

LANDAUER DOSIMETRY CONTRACT

General Conditions of Subscription (1/2)

LANDAUER General Conditions of Subscription applicable as of September 28th 2020

Reference: DOC-MKT-003J

- ▶ Between LANDAUER EUROPE SAS, a simplified joint stock company with share capital of € 3,446,950, with their registered headquarters at 9, rue Paul Dautier, CS 60731, 78457 VELIZY-VILLACOUBLAY CEDEX, FRANCE, registered with the Chamber of Commerce and Companies of Nanterre France under number B 441 462 033, and represented by their President, hereafter referred to as the Provider.
- ▶ And the fully competent physical person or legal entity registered for dosimetry monitoring services for the purposes of their professional activity, hereafter referred to as the Customer.
- ▶ The purpose of the present General Conditions of Subscription is to govern contractual relations between the Provider and their Customer. Our General Conditions of Subscription are available on our website or on demand by email at service@landauer-fr.com or by post. They may be modified at any time without prior notice by the Provider. Any use of services is subject to these Conditions.

For any question relative to these Conditions, please contact LANDAUER Customer Service:
 E-mail: service@landauer-fr.com
 Phone: +33 (0)1 40 95 62 90
 Fax: +33 (0)1 40 95 62 89

Article 1 – Scope of the Contract

The LANDAUER dosimetry monitoring contract includes the present "General Conditions of Subscription"; the "Account set up form", which summarizes the specific Conditions of Subscription; the "Dosimetry monitoring form", and the "Price list" (hereafter "the Contract").

The rights granted to the Customer under the Contract are personal and non-transferable.

Article 2 - Services supplied by LANDAUER

The Provider is a laboratory officially approved by the *Autorité de Sûreté Nucléaire* (the French nuclear safety authority) for ionizing radiation individual monitoring of the workers' external exposure. To this end, the Provider performs dosimetry monitoring services with any approved means, the technologies currently in used and legislation in place. These services include:

- ▶ supply of dosimeters for each wear period,
- ▶ shipping of badges in appropriate packaging, (Note: each shipment contains one control dosimeter for each type of dosimeter, in compliance with regulations in place.)
- ▶ management of subscription modifications,
- ▶ treatment and analysis of dosimeters,
- ▶ communication of results to occupational physicians and relevant organizations,
- ▶ data conservation in compliance with regulations in place.

The Provider also offers ancillaries to facilitate management of dosimetry monitoring.

Article 3 – Implementation of the subscription

The dosimetry monitoring services are managed as part of a subscription service. This subscription is established filling in and signing all the documents of the Contract and returning them to the Provider. The Customer is asked to keep a copy of all the contractual documents. For any subscription, information including (but not limited to) the following: address of the monitoring establishment, company registration number, last name, first name and email address of the Contract administrator. Only one administrator may be appointed per subscription contract.

Article 4 – Delivery of dosimeters

4.1. Supply of dosimeters

For the first shipment, the Provider shall send to the Customer, the dosimeters ordered according to the information given in the "Dosimetry monitoring form". Shipment will be made according to the start date stated in the said form only after the form is fully filled and signed. Next, unless there is a cancellation, the dosimeters will be shipped according to the conditions stated on the Account set up form. For requests during the wear period, specific shipments will be made, including one control dosimeter per type of dosimeter.

4.2. Control dosimeters

According to the regulations, every shipment contains one control dosimeter for each type of dosimeter. The control dosimeter must be kept sheltered from ionizing radiation and must never in any

case be worn. The control dosimeter must be sent back with the other dosimeters at the end of the wear period.

4.3. Shipping conditions and delivery time

Delivery is to be made according to the conditions stated in the Account set up form and according to the transporter's conditions. Other modes of transportation may be proposed to the Customer on request. Each delivery comes with a delivery slip listing the content shipped. For information purposes only, mean delivery of products sent as postal parcels is estimated at:

- ▶ 1 to 3 working days in continental France
- ▶ 6 to 7 working days elsewhere

On reception of the order, it is recommended that the Customer verifies the conformity of the delivery. Should there be any delivery problem, the Customer shall make reservations to the transporter when required and contact the Provider's Customer Service as quickly as possible. In the event of return of dosimeters, shipping charges are at the Customer's expense. The Provider shall do everything in his power to respect the delivery times mentioned above. Nonetheless, the Provider shall not be held responsible for the consequences of late delivery by the transporter, of loss of a parcel caused by a third party or by the Customer, or for unpredictable and overwhelming circumstances constituting force majeure. In the event that a shipment is not received within the stated time, the Customer should contact the Customer Service department so that an investigation is carried out with the transporter. If a delivery is refused for any reason whatsoever, or if it is returned to our laboratory, the Provider reserves the right to invoice the expense of trying to make a second delivery. In the event of repeated delivery incidents, the Contract may be cancelled by the Provider (see Article 11 - §11.2.).

4.4. Packaging

Delivery is made in a packaging according to postal service standards. It is designed to ensure maximal protection during transport. The packaging should be reused by the customer to return the dosimeters to our laboratory.

The dosimeters may be delivered in different parcel format and in several parcels.

Article 5 – Subscription management

5.1. Management of dosimetry services under the Contract

When subscribing, the Customer chooses a desired dosimetry monitoring service on the "Dosimetry monitoring form". Only dosimetry services listed on this form are part of the Contract. Adding any new service during the contract is subject to an amendment to the Contract (see Article 12 - §12.1.). The Customer may then add, change or stop dosimetry monitoring services under the conditions given below.

5.2. Management of number of dosimeters

The Customer is entitled to adapt the number of dosimeters sent from one period to the next. To do so, he must either:

- ▶ or make the change on line at LANDAUER.direct. Access codes is requested on line via this website,
- ▶ Inform LANDAUER Customer Service, by e-mail or by telephone.

Any dosimeter ordered and shipped will be invoiced, even if it is not used. In case a dosimeter is lost or damaged, it will be replaced by the Provider, whom the Customer shall reimburse the corresponding expenses.

5.3. Mean lead-time for orders

The lead-times given below are mean times calculated in working days (i.e. excluding Saturdays, Sundays and public holidays). Lead-time corresponds to the time required to process the order, to manufacture the dosimeters and prepare the parcels. To this, shall be added the transporter's delivery time.

For us to process a request to add, stop, or change dosimetry services, the request must be made before the dosimeters are manufactured e.g. 40 days before the wear period. Request made later than this date will induce a shipment on the next wear period. Furthermore, that date being over, the dosimeters are manufactured, therefore whether shipped or not, they will be billed.

After the manufacturing date, it is still possible to place urgent orders for additional dosimeters. Urgent orders shall be placed before 11:00am (GMT +1) by telephone, only to LANDAUER Customer Service, at +33 (0)1 40 95 62 90 for quick delivery. Subject to these conditions and LANDAUER production capacity, dosimeters may be shipped within 24 hours. Otherwise delivery times vary between two and five days.

Article 6 – Return of dosimeters to the Provider

6.1. Terms of return

The Customer is required to return the dosimeters for analysis at the end of the wear period. The Customer is advised to return the dosimeters using the shipping box in which the dosimeters were received before the 10th of the month following the wear period. The return of dosimeters to the LANDAUER lab shall be under the Customer's responsibility and at the Customer's expense (see Article 9 §9.2.). The Customer shall be held responsible for ensuring that the box is properly closed, stamped at the rate in force, and for checking that it contains all the dosimeters including the control dosimeter(s).

The Provider cannot be held responsible for damage or loss to the dosimeters during their return. It is therefore suggested that it would be in the Customer's interest to opt for transport service including insurance and duly signed documentation.

6.2. Retention of title

The dosimeters remain the Provider's property.

6.3. Emergency returns

A dosimeter which has been (or is presumed to have been) exposed to a high level of irradiation may be returned before the end of the wear period. Such a measure is referred to as an "Emergency return" and shall be performed without delay and according to a specific procedure indicated on our website. It is strictly required that the emergency return be sent separately.

At the Customer's request, and subject to extra charge, a replacement dosimeter may be sent with stated lead-times (see Article 5 §5.3.)

Article 7 – Transmission of results

7.1. Terms

Upon receipt of the dosimeters, the Provider undertakes to execute the processing and analysis of the dosimeters with all due care and diligence and to send the results of the measurements to the occupational physician designated by the Customer according to the regulations in place.

The Provider shall process the dosimeters received within the month following their wear period. All dosimeters returned to the LANDAUER laboratory will be analyzed regardless of the date at which they were sent.

7.2. Mean time for analyzing detectors

The times given below are mean times calculated in working days (i.e. excluding Saturdays, Sundays and public holidays). They correspond to the time required to process and analyze the detectors upon receipt of the dosimeters by the LANDAUER laboratory. To these times must be added the transporter's delivery time (see Article 4 §4.3.).

Type of detector	Standard	Urgent
IPLUS®	5 days	2 hours
MONORING®	5 days	2 days
VISION®	5 days	2 days
NEUTRAK®	7 days	2 days
TLD CHIP	5 days	-
IMAGING®	14 to 21 days	-

7.3. Dose reports

Dosimetry results are communicated confidentially to the occupational physician and Radiation Safety Officers (if the regulation allows it) using a so-called "Standard" dose report according to the conditions given in the Account set up form. In compliance with the regulations, this report synthesises individual results of the external exposure for the last monitoring period as well as the last 12 months.

Other types of reports, called "Personalized" reports, may be offered on demand. These may include individual dose reports, dosimetry reviews, and custom alert thresholds. Personalized reports or requests for additional copies are subject to extra charge. For further information on this, please contact LANDAUER Customer Service

According to the French regulations, for French workers, the Provider is required to transmit all dose results to SISERI, the French organization in charge of centralizing dosimetry information and centralizing access to it. The Provider shall not



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be held responsible for any information presented by this organization.

In our dose report, COFRAC brand is referred to, the Customer engage to comply with the brand terms of use that can be download on www.cofrac.fr.

7.4. Alert in case of high dose

The Provider shall inform the occupational physician, the Radiation Safety Officer and the employer whenever the external dosimetry of a worker exceeds the exposure limits established by French labor law in place.

A copy of each letter is forwarded to SISERI.

7.5. Possibility of taking a new measurement

If the reading of an IPLUS and/or Neutrak detector shows a dose equivalent to $H_p(10)$ greater than 5 mSv, the dosimeters are systematically re-read. Detectors may also be re-read on customer demand within three months of receipt of the dosimeters by the Provider.

Article 8 - Ancillaries

In addition to dosimetry monitoring services, the Provider proposes ancillaries to the Customer.

The Customer has a period of seven clear days from the receipt of the parcel to return the product. It shall be shipped back to the Provider in perfect condition in its original packaging. Any product returned incomplete, damaged or spoiled will be neither taken back, nor exchanged, nor reimbursed. Returns shall remain at the Customer's expense.

Should the Customer exercise their right to return an ancillary purchased, it shall be reimbursed in the form of a credit in its next invoice.

Article 9 – Price conditions

9.1. Applicable rates and price revision

The applicable rate is the one in place on the first day of the wear period for which the dosimeter is intended. The applicable VAT rates are the one in place the day of invoice. For an ancillary, the applicable rate is the one in place on the date it is shipped. Unless otherwise stipulated, prices are given in Euros, VAT excluded.

The dosimetry monitoring services are invoiced according to the number of dosimeters produced (including control dosimeters), based on the rates stated in LANDAUER's price list.

Any dosimeter request received after the tenth day of the month of the wear period start shall be subject to a 15% price increase.

Rates may vary according to economic conditions (see Article 12 §12.2.) and VAT rates imposed by the law.

9.2. Shipping costs

In continental France, dosimeter standard shipments are free of charge via postal service. Shipments outside of continental France are sent via express parcel service and are charged extra. Please contact LANDAUER customer service for conditions and rates. Shipping costs are billed per parcel and vary depending on the weight of the parcel

If the Customer requests express delivery, he will be billed for the carriage costs. The same applies, regardless of destination, to dosimeter orders placed after the start of the manufacturing and therefore requiring a specific shipment.

Every dosimeter shipment contains one control dosimeter for each type of dosimeter (see Article 4 – section 4.2.)

Shipping costs for accessories shall be invoiced regardless of destination.

Changes in postal service or transporter rates may be immediately reflected in the transport charges billed by the Provider.

Returns of dosimeters to the Provider shall be borne by the Customer.

9.3. Management costs for subscriptions including only non-monthly dosimetry services or only rings

A subscription including only non-monthly dosimetry services, rings or Vision dosimeters will be billed 69,00 € per calendar year as management costs, unless otherwise specified.

9.4. Bank charges for payment by transfer from a foreign bank

Potential bank transfer charges are covered by the Customer. The Customer shall give the appropriate instructions to his bank. If the customer fails to do so, the Provider will invoice these fees and additional charges.

9.5. Charges for dosimeters returned late or damaged

The dosimeters shall remain the Provider's property. Dosimeters not returned within 60 days from the end of the wear period will be billed. The same applies to dosimeters that are damaged. Charges for unreturned dosimeters are in addition to those of the dosimetry monitoring service. Return of dosimeters after billing of unreturned dosimeter charges shall not give rise to a credit note.

Article 10 – Invoicing and payment

10.1 Invoicing

Invoices are established every quarter according to the price list in place. They are sent by standard postal mail. The Customer may submit a claim within ten days from issuance of the bill. Such a claim must be made by postal mail to the below-mentioned address and does not release the Customer from paying the invoice by the due date stated.

10.2. Payment

Invoices are payable in Euros net of discount, within 30 days date of the receipt of the invoice, by bank transfer. Every payment shall refer the invoice and the customer numbers. It is the Customer's responsibility to inform the Provider of any change of bank domiciliation.

10.3. In the event of nonpayment

Pursuant to the French Law No. 2012-387 of 22 March 2012, any payment made beyond the deadline will result in the automatic billing of a lump sum of € 40 for recovery costs. In the event of delayed payment, the amount billed shall be increased by a late penalty based on 300% of the legal interest rate applicable at the payment date. The penalties shall be payable on receipt of the debit notice sent by the Provider. Moreover, the Provider shall be fully entitled to suspend or cancel supply of the services ordered by the Customer, and/or to suspend execution of their obligations.

Article 11 – Contract duration and termination

11.1 Duration

The Contract shall be tacitly renewed annually unless terminated by the Customer.

11.2 Termination of contract

Any request for termination of the Contract must reach the Provider via registered letter with acknowledgment of receipt 2 months at the latest before the anniversary of the contract.

All the dosimeters must be returned to the Provider no later than one week after the end date of the Contract. Otherwise, the dosimeters will be considered as non-returned and will be charged extra (see Article 9 §9.4.).

The Customer shall remain liable for any dosimeters produced and not canceled within the time limits stated in the Account set up form.

Furthermore, the Provider reserves the right to suspend or cancel the Contract in case the conditions of subscription are breached by the Customer.

Article 12 – Modification of the Contract

12.1. By the Customer

The Customer may request change to the services provided under the Contract. To add a new dosimetry service, an offer is made to the Customer and an order shall follow as an amendment to the Contract (see Article 5 §5.1.).

The Customer shall notify the Provider as soon as possible of any changes to their legal or professional status having an impact on the Contract means any information that are indicated on the subscription and the dosimetry monitoring forms.

12.2. By the Provider

The Provider may modify its price list. Furthermore, the Provider reserves the right to change the dosimetry services supplied, improving the quality of its service and to comply with changes in the regulation.

The Customer shall be informed of any change via letter, email, fax or via the LANDAUER direct website no later than two (2) months before the change comes into force. Such notice shall be considered as an amendment to the Contract.

Should the Customer disagree, he shall be entitled to terminate the Contract, without penalty and without right to compensation, via registered letter with acknowledgement of receipt. Should the Customer not expressly terminate the Contract within 20 days after such notice and if he continues to use the services beyond expiry of the notice period stated above, it shall be interpreted that the Customer has accepted the new conditions.

Article 13 – Exclusions of liability

The Provider shall not be held liable for delays or failures due either to a *force majeure* case (eg strike, fire, flood, civil unrest, embargo), to an event beyond their control (eg destruction of a detector by a reader, loss of a dosimeter during transport) or due to the Customer.

It is expressly agreed that if the Provider's liability is established in execution of the Contract, the Customer may not claim any other compensation and damages than the reimbursement of the services where the failure occurred.

In no case shall the Provider be held liable for indirect or consequential damages, such as commercial prejudice, operating prejudice or lost income.

Article 14 – Claim

In the frame of our ongoing improvement policy, the customer may submit a claim. Your request will be dealt according to our claim management procedure which can be requested from our customer service.

Article 15 – Confidentiality

The Provider is responsible of any information or obtained in the frame of the dosimetry service. Any information is considered as confidential and will only be disclosed with prior customer authorization unless prohibited by law.

However, in the frame of its accreditation process, the Provider may need to disclose some information to the following bodies: COFRAC, internal auditor. The later will comply to the same confidentiality rules by means of a contractual clause.

Article 16 - Data protection and privacy of information

The information gathered are necessary for individual monitoring of exposure to ionizing radiation. Information is processed, namely by our servers, and the Provider makes sure that they are dealt with the optimal security and confidential procedures according to the enclosed "GDPR appendix".

Article 17 – Language

Any translation from the French version of the General Conditions of Subscription is given by the Provider solely for information purposes. Only the French language version shall govern legal relations between the Parties.

In case of contradiction between stipulations of the French version and the translation, the stipulations in the French version shall prevail.

Article 18 – Choice of law and jurisdiction

The Contract is governed by French law. In the event of a dispute, the Provider and the Customer shall make every effort to settle it amicably. If no agreement can be reached, any dispute must be brought before the competent courts corresponding to the Provider's registered headquarters.

