

AMETEK Nuclear Defense and Indemnification Terms (NDIT) - Non-USA

This Nuclear Defense and Indemnification Terms (“Terms”) are effective between Metrix Instrument Co., a company incorporated and validly existing under the laws of the State of Texas and having its registered office at 8824 Fallbrook Dr., Houston TX 77064 (“AMETEK Company”), a subsidiary of AMETEK (as defined below) and any Purchaser of Metrix products outside the United States of America (“Purchaser”). These Terms apply to all orders by Purchaser for the supply by AMETEK of all goods and services, whether directly or indirectly, for use in the Nuclear Power Plant(s) (“Covered Goods and Services”). These Terms shall be incorporated by reference into any agreement between Purchaser and Metrix Instrument Co.

1. Purchaser recognizes that the execution of these terms is a fundamental condition for entering into a contract with Metrix Instrument Co. for the supply of Covered Goods and Services. These terms are executed and delivered in favor of each of AMETEK’s Business Units and AMETEK’s Suppliers.

2. The following definitions shall apply to this Agreement:

- a. “AMETEK” means all corporations, companies, or other business entities or unincorporated divisions that are directly or indirectly, now or in the future, owned or controlled by AMETEK, Inc. In the case of a corporate entity, “control” means ownership, either directly or indirectly, of at least twenty percent (20%) of the shares of stock entitled to vote for election of directors.
- b. “AMETEK’s Suppliers” means AMETEK’s representatives, distributors, subcontractors, suppliers, and others within the distribution channel.
- c. “Applicable Laws” means [insert], and any other laws or regulations of [country] addressing liability for Nuclear Damage.
- d. “Nuclear Power Plant” means any nuclear power plant in [country] operated by Purchaser or the owner.
- e. “Nuclear Damage” means (i) loss of life or personal injury; (ii) loss of or damage to property; and each of the following to the extent determined by the law of the competent court (iii) economic loss arising from loss or damage referred to in sub-paragraph (i) or (ii), insofar as not included in those sub-paragraphs, if incurred by a person entitled to claim in respect of such loss or damage; (iv) the costs of measures of reinstatement of impaired environment, unless such impairment is insignificant, if such measures are actually taken or to be taken, and insofar as not included in sub-paragraph (ii); (v) loss of income deriving from an economic interest in any use or enjoyment of the environment, incurred as a result of a significant impairment of that environment, and insofar as not included in subparagraph (ii); (vi) the costs of preventive measures, and further loss or damage caused by such measures; (vii) any other economic loss, other than any caused by the impairment of the environment, if permitted by the general law on civil liability of the competent court, in the case of subparagraphs (i) to (v) and (vii) above, to the extent that the loss or damage arises out of or results from ionizing radiation emitted by any source of radiation inside a nuclear installation, or emitted from nuclear fuel or radioactive products or waste in, or of nuclear material coming from, originating in, or sent to, a nuclear installation, whether so arising from the radioactive properties of such matter, or

from a combination of radioactive properties with toxic, explosive or other hazardous properties of such matter.

- f. “Nuclear Incident” means any occurrence or series of occurrences having the same origin which causes Nuclear Damage or creates a grave and imminent threat of causing such damage only with respect to preventive measures.
- g. “Operator” of the Nuclear Power Plant(s) means the entity designated or recognized by the nuclear regulatory authority of [country] as the operator of the Nuclear Power Plant.
- h. “Purchaser” is [insert purchaser’s name].
- i. “Vienna Convention” means the 1997 Vienna Convention on Civil Liability for Nuclear Damage.
- j. “Unprotected Nuclear Property Damage” means all damage to property which is the result of a Nuclear Incident and for which the Operator is not solely liable under the provisions of the Vienna Convention, including but not limited to damage to and/or loss of use of the Nuclear Power Plant itself and any property on the site of the Nuclear Power Plant or transported to or from the Nuclear Power Plant.

3. **Ensuring Adequate Protections.** Purchaser warrants it will take (or if not the Operator, shall cause the Operator to take) all actions that are necessary to ensure that the liability protections of all Applicable Laws apply to parts or services supplied by AMETEK to Purchaser, including insuring that Operator shall at all times be the responsible Operator of the Nuclear Power Plant, so that Operator shall be solely and absolutely liable in accordance with the Vienna Convention and Applicable Laws for any and all liability arising out of or resulting from Nuclear Damage.

4. **Insurance.**

- a. Purchaser will, at its own cost, obtain and maintain, or if not the Operator of the Nuclear Power Plant(s), shall cause such Operator to, at its own cost, obtain and maintain for as long as products and/or services provided by AMETEK continue in use directly or indirectly with a Nuclear Power Plant(s), nuclear liability insurance in the maximum amount and scope of coverage provided by Applicable Laws.
- b. The insurance shall be in effect on or before commencement of operation of the Nuclear Power Plant(s) or the first arrival of nuclear fuel at the site of the Nuclear Power Plant(s), whichever first occurs, and shall remain in effect during the period of operation of the Nuclear Power Plant.
- c. In the event that the nuclear liability protection system contemplated by the Applicable Laws is repealed or changed, the Operator shall obtain and maintain in effect, to the extent available, nuclear liability protection which will not impair the protection provided by such nuclear liability protection system to AMETEK and AMETEK’s Suppliers to the same extent that AMETEK and AMETEK’s Suppliers would have been protected had such repeal or change not occurred.
- d. AMETEK by name or description shall be an additional insured or beneficiary of a waiver of subrogation with respect to AMETEK and Purchaser shall provide evidence of said financial protection to AMETEK upon AMETEK’s request.

5. **Waiver.** None of AMETEK or AMETEK’s Suppliers shall under any circumstances or at any time be liable for any Nuclear Damage, Unprotected Nuclear Property Damage or workers’ claims

resulting directly or indirectly from a Nuclear Incident in the Nuclear Power Plant(s). Consequently, the Purchaser hereby irrevocably waives and shall cause its insurers to waive, or if not the Operator, shall cause the Operator to waive (and shall ensure the Operator causes its insurers to waive) any right to pursue a claim (including, without limitation, right of recourse and right of subrogation) against AMETEK and AMETEK's Suppliers for any Nuclear Damage, Unprotected Nuclear Property Damage or workers' claims whether based on contract, tort, strict liability or otherwise.

6. **Indemnity.** Purchaser hereby undertakes to defend, indemnify and hold harmless or if not the Operator of the Nuclear Power Plant(s), shall cause such Operator to, defend, indemnify and hold harmless AMETEK and AMETEK's Suppliers against any claims causes of action, losses, damages and expenses, including attorney's fees and expenses incurred by Purchaser, for Nuclear Damage or Unprotected Property Damage which may be asserted by or owed to any third parties, including insurers and employees of the Purchaser, whether caused by AMETEK or any of AMETEK's Suppliers and whether such claims are based in contract, tort, strict liability or otherwise.

7. **Transfer.**

- a. Purchaser or the Operator of the Nuclear Power Plant(s), as relevant, shall not transfer or permit the transfer of any equipment or material supplied by AMETEK pursuant hereto to any other person for use in connection with a Nuclear Power Plant unless and until Purchaser has obtained the written agreement of the transferee to accept and comply with these conditions.
- b. Failure of Purchaser or the Operator to comply with this condition shall make Purchaser or the Operator, whichever failed to comply, the indemnitor of AMETEK or AMETEK's Suppliers to the same extent that AMETEK and AMETEK's Suppliers would have been protected had such failure not occurred.

8. **Continuing Obligations.** The obligations of Purchaser and/or Operator hereunder shall not be affected by any failure on the part of AMETEK or AMETEK's Suppliers to fulfill their obligations under the applicable contract, and shall be unaffected by the bankruptcy, insolvency, or termination of the existence of AMETEK or AMETEK's Suppliers, or by the completion, termination, or expiration of such contract for the sale or licensing of goods or services. Such obligations shall continue for the duration of use at the Nuclear Power Plant(s) of products or services provided by AMETEK or AMETEK's Suppliers. In addition, such obligations shall not be affected by merger, integration, or other provisions in any other documents between Purchaser and AMETEK that purport to supersede the provisions of these terms.

9. **Applicability of These Terms.** The provisions of this Agreement shall:

- a. apply to any Nuclear Damage where the provision of any of AMETEK's portfolio of goods and/or services or any information furnished, whether supplied by AMETEK or its affiliate(s) directly or indirectly through a third-party, for use in the Nuclear Power Plant(s) may have played any part or may be alleged to have played any part;

- b. be in effect for as long as the Nuclear Power Plant(s) is/are in operation and thereafter until all radioactive material has been removed from the site; and
- c. shall be unaffected by any (i) completion, termination or cancellation or change of any part of the underlying contract, or (ii) change in ownership of the Nuclear Power Plant(s) and shall apply notwithstanding any other provisions of the Purchaser's contract with its supplier.

10. Copies of Indemnity Agreement/Clauses. Where Purchaser is not the Operator, the Purchaser shall provide to AMETEK a copy of the nuclear liability indemnification agreement or excerpts of agreement(s) containing nuclear liability protections with Operator that meet the requirements set out in clauses 1-9 of these terms

11. Entire NDIT. These terms embody the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to the subject matter hereof between the parties.