

NUCLEAR CARGO + SERVICE GmbH (NCS) General Terms and Conditions
(this is a translation; in case of discrepancies, the original German text shall prevail)

§ 1 Validity and transfer

- (1) The undermentioned conditions form an integral part of contracts concluded with us.
- (2) Our General Terms and Conditions as amended from time to time also apply to all subsequent contracts without need for this to be specifically mentioned or agreed during their conclusion, and also apply in cases where we deliver the goods or perform the service in knowledge of the existence of deviating or contradictory terms.
- (3) These Terms and Conditions apply exclusively. Any conflicting confirmations, counter-offers or other references on the part of the customer, alluding to his Terms and Conditions, are hereby declared null and void; deviating Terms and Conditions of the customer will only apply when we provide a written confirmation thereof.
- (4) The customer may not transfer claims made against legal contracts concluded with ourselves without our express consent.

§ 2 Quotes and mandates

- (1) Our quotes are – in particular with regard to quantities, prices and delivery times – subject to change without notice.
- (2) Orders and mandates are not considered accepted until we have confirmed them in writing. We reserve the right to accept orders and mandates within two weeks. If we do not specially confirm in writing a contract which has been concluded verbally or by telephone, then the invoice which we issue will act as confirmation.

§ 3 Prices

- (1) Our prices are net prices, and are subject to VAT at the rate in force at time of delivery, provided that nothing has been specifically agreed to the contrary. Insofar as the contract concerns the delivery of goods, our prices are valid ex-our works or warehouse (EXW Incoterms 2000), plus packaging costs. The prices do not include insurance premiums, Customs duties or other dues of any kind, provided that nothing has been specifically agreed to the contrary and confirmed.
- (2) If, due to changes in legal norms, additional or increased costs are incurred – in particular in Customs duties, pricing levies, and currency adjustments – between conclusion of the contract and delivery of the goods, we reserve the right to increase the agreed purchase price by the amount of the increased cost. This will also apply to examination charges.

§ 4 Dispatch and delivery

- (1) Delivery of the goods is subject to the punctual and orderly fulfillment of his obligations by the customer. Defense of non-performance of the contract remains reserved.
- (2) The goods are transported uninsured at all times and in every case at the customer's own risk. This also applies to carriage paid delivery and irrespective of which transport equipment is used. Transport insurance will only be arranged at the customer's express wish. The resulting costs are the sole responsibility of the customer.
- (3) In the absence of any written agreement to the contrary, the choice of sending location, route taken and transport equipment will be made by us according to our best judgement, without any assumption of liability for cheapest and fastest movement.
- (4) If the customer provides the transport equipment, he assumes responsibility for the punctual provision thereof. Any delays are to be advised to us in good time. Any costs arising will be carried by the customer.
- (5) We reserve the right to make appropriate partial deliveries.
- (6) Our obligation to deliver is subject at all times to punctual and orderly pre-delivery to us.
- (7) The stated delivery and unloading times are always non-binding, provided that nothing is specifically agreed to the contrary in writing. A fixed deadline only exists if this has been specifically agreed in writing.
- (8) Obstacles to delivery which are caused by force majeure or by unforeseen events for which we are not responsible, such as for instance operating problems, strikes, lock-outs, official directives, subsequent discontinuation of export or import possibilities, and also our reservation concerning pre-delivery in accordance with paragraph 6 (above), release us from the obligation to adhere to agreed delivery or unloading times for the duration and during the effects thereof. They also give us the right of withdrawal from the contract; without giving the customer the right to assert claims for damages or other claims on this basis.
- (9) Should an agreed delivery or unloading time be exceeded where an obstacle to delivery as defined in paragraph 8 (above) does not exist, the customer must allow us in writing a reasonable further deadline of at least two weeks. Should this further deadline not be adhered to by us and we are culpable, the customer is entitled to withdraw from the contract, not however to assert claims for damages for non-fulfillment or delay unless intent or gross negligence should apply on our part.

§ 5 Examination and complaints obligations

- (1) The customer is obliged to examine the goods without delay upon delivery to the agreed destination point, or, in case of self-collection, when they are collected. The results of the examination are to be recorded in a written report by the customer and the document signed by him. Experts nominated by ourselves may participate in these examinations.
- (2) When making complaints about any defects, the following format and deadlines are to be observed by the customer:
 - a) The complaint must be made by the end of the working day following the delivery of the goods at the agreed destination, or at their collection. For a complaint concerning a concealed defect which has in the first place remained concealed despite a correct initial examination in accordance with paragraph 1 (above), a deviating deadline rule applies, under which the complaint must be made by the end of the working day following discovery of the defect, but at the latest within two weeks of delivery or collection of the goods.
 - b) The complaint must be detailed and made in writing, by e-mail or by fax, and must reach us within the deadlines mentioned above. A telephone complaint regarding a defect is not adequate. Complaints regarding defects made to trade representatives, brokers or agents are irrelevant.
 - c) The customer is obliged to present the defective goods at the place where the defect was discovered for inspection by us or by a person or organization authorized by us.
- (3) Insubstantial defects which do not affect the usual use of the goods do not provide justification for a refusal to accept them. Such defects are however to be noted in the acceptance report. Unauthorized changes made to the goods preclude any entitlement to rectification of the defect.
- (1) Goods not subject to complaints made within the deadline and presented in the correct format will be considered approved, and accepted.

§ 6 Warranty, statute of limitations and limitation of liability

- (1) Within the scope of his share of liability, the customer frees us from all obligations which are attributable to the duty of care or responsibility incumbent on the customer.
- (2) Liability for all services concerning radioactive materials is governed exclusively by § 25 and § 26 of the Atomic Energy Act.
- (3) Justified claims against warranty can be asserted within a period of 12 months after transfer of the risk.
- (4) At the delivery of the goods, where factually justified complaints made within the deadline and presented in the correct format exist, the customer has the right to request price reductions, albeit subject to our right to take back the defective goods in lieu thereof.
- (5) The customer has no entitlement to further rights or claims at delivery of the goods. In particular, we are not liable to the customer for damages by reason of non-fulfillment or default, unless the goods delivered by us are lacking an attribute which was expressly guaranteed by us or unless intent or gross negligence should exist on our part.
- (6) If the contract concerns advisory or other services, other than in cases of intent or gross negligence, liability on our part is also excluded. This also applies in the case of breaches of duty caused by mild negligence on the part of representatives or servants of the law, unless it is a case of culpable breach of major contractual obligations. Insofar as no intentional breach of contract exists, liability for damages is limited to foreseeable, typically occurring damage.

§ 7 Payment

- (1) Our claims in respect of purchase price or refunds are fundamentally net prices. Our invoices are payable immediately, payment to be made at the latest within 30 days of the date of our invoice, insofar as no other arrangements for payment have been agreed in writing.
- (2) We will only accept bills of exchange or cheques on the basis of special agreements, and these are always accepted only on account of payment. Discount and exchange charges are the responsibility of the customer, and are payable immediately.
- (3) Should the invoiced amount not be paid by the due date, we reserve the right to charge interest at the proven value, but at least at a rate of 8 % p.a. above the respective base lending rate of the German Civil Code (Bürgerliches Gesetzbuch) (§ 247 BGB), with no requirement to issue a reminder.
- (4) If the customer is no longer trading, particularly if his possessions are impounded, a cheque or bill of exchange protest takes place or payment slows down or even ceases or judicial or extrajudicial settlement proceedings have been ordered in accordance with the Bankruptcy Act, we reserve the right to make all our debts from the business relationship immediately payable, even if we have already accepted bills of exchange or cheques. This also applies if the customer falls into arrears with his payments to us or other circumstances become known which throw doubt on his credit worthiness. We additionally reserve the right, in such cases to insist on payments in advance or the provision of a security or to withdraw from the contract.
- (5) The customer is only entitled to offset, retention or mitigation if the counter-claims made by him in this connection have been legally determined or specifically acknowledged by us.

§ 8 Retention of title

- (1) The goods delivered by us remain our property until the customer has settled all claims from the business relationship – including any balance demands on the account current or on refinancing or reverse bills of exchange.
- (2) The customer is entitled to re-sell the goods delivered by us in the orderly course of business; in this case, our retention of title continues to apply. The customer is also entitled to process the goods delivered by us in the orderly course of business. In such a case we acquire reasonable co-ownership.
- (3) The customer assigns all claims from the resale of the retained goods to us already at this stage in the proceedings. The claims concerned with the resale also include the claim against the bank which has opened or confirmed a letter of credit in the customer's (reseller's) favor. We hereby accept this assignment.
- (4) In cases of third party access to our retained goods or to the outstanding accounts assigned to us, the customer is contractually bound to make reference to our ownership and to advise us without delay. The costs of any intervention will be carried by the customer.
- (5) Behavior contrary to contract, in particular delays in payment, places an obligation on the customer to release any retained goods in his possession at our first request, and to transfer any existing release claims against third parties concerning the retained goods to us. The reclamation or seizure of retained goods by us does not constitute a withdrawal from the contract.
- (6) In cases falling under § 8 clause (4), we can require from the customer that he advise us of any claims transferred to us as a result of resale and the parties liable in accordance with § 9 clause (6). We thereafter reserve the right to the option to disclose the transfer.

§ 9 Confidentiality

Insofar as the customer comes into possession of confidential information regarding our business activities within the scope of his contractual relationship with us, he is obliged to treat this information confidentially.

§ 10 Applicable law and place of jurisdiction

- (1) Place of fulfillment and exclusive place of jurisdiction for all disputes arising from the contractual relationship is Hanau, or at the option of NCS the place where the registered office of the customer is located.
- (2) These General Terms and Conditions are governed by German law. For radioactive materials, the Atomic Energy Act applies.
- (3) Where our services fall under the area of application of the German General Forwarding Conditions (Allgemeine Deutsche Speditionbedingungen) (ADSp), the version of the German General Forwarding Conditions which is in force at the time at which the service is provided will apply.
- (4) Where our services fall under the area of application of the Business Unit for Bulky and Heavy Cargo, our separate HCS Terms and Conditions for "Heavy Cargo + Service" will take priority.
- (5) Where our services fall under the area of application of the Business Unit for the rental of low-loader rail cars, our separate HCS Terms and Conditions for "Heavy Cargo + Service Rental and Leasing" will take priority.

§ 11 Final provisions

The invalidity of individual provisions of these General Terms and Conditions has no effect on the validity of the remaining regulations. Invalid provisions are considered as being replaced by such valid regulations as are suitable to as far as possible realize the economic purpose of the ineligible regulation.