of repair/replacement parts when Equipment purchased in one country is submitted for repair in another country for any applicable in-warranty service performed.

7.6 To the maximum extent allowed by applicable law, Seller does not warrant that the Equipment will operate (i) in combination with other goods, items or systems the Equipment was not designed to be used with, or (ii) in operating conditions and configurations it was not designed to be operated in.

7.7 Any complaints of erroneously delivered Equipment shall be made in writing within ten (10) days after receipt of the Equipment by Buyer and if return of the Equipment is agreed upon by Seller, it shall be returned in accordance with Seller's instructions.

8. Compliance with Regulations

8.1 All sales are subject to and contingent upon compliance with applicable export regulations and required export licenses. Buyer must comply with all applicable trade, import, export, and regulatory requirements, including sanctions by the U.S., EU, and international bodies. Buyer shall not export, re-export, or transfer, directly or indirectly, any Equipment to any country or user to which such export, re-export or transfer is restricted by U.S., EU, or other applicable regulation, without first obtaining any required government license, authorization or approval. The use, sale, re-export, delivery or retransfer, directly or indirectly, of Equipment in any activities related to the design, production, use, or stockpiling of chemical, biological or nuclear weapons or missiles is strictly prohibited. Seller may cancel or suspend confirmed orders without any liability in case of Buyer's (actual or suspected) violation of export control laws or regulations, or if Buyer (including its owners, employees, and/or officers) becomes subject to any U.S., EU or national export control sanctions. Any violation of this Section shall void all warranties.

8.2 Buyer agrees to provide Seller with end-user certifications upon request and shall indemnify Seller from all penalties arising from non-compliance.

8.3 Anti-Corruption: Buyer agrees to abide by all anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and EU regulations, avoiding any practices that could expose Seller to liability.



9. LIMITATION OF LIABILITY

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT GIVING RISE TO THE CLAIM.

9.2 SELLER IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOST DATA, RELIANCE, BUSINESS INTERRUPTIONS, OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THE LIMITATIONS OF LIABILITY STATED HEREIN APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION.

10. Intellectual Property Rights

10.1 All intellectual property rights related to the Equipment, including designs, specifications, and proprietary information, remain with Seller. Buyer is granted a non-transferable, non-exclusive right to use the Equipment solely for its intended purpose. Buyer shall not alter, reverse-engineer, or tamper with the Equipment or its software.

10.2 Unauthorized use or reproduction of Seller's intellectual property may result in legal action.

11. Confidentiality

11.1 Buyer agrees to maintain confidentiality of proprietary information disclosed by Seller and refrain from third-party disclosures without Seller's written consent. This information includes, without limitation, pricing, terms, product and service data, trade secrets, or other information received from Seller in implementing this Agreement.

11.2 Buyer agrees to implement adequate data protection measures for Seller's proprietary information. This confidentiality obligation survives termination or expiration of this Agreement.

12. Force Majeure and Contingency Planning

12.1 Seller is not liable for delays or failure to perform due to events beyond its control, including, but not limited to, natural disasters, government actions, compliance with any law or governmental order, rule or regulation, shortages, labor disputes, public health crisis, or transportation disruptions.

12.2 In such cases, Seller may allocate inventory among customers and delay or suspend performance as necessary. Buyer agrees to assume additional insurance or warehousing costs during force majeure events.

13. Auditing Rights

13.1 Seller reserves the right to audit Buyer's records and practices to verify compliance with payment, tax, and regulatory obligations upon reasonable notice. Buyer shall provide necessary access to records and personnel to facilitate such audits.

13.2 Non-compliance identified during audits may result in additional fees or adjustment of future contractual terms.

14. Governing Law and Dispute Resolution

14.1 This Agreement is governed by the laws of France, excluding conflict-of-law principles. The United Nations

Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any dispute arising directly or indirectly out of these Terms shall be resolved exclusively by the competent courts having jurisdiction over the area where Seller has its registered office.

14.2 The parties waive the right to a jury trial, if applicable, in any action arising from this Agreement.

15. Miscellaneous Provisions

15.1 Design Changes: Seller and its suppliers reserve the right to change product design or specifications at any time without notice.

15.2 Severability: If any provision of this Agreement is held invalid, the remaining provisions shall remain in effect.

15.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the sale of Equipment and supersedes all prior agreements, understandings, and negotiations.

15.4 Waiver: The failure of either party to enforce any provision shall not constitute a waiver of that provision or any other provision.

15.5 All notices required or authorized by these terms and conditions shall be given in writing (including email) and shall be deemed effective upon delivery. Notices to Buyer shall be sent to the address shown in Buyer's order. Notices to Seller shall be sent to the ordering address of Seller.

16. Assignment: Seller may assign this Agreement, including its responsibilities and obligations hereunder, in whole or in part to its affiliate. This Agreement shall not be assignable by the Buyer by operation of law or otherwise, to any third party without the prior written consent of Seller.

17. Software: Software. Seller grants a non-exclusive license to Buyer to use ordered software subject to the terms of any Seller or applicable third-party software license or end user license agreement. Title to software shall remain in Seller or its suppliers. The license may be terminated if Buyer discloses the software to others without Seller's consent or otherwise engages in unauthorized use.

18. No Set-Off. The Buyer will neither deduct nor set-off, from payments under this Agreement, amounts allegedly owed to the Buyer by the Seller under this Agreement or any separate agreement or cause of action.

19. Language. The official version of these Terms, and all communications related to these Terms, will be in the English language. Any translation in another language shall be deemed for convenience only and shall not prevail over the original English version, unless required otherwise by mandatory local applicable laws.

