

These General Terms and Conditions (“Terms and Conditions”) apply in respect of an agreement between URENCO Nuclear Stewardship Limited (the “Company”) and you (the “Contractor”), which may e.g. be in the form of a purchase order or a work statement (the “Agreement”). These Terms and Conditions are binding between Company and Contractor and supersede and replace any Contractor terms and conditions or previous agreements for the Goods and Services in scope. **In the event any special terms are agreed between the parties, those special terms shall take precedence over the terms contained in these Terms and Conditions. Where these Terms and Conditions are attached to or incorporated into a purchase order or work statement issued under an existing contract, the terms and conditions of that existing contract shall prevail.**

## 1. Definitions

1.1 In these Terms and Conditions:

“**Affiliate**” means, in reference to a Person, any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person; and for the purposes of this definition, a Person controls another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise;

“**Anti-Bribery Laws**” means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person;

“**Background Information**” means any information or data proprietary to Contractor, or licensed to Contractor with the right to grant sub-licenses to third parties, which are created independently of the performance of the Services as can be adequately proved by Contractor, from which the Services or any Work Product is derived, or which are otherwise required for the effective exploitation of any Work Product;

“**Company Information**” means any information which is disclosed to Contractor by or on behalf of Company or any Affiliate of Company in connection with the Agreement, including, without limitation, any information about the business of Company or any Affiliate of Company;

“**Contract Representative**” means the person nominated by the Company, and notified to the Contractor as the Company Site representative who is authorised to oversee the Services to be carried out on Site on a day to day basis and make all operational decisions relating to the performance of the Site Services and who at the date of this Agreement is named in the Purchase Order

“**Contractor Personnel**” means any individual employed or supplied by Contractor whether directly or indirectly and assigned to work in connection with the performance of the Agreement whether or not an employee of Contractor, and includes subcontractors of Contractor and their personnel;

“**Force Majeure**” means, but is not limited to, any of the following events:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
- (b) Earthquake, flood, fire, named cyclone/hurricane/typhoon, tidal wave, explosion and/or other natural physical disaster, but excluding weather conditions as such regardless of severity;
- (c) Changes to any general or local statute, ordinance, decree, or other law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or by-law;

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced

operator engaged in the same type of undertaking under the same or similar circumstances and conditions as the Contractor;

“**Goods**” means the goods set out in the Purchase Order to be provided by Contractor to Company in accordance with the Agreement;

“**Intellectual Property Rights**” means patents, copyright, including software, documentation, designs, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or service marks, semiconductor topography rights, database rights, rights in know-how, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing;

“**Person**” means any individual, entity, partnership, limited partnership, firm, trust, body corporate, company, corporation, government, governmental body, agency or instrumentality, unincorporated body of persons or association;

“**Price**” means the amount in the relevant currency specified in the Purchase Order as the price for the Goods and/or the Services;

“**Purchase Order**” means the Company’s purchase order concerning the Goods and/or Services to be delivered under this Agreement, with a unique identifying number. The Purchase Order unique identification number must be quoted on all Contractors’ invoices for the Goods and/or the Services delivered to the Company for payment to occur;

“**Related Party**” means in relation to a Party: (a) any of its Affiliates; (b) any person employed by that Party or its Affiliates; (c) any director or other officer of that Party or its Affiliates; and (d) any person acting for or on behalf of that Party or its Affiliates;

“**Scope**” means the scope, and any and all relevant portions thereof as the context dictates, that Contractor is required to supply in accordance with the Agreement including the delivery of the Goods and the performance of the Services (as applicable);

“**Services**” means the services set out in the Purchase Order to be provided by Contractor to Company in accordance with the Agreement;

“**Site**” means all the lands at the Company’s site at Capenhurst, Chester, on, under, in or through which Scope or activities in connection with Scope are to be supplied; or as indicated on the Purchase Order

“**Work Product**” means the Goods and any and all results, conclusions and findings of the Services including all Intellectual Property Rights resultant from the results, conclusions and findings.;

1.2 In these Terms and Conditions, words denoting the singular include the plural and vice versa.

## 2. Provision of Goods and/or Services; Warranty; Remedies; Title and Risk

2.1 Without prejudice to representations or warranties applied by law or otherwise given by Contractor, Contractor warrants that Goods shall be: (a) free from defect; (b) fit for their intended purpose or application; (c) manufactured and supplied strictly in accordance with the relevant specification; and (d) free of any registered or unregistered charge, lien, mortgage or other encumbrance. Services shall be provided with all due skill and care and in accordance with Good Industry Practice. Contractor will pass through any applicable manufacturer’s warranty to the benefit of Company. If any such manufacturer’s warranty is not assignable, Contractor shall assist Company in pursuing any warranty claim with the manufacturer on Company’s behalf. The warranty for Goods commences on the latter of the day Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor’s, or, the manufacturer’s standard warranty period. The warranty for Services commences on the day of completion of the Services and is valid for twelve (12) months following completion of the Services. Contractor shall operate a quality assurance system in accordance with industry recommended standards and practices. Contractor further warrants that Contractor’s use of the Background Information shall be free from any challenges by a Person that such use violates or infringes an Intellectual Property Right of any Person.

2.2 Contractor and Contractor Personnel shall: (a) comply with all applicable laws and government rules, regulations and orders, including but not limited to, those related to health, safety and environment, employment rights and data protection; and (b) perform its obligations under the Agreement in such a way as to ensure that there is no breach of the of the terms of URENCO UK Limited's nuclear site licence. Contractor shall obtain at its own cost the required permits and shall provide Company such data reasonably requested by Company in relation thereto. Contractor must, to the maximum extent permitted by law, defend, hold harmless and indemnify Company, members, and Affiliates of Company, and its and their directors, officers, employees, and agents from and against any claims, proceedings, lawsuits, judgments, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses incurred or suffered as a result of noncompliance with laws or failure to obtain permits by Contractor or Contractor Personnel.

Contractor confirms that it has obtained all requisite information for the performance of the Agreement, in particular, but not limited to, as to the Company site, access and transportation thereto, local conditions and facilities and any other relevant matters of whatever nature. Contractor will attend induction training as may be required by Company from time to time.

2.3 Without prejudice to any other rights of Company hereunder or at law, in the event of defective Goods or Services or a breach of warranty, notwithstanding that such defect or breach may have been discovered by Company after delivery or performance, Company, in its sole discretion and at Contractor's risk and expense, may do any or all of the following: (a) terminate the relevant Agreement at any time; (b) reject and return the Goods; (c) purchase equivalent goods elsewhere; (d) require the Goods to be replaced or repaired by Contractor; (e) require the Services to be re-performed by Contractor; (f) have defects in the Goods repaired by others; (g) have the Services re performed by others. The warranty for Goods replaced or repaired by Contractor commences on the latter of the day Company takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or, the manufacturer's standard warranty period. The warranty for Services re-performed by Contractor commences on the day of completion of the re-performed Services and is valid for twelve (12) months following completion of the re-performed Services.

2.4 Any inspection by Company of Goods or Services shall not relieve Contractor of any obligations of liability under the Agreement.

2.5 Contractor will retain risk of loss of and damage to Goods until Company takes physical possession, or care and custody of the Goods., Notwithstanding the foregoing, Contractor will retain risk of loss of and damage to Goods: (a) supplied as part of Services until acceptance of the Services by Company, unless Company takes care and custody of the Goods and (b) which are rejected by Company as not in compliance with the Purchase Order. Title to Goods will pass to Company (a) along with the passing of risk of loss of and damage to Goods to Company or (b) as Company makes payment for the Goods, whichever occurs earlier. Any transfer of title or risk will be without prejudice to Company's right to refuse to accept the Goods in case of non-conformity with the requirements of the Agreement.

2.6 The Contractor acknowledges and agrees that it has no title to or property in the Company Materials and that no title or property in the Company Materials will pass to the Contractor. When Company Materials are in the Contractor's possession, custody or control, the Contractor shall: (a) keep the Company Materials separate from any similar items owned by the Contractor or any third party and (b) ensure that the Company Materials are properly stored and protected and identified as Company's property;

### 3. HSSE, Site Procedures and Access

3.1 Whenever Contractor Personnel are on Site they shall behave in a manner which is consistent with Company's requirements for the management of health, safety, security, and the environment set forth herein, in addition to any other requirements set forth in any Purchase Order, as well as any related rules, procedures or codes of practice (whether issued by Company, Affiliates of Company, or otherwise) in force at the relevant Site.

3.2 Contractor is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of Contractor and Contractor Personnel in connection with the Agreement. Contractor assumes all responsibility and liability for such risks. Contractor and Contractor Personnel shall perform the Scope without interfering with the operations of Company or Affiliates of Company or of any other contractors at the Site.

3.3 The Contractor shall ensure that all Contractor Personnel on Site shall comply with all rules, procedures or codes of practice (whether issued by Company, Affiliates of Company, or otherwise) in force for the time being at that Site and with any special regulations which apply to any particular building or area (including any radiation controlled area) within the boundaries of that Site, as notified to the Contractor from time to time.

3.4 The Contractor shall implement all security procedures required by the Company and the costs of complying with them, including loss of time by staff, workmen and vehicles, the issue and examination of passes and security searches and checks undertaken prior to entry, on entry to and exit from a Site, shall be part of the Price.

3.5 The Contractor shall ensure that all Contractor Personnel have the necessary security clearances required (as determined by Company) in order to provide the Goods and perform the Services and that Contractor Personnel do not enter any part of the Site that they do not have the necessary security clearance to enter.

3.6 All Contractor Personnel, including delivery drivers, must have a photo identification to obtain access to Site. Without this drivers cannot make deliveries and Contractor Personnel cannot access the Site to perform the Services and shall be turned away from the Site at Contractor's cost and risk.

3.7 Access to Site - All vehicular access shall be from the A41 (Great Sutton) onto Capenhurst Lane (30mph speed limit). Contractor and all Contractor Personnel will not travel via "Dunkirk Lane" off the B5117, through "Capenhurst Village" which is off the A540, via "Chapel Lane" off the A540 or via "Ledsham Lane leading onto Rectory Lane" off the A550.

### 4. Price and Payment

4.1 Unless otherwise agreed in writing with the Company, the Price: (a) is fixed and is not subject to any increased cost as a result of currency fluctuations; (b) is inclusive of all requirements including without limitation all packing, labelling, customs, freight and transportation duties or charges, insurance and other applicable costs and charges, and; (c) is exclusive of VAT unless otherwise stated in the Purchase Order and any applicable VAT shall be paid by the Company at the prevailing rate prescribed by applicable law.

4.2 Contractor shall invoice the Price following delivery and send such invoice as per Clause 4.6. The Company shall pay all invoiced amounts within 30 days of correctly presented and valid invoice. If the payment due date falls on a day which is not a business day, then the payment due date shall be the first business day following the payment due date.

4.3. The Company may reasonably dispute the legal validity, accuracy or correctness of the invoice and may withhold payment on the disputed portion (including on the entire portion, where the legal validity of the entire invoice is disputed) until the dispute is resolved.

4.4 Invoices shall be in such form and accompanied by such information as the Company may reasonably require in order to verify the entitlement to payment.

4.5 For Services, the Contractor shall obtain a service entry number (SEN) from the Company prior to submitting the invoice, which is to be quoted on the invoice and is approval for payment.

4.6 Invoices should be emailed to [fssc@urencocom](mailto:fssc@urencocom) in a portable document format; the email subject should contain the Purchase Order number, invoice number and Contractor's name.

### 5. Liability and Insurance

5.1 Liability for loss and damage to property and for personal injury, including death and disease to any person, arising in connection with the Agreement shall be determined in accordance with applicable law.

5.2 Neither party shall be liable to the other party under or in connection with the Agreement for: (a) consequential or indirect losses or damages at law; or (b) loss of revenue, profit or anticipated profit, and loss of business or opportunity, whether or not such losses were foreseeable at the time of entering into the Agreement, arising from or related to the performance of the Agreement.

5.3 Without limitation of its obligations and its responsibilities Contractor shall maintain and shall ensure its subcontractors maintain, for the duration of the Agreement adequate insurance to meet all liabilities of Contractor arising from or in connection with the Agreement. The provisions of this Clause 5.3 shall in no way limit the liability of Contractor under the Agreement. At the request of Company, Contractor shall furnish appropriate certificates of insurance.

5.4 Save as provided above, Company's liability under this Agreement shall not exceed the Price of the Goods and Services payable to the Contractor.

## **6. Termination; Suspension; Variations**

6.1 Company shall have the right immediately upon delivery to Contractor of written notice, to order the suspension of, or any variation to, the provision of Goods or Services, in whole or in part, provided that any variation shall only be effective if it is within the capability and resources of Contractor. Any increase or decrease in the cost of the Goods and/or Services resulting from the suspension or variation shall be determined by Company in accordance with the rates and other information shown in the Agreement, or, in the absence of any appropriate rates and information; a fair and reasonable evaluation shall be made.

6.2 Either party has the right at any time by giving notice in writing to the other party to terminate the Agreement forthwith if the other party commits a material breach of any of the terms or conditions of the Agreement.

6.3 Company may terminate the Agreement immediately by written notice to Contractor, if in Company's reasonable opinion, Contractor or any of its Related Parties when performing work in connection with the Agreement: (a) commits any or causes Company or any of its Related Parties to be in breach of applicable Anti-Bribery Laws; (b) breaches Clause 10.4 of these Terms and Conditions; (c) commits any or causes Company or any of its Related Parties to be in breach of applicable competition laws; or (d) commits a material breach of applicable laws not mentioned in paragraphs (a) and (c) of this Clause 6.3.

6.4 Company may terminate the Agreement without cause by giving five (5) days prior written notice of termination to Contractor, and Company shall only be liable to pay for that part of the Goods and/or Services provided in compliance with the terms of the Agreement prior to such date that Contractor receives Company's written notice to terminate.

6.5 Upon termination or expiry of the Agreement, Contractor shall upon request by Company return or provide to Company all data, information, records and/or documents, regardless in which form, related to Company, members, or Affiliates of Company, or its or their business which Contractor has obtained from Company or produced in performance of the Agreement.

## **7. Force Majeure**

7.1 A party will not be in breach of its obligations under the Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure and is beyond the reasonable control of the party. Company will be relieved from any obligation to make payments to Contractor for Goods and/or Services to be provided under the Agreement for so long as the supply of Goods and/or Services is impacted by Force Majeure.

7.2 A party whose performance of obligations under the Agreement is delayed or prevented by Force Majeure will without delay: (a) notify the other party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure; (b) use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under the Agreement; and (c) subject to Clause 7.3, promptly after the cessation of the Force Majeure, notify the other party thereof, provide the other with all

reasonable information concerning the impact of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the Agreement..

7.3 If Contractor's performance under the Agreement is prevented, hindered or delayed by an event of Force Majeure for a period exceeding one (1) month, Company may in its absolute discretion terminate the Agreement upon giving written notice of termination.

## **8. Confidential Information**

8.1 Contractor undertakes, and warrants that it and its Affiliates undertake: (a) to use Company Information solely for the purpose of providing the Services and/or supplying the Goods; and (b) not, without the prior written consent of Company, to disclose Company Information to any third party.

8.2 The provisions of Clause 8.1 shall not apply to any Company Information if Contractor can prove that it was or has become lawfully known to Contractor without binder of secrecy or publicly available through no act or omission on the part of Contractor.

8.3 At the request and option of Company, Contractor shall either destroy or return promptly to Company, or its nominee, all records containing Company Information which are in the possession of Contractor.

8.4 Contractor and Contractor Personnel shall not mention/use Company's name, Company's trademarks or refer to the existence of the Agreement and the activities carried out under the Agreement in any publicity material or other communications to third parties without Company's prior written consent.

## **9. Intellectual Property Rights**

9.1 All right, title and interest in and to the Work Product and any Intellectual Property Right shall vest exclusively in Company and shall be assigned to Company promptly upon creating or generating the same by Contractor. Contractor shall execute all instruments, deeds or actions necessary to vest such Intellectual Property Right in Company. Contractor hereby irrevocably waives, or shall procure all necessary waivers in favour of Company of, all Intellectual Property Right in the Work Product.

9.2 Contractor hereby grants to Company a non-exclusive, royalty-free, irrevocable and worldwide license and right for Company with sublicensing rights to possess, disclose and use and/or have possessed, disclosed or used, the Background Information or any part thereof as necessary to use, copy, modify, distribute and exploit freely any Work Product.

9.3 Contractor shall at its own expense defend, hold harmless and indemnify Company, members, and Affiliates of Company, and its and their sub-licensees, directors, officers, employees, and agents from and against all claims, proceedings, lawsuits, judgments, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses arising out of any allegation or claim that the possession, disclosure, use by Company, an Affiliate of Company and/or any third party under sub-license of Company or any Affiliate of Company of any Background Information in accordance with the license provided pursuant to Clause 9.2 or the possession, disclosure, use or exploitation of any Work Product in accordance with the Agreement infringes any Intellectual Property Rights of a Person.

## **10. Compliance with Anti-Bribery Laws; Internal Controls**

10.1 Contractor represents and warrants that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about Anti-Bribery Laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor a Related Party have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.

10.2 Contractor undertakes to immediately notify Company if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage of the type mentioned in Clause 10.1(b).

10.3 Company confirms that its appointment of Contractor was expressly made on the basis that Anti-Bribery Laws would not be

violated. Contractor acknowledges that the contents of the Agreement may be disclosed by Company to third parties for the purposes of demonstrating compliance with this Clause.

10.4 Contractor shall indemnify, defend, and hold harmless Company and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of Contractor's representations in this Article 10 being untrue or arising out of Contractor's breach of any of its warranties or undertakings in this Article 10.

10.5 Contractor and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

#### **11. Assignment and Subcontracting**

Neither Company nor Contractor shall assign or subcontract any of its rights and/or obligations under the Agreement in whole or in part without prior written consent of the other, which consent the other may withhold in its sole discretion provided, however, that Company may without such consent assign any of its rights and/or obligations under the Agreement in whole or in part to any Affiliate of Company upon advance written notice to Contractor and Contractor shall execute any document required by Company, acting reasonably, to effect same. Approval to subcontract shall not relieve the subcontracting party from any of its obligations under the Agreement, or impose any liability upon the other party to any subcontractor.

#### **12. No Agency or Partnership**

Contractor is acting solely as an independent contractor and is not an agent or partner of Company or any members, or Affiliates of Company.

#### **13. Governing Law and Dispute Resolution**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

#### **14. Notice**

All notices, requests, variations, and other communications by Company or Contractor are to be in writing and delivered promptly to the appropriate addresses named in the Agreement.

#### **15. Third Party Beneficiaries**

Where this Agreement expressly confers a benefit on an Affiliate of Company or Contractor who is not a party to this Agreement (each a "Third Party Beneficiary") such Third Party Beneficiary will be entitled by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce the benefits specifically conferred on it by this Agreement, provided that the consent of any Third Party Beneficiary will not be required for the variation or termination of the Agreement, even if that variation or termination affects the benefit conferred on it. Except as provided in this Clause, no term of this Agreement will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any Person who is not a party to the Agreement.

#### **16. Audit Rights and Record Keeping**

16.1. Contractor shall maintain, either physically or by electronic media, all books, accounts, records, original documents and information related to the Agreement in connection therewith for a period of five (5) years after the Agreement's end date. Such records and information shall include at a minimum all invoices for payment submitted by Contractor to Company along with supporting documentation. Contractor shall ensure that its Related Parties and third party contractors comply with the requirement of this Clause 16.1.

16.2. Company shall have the right to audit all information, rates and costs and expenses related to the Agreement at any time during and within five (5) years after termination of the Agreement. Company shall have the right to reproduce and retain copies of any of the aforesaid

records or information. Contractor shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Company.

16.3. Upon Company's request Contractor will, as soon as reasonably practicable, provide Company with all records relating to the Agreement and/or any work statement in connection therewith which are created or kept by its Related Parties or third party contractors.

#### **17. Miscellaneous**

17.1 Contractor and Contractor Personnel shall not prepare photographs, articles, press releases or speeches about the existence of or Scope of the Agreement, or any details about Company's facilities or business plans without prior written consent from Company.

17.2 Failure or delay by Company in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

17.3 Any waiver by Company of any breach of, or any default under, any provision of the Agreement by Contractor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

17.4 The covenants, conditions and provisions contained in the Agreement which the parties intend to survive, including confidentiality obligations, intellectual property rights and liabilities, audit rights, warranties, compliance with laws and Anti-Bribery Laws, governing law, dispute resolution, and indemnities, survive termination and expiry of the Agreement for the benefit of the party or parties to whom they are given.

17.5 The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements related to the subject matter thereof, either written or oral. No variations to the Agreement, nor any contrary or additional conditions specified by Contractor in any document provided by Contractor, shall be effective unless evidenced in writing and signed by the parties hereto.

17.6 The concept of severability of clauses applies.

17.7 The rights and remedies provided by the Agreement are cumulative and not exclusive of any rights or remedies provided in law, equity, or otherwise and shall extend to Company, its successors and assigns.