

## SNC PRODUCT WARRANTY AND SERVICES STATEMENT

This warranty and services statement ("Statement") covers Sun Nuclear Products purchased by Customer and which are supported and maintained pursuant to the applicable Sun Nuclear purchase agreement or quotation to which this Statement is attached, or in which this Statement is referred to, except as noted in "Limitations, Exceptions, and Exclusions" below. Except as otherwise specified below, the definitions, terms, limitations, and exclusions provided in this Statement also apply to any support and maintenance Services purchased by Customer. For example, the definition of and limitations to "Warranted Products" as defined below also applies to Products covered under any support and maintenance agreement purchased by Customer. Any capitalized terms used but not defined herein shall have the same meanings ascribed to them under the applicable Sun Nuclear purchase agreement (e.g., the quotation for the Products and the terms and conditions attached thereto).

### WARRANTY DEFINITIONS:

"Warranted Product(s)" is a collective term which includes manufactured equipment and/or software purchased by and/or licensed by Sun Nuclear to Customer other than Third-Party Software and Equipment.

"Third-Party Software and Equipment" means any software or equipment (i) delivered to Customer in the third-party manufacturer's/supplier's packaging and with its labeling or (ii) for which Sun Nuclear expressly indicates (either in the Sun Nuclear Quotation or in the product documentation) that the software or equipment is provided as a pass through sale or with the third-party manufacturer's/supplier's warranty in lieu of a Sun Nuclear warranty. To the extent available, Third-Party Software and Equipment are covered by the third-party manufacturer's/supplier's warranty.

### PRODUCT WARRANTY:

Except as indicated otherwise below or in the applicable quote, Sun Nuclear warrants Warranted Products for one (1) year (the "Warranty Term") from the Warranty Commencement Date (as defined below) that they (i) will be free from defects in title, material and workmanship under normal use and service and (ii) will perform substantially in conformance with Sun Nuclear's written technical specifications existing on the date the product is shipped or downloaded (the "Product Specifications"). For Products covered by a support and maintenance agreement, such support coverage begins on the earlier of (i) the date of expiration of the applicable Warranty Term, or (ii) the date specified in the applicable quote.

Calibrated equipment which is a Warranted Product is warranted to be within its specified accuracy at the time of shipment. If a question arises and Sun Nuclear determines that the initial calibration is in error, Sun Nuclear will recalibrate the equipment at no charge subject to the "Notice and Availability" and "Shipping" provisions below. Sun Nuclear is not responsible for calibrations performed by independent laboratories, nor for any calibration fees incurred prior to or subsequent to Sun Nuclear warranty service.

This product warranty covers parts and labor and is available only to customers who purchase the product directly from Sun Nuclear or its authorized distributors.

Sun Nuclear warrants (i) Products which are a Warranted Product will perform substantially in conformance with Sun Nuclear's written technical specifications for such Product, for the Warranty term, such Warranty Term beginning the earlier of the date of shipment of the Products or the date that the software was made available for download by Sun Nuclear (the "Warranty Commencement Date"), and (ii) that all remote installation and configuration work performed by Sun Nuclear will be performed in a professional and workmanlike manner.

**Third-Party Equipment, Software and License Warranty:** Sun Nuclear warrants that it has the right to license or sublicense third-party software to Customer for the stated purposes and such software is subject to the terms and conditions set forth in the applicable software license terms. For the avoidance of doubt, third party products not manufactured by Sun Nuclear, including hardware or software servers provided with or used with the Products (which include any operating system hardware or software included thereon, such as Dell Server hardware, Microsoft Windows operating system, Remote Desktop Services, or SQL server software) (collectively, "Underlying Components") are not covered by the SNC warranty such that any repairs or updates to the Underlying Components are the sole responsibility of Customer. EXCEPT FOR THE WARRANTY OF TITLE AND RIGHT TO LICENSE WARRANTY, THIS WARRANTY STATEMENT DOES NOT COVER THIRD-PARTY SOFTWARE AND EQUIPMENT DELIVERED WITH THE WARRANTED PRODUCTS WHICH ARE COVERED BY THE THIRD-PARTY

MANUFACTURER'S/SUPPLIER'S WARRANTY TO THE EXTENT AVAILABLE AND OTHERWISE ARE PROVIDED "AS IS".

**Repairs and Replacements:** Any repair, part replacement, or work performed during the Warranty Term or during the term of any support and maintenance agreement will be valid for the remainder of the initial warranty period or for 90 days, whichever is longer.

**Notice and Availability:** Customer must notify Sun Nuclear in writing of Customer's claim or request for service during the warranty period of the term of any support and maintenance agreement and must make the Warranted Product available for service. If the service will occur at a Sun Nuclear Authorized Service Center, Customer must arrange for shipment to the Authorized Service Center according to the Shipping requirements.

**Exclusive Remedy:** Sun Nuclear will, at its option, with respect to equipment, either repair, adjust, or replace the non-conforming Warranted Product or components of the Warranted Product. Sun Nuclear will use its commercially reasonable efforts to correct such nonconformity following Warranted Product's (i) receipt at Sun Nuclear's authorized repair facility or (ii) availability to Sun Nuclear's authorized service representative. With respect to licensed software, Sun Nuclear will use its commercially reasonable efforts to either correct the nonconformity or replace the licensed software. Where the support package purchased by Customer includes discounted parts and labor repair services, as specified in the description of Services in the applicable quote, such repair services shall be subject to additional charges to the Customer.

THE FOREGOING REMEDIES ARE CUSTOMER'S EXCLUSIVE REMEDIES AND SUN NUCLEAR'S SOLE LIABILITY FOR WARRANTY CLAIMS. THIS EXCLUSIVE REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE (AS THAT TERM IS USED IN THE UNIFORM COMMERCIAL CODE) AS LONG AS SUN NUCLEAR REMAINS WILLING TO REPAIR OR REPLACE DEFECTIVE WARRANTED PRODUCTS WITHIN A COMMERCIALY REASONABLE TIME AFTER BEING NOTIFIED OF CUSTOMER'S WARRANTY CLAIM.

**Shipping:** To obtain repair service hereunder, Warranted Products must be shipped at Customer's expense, properly packaged to prevent damage during shipment, to the Sun Nuclear authorized Service Center. Return shipping to Customer (via standard, ground shipping) shall be at Sun Nuclear's expense.

**Performance:** Warranty service will be performed without charge during Sun Nuclear's standard business hours applicable to each Product, and at Customer's request, outside those hours at Sun Nuclear's then-prevailing service rates and subject to the availability of personnel. For certain Warranted Products, Sun Nuclear may perform warranty service at an authorized service center, at the Customer's facility, or, in some instances, using a secure remote connection to a Sun Nuclear online center. Services performed pursuant to the purchase agreement will be performed during Sun Nuclear's standard business hours applicable to each Product, though additional charges may apply depending on the support package purchased by Customer. CUSTOMER'S EXCLUSIVE REMEDY FOR NON-CONFORMING WARRANTY SERVICES SHALL BE THE RE-PERFORMANCE OF THE APPLICABLE SERVICES.

**Temporary Replacement Products:** Depending on the support package purchased by Customer as specified in the applicable quote, temporary replacement Products may be available for Customer use during any offsite repairs or servicing for certain Sun Nuclear Products, depending on availability at the time of Customer's repair. Temporary replacement Products are not available for all Sun Nuclear Products, including those Products that are field repairable. If Customer requests SNC to provide temporary replacement Products for use during offsite repairs, such temporary replacement Products will be subject to an additional written agreement between the parties to be provided at that time.

#### **LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS**

Sun Nuclear shall have no obligation to Customer if the warranty or service claim results from or arises out of: (i) use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Sun Nuclear or recommended in writing by Sun Nuclear; (ii) use of the Warranted Product in a manner or environment, or for any purpose, for which the product was not designed or licensed by Sun Nuclear or in violation of Sun Nuclear's recommendations or instructions for use; or (iii) any service, alteration, modification or enhancement of the Warranted Product by Customer or any third-party not authorized or approved in writing by Sun Nuclear. This warranty does not

cover the Warranted Product to the extent it is used in any country other than the country to which Sun Nuclear ships the Warranted Product, unless Sun Nuclear expressly agrees otherwise in writing.

**SUN NUCLEAR DOES NOT WARRANT THAT LICENSED SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION.**

This warranty does not cover (i) any defect or deficiency, including failure to conform to Product Specifications and/or Software Documentation, as applicable, that results in whole or in part from any improper storage or handling, failure to maintain the Warranted Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection, or any cause external to the Warranted Product or beyond Sun Nuclear's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Product; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; and (v) stockpiling of replacement parts.

The warranty does not apply if the Product, as determined solely by Sun Nuclear, is defective due to abuse or misuse. Examples of misuse and abuse include, but are not limited to (i) use of the Product by a non-qualified operator, (ii) use of the Product in a manner inconsistent with the "Intended Use" statement, (iii) use of the Product with non-approved or third-party accessories, (iv) lack of regular maintenance or improper maintenance, (v) ignoring the warnings and cautions in the user documentation, (vi) subjecting the Product to improper operating or storage conditions, (vii) subjecting the Product to improper cleaning methods, (viii) allowing the product to become contaminated by radioactive materials or improper placement of the Product in a radiation field, (ix) failing to install a mandatory upgrade, and (x) accidental damage from handling.

Because the original manufacturer's warranty applies, the following items are specifically excluded from this warranty: photomultiplier, Geiger-Mueller, proportional tubes; batteries; ancillary devices, including, but not limited to, printers, computers, display devices, etc.; and, other components as may be specified in the user documentation.

Additional product-specific limitations or voidance of Warranty relating to Warranted Products are located in the instructions for use or user documentation.

**THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF OR IN A RELEVANT EULA, AND ALL SUCH IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED. THIS EXPRESS WARRANTY EXCLUDES COVERAGE OF AND DOES NOT PROVIDE RELIEF FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF SALES, OR INCONVENIENCE. THE EXCLUSIVE REMEDY OF THE PURCHASER IS LIMITED TO REPAIR, RECALIBRATION, OR REPLACEMENT OF THE WARRANTED PRODUCT AT THE OPTION OF SUN NUCLEAR.**