

Попниколова, Петранка А.

From: Богоева, Юлия К.
Sent: 13 януари 2026 г. 8:09
To: Попниколова, Петранка А.
Cc: Александров, Пламен Г.; Лазарова, Милена Т.
Subject: FW: Пазарна консултация №57413
Attachments: OTK-008_20260112-57413_Индикативно предложение.pdf; 2025_04_17_AL_Theta Consult_final_signed.pdf

BX-E-161/13.01.2026

From: Lyudmila Ivanova <l.ivanova@thetaconsult.com>
Sent: Monday, January 12, 2026 4:33 PM
To: commercial <commercial@npp.bg>; Попниколова, Петранка А. <rapopnikolova@npp.bg>
Cc: 'Ivaylo Pastuhov' <i.pastuhov@thetaconsult.com>; 'Radi Angelova' <r.angelova@thetaconsult.com>; Yavor Andreev <y.andreev@thetaconsult.com>; 'Theta Consult Ltd.' <office@thetaconsult.com>
Subject: Пазарна консултация №57413

ВНИМАНИЕ: ВЪНШЕН ПОДАТЕЛ. Не отваряйте прикачени файлове и линкове в съобщението, ако не разпознавате подателя и не знаете, че съдържанието е безопасно.

Уважаема г-жа Попниколова,

Във връзка с покана за Пазарна консултация №53615 с предмет „Доставка на еталонни източници на йонизиращи лъчения за калибриране на средства за измерване“,
на Вашето внимание предоставяме нашето Индикативно предложение за ИЙЛ, описани в
Технически спецификации №25.БиК.Т3.621/00.

Оставаме на разположение за допълнителни въпроси!

Хубав ден,
Людмила

Поздрави,

Людмила Иванова
Физик, Атомна физика
Тита-Консулт ООД

ул. „Лъвски рид“ № 20
1680 София, България
тел.: +359 2 9640950
Мобилен: + 359 877067878
+359 896761764
l.ivanova@thetaconsult.com
www.thetaconsult.com



ПЪЛЕН ИНЖЕНЕРИНГ В ОБЛАСТТА НА РАДИАЦИОННИЯ
КОНТРОЛ И РАДИАЦИОННАТА ЗАЩИТА

Индикативно предложение по проведена пазарна консултация № 57413 с предмет
"Доставка на еталонни източници на йонизиращи лъчения за калибриране на средства за измерване"
от

Тита-Консулт ООД, 831508563, ул. "Лъвски рид" № 20, 1680 гр. София,
029640950, office@thetaconsult.com, Людмила Иванова, Физик, Ат. Физика
/наименование на участника, ЕИК, адрес, телефон, ел. поща, лице за контакт, длъжност/

№ по ред	ID	Описание и технически характеристики на предлаганото изделие	К-во	М. ед.	Ед.цена без ДДС	Обща ст-ст без ДДС
1		Източник широкоплочен еталонен радиокативен, нуклид ²⁴¹ Am - Обща активност: \approx 700 Bq с толеранс $+20/-10\%$ - Неопределеност: $\leq 5\%$, (при $k=1$) - DAkkS сертификат - Калибриран по активност и скорост на излъчване - Площ на активната повърхност $4,9 \text{ cm}^2$ (30 μm диаметър x 1 μm дебелина) - Произведен по метода на инкорпориране на активността в микропори на тънко алуминиево фолио	брой	1	5138.00 € 10050.00 лв.	5138.00 € 10050.00 лв.

2	<p>Източник широкоплощен еталонен радиокативен, нуклид ^{60}Co</p> <ul style="list-style-type: none"> - Обща активност: $\approx 1000 \text{ Bq}$ с толеранс $+20/-10\%$ - Неопределеност: $\leq 5\%$, (при $k=1$) - DAkkS сертификат - Калибриран по активност и скорост на излъчване - Площ на активната повърхност $4,9 \text{ cm}^2$ (30 mm диаметър $\times 1 \text{ mm}$ дебелина) - Произведен по метода на инкорпориране на активността в микропори на тънко алуминиево фолио 	брой	1	5138.00 € 10050.00 лв.
3	<p>Източник широкоплощен еталонен радиокативен, нуклид ^{90}Sr</p> <ul style="list-style-type: none"> - Обща активност: $\approx 700 \text{ Bq}$ с толеранс $+20/-10\%$ - Неопределеност: $\leq 5\%$, (при $k=1$) - DAkkS сертификат - Калибриран по активност и скорост на излъчване - Площ на активната повърхност $4,9 \text{ cm}^2$ (30 mm диаметър $\times 1 \text{ mm}$ дебелина) - Произведен по метода на инкорпориране на активността в микропори на тънко алуминиево фолио 	брой	1	5138.00 € 10050.00 лв.
4	<p>Източник широкоплощен еталонен радиокативен, нуклид ^{36}Cl</p> <ul style="list-style-type: none"> - Обща активност: $\approx 700 \text{ Bq}$ с толеранс $+20/-10\%$ - Неопределеност: $\leq 5\%$, (при $k=1$) - DAkkS сертификат - Калибриран по активност и скорост на излъчване - Площ на активната повърхност $4,9 \text{ cm}^2$ (30 mm диаметър $\times 1 \text{ mm}$ дебелина) - Произведен по метода на инкорпориране на активността в микропори на тънко алуминиево фолио 	брой	1	5138.00 € 10050.00 лв.

5	<p>Източник широкоплощен еталонен радиокативен, нуклид ^{137}Cs</p> <ul style="list-style-type: none"> - Обща активност: $\approx 700 \text{ Bq}$ с толеранс $+20/-10\%$ - Неопределеност: $\leq 5\%$, (при $k=1$) - DAkkS сертификат - Калибриран по активност и скорост на изльчване - Площ на активната повърхност $4,9 \text{ cm}^2$ (30 mm диаметър $\times 1 \text{ mm}$ дебелина) - Произведен по метода на инкорпориране на активността в микропори на тънко алуминиево фолио 	<p>брой 1</p> <p>5138.00 €</p> <p>10050.00 лв.</p>	<p>5138.00 €</p> <p>10050.00 лв.</p>	<p>5138.00 €</p> <p>10050.00 лв.</p>
<p>* Класификацията в съответствие със стандарта ISO 8769 не е приложима за широкоплощни еталонни източници с активна повърхност по-малка от 100 cm^2.</p>				

Срок на доставка - 120 календарни дни

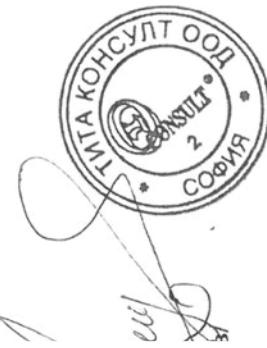
Условие на доставка - DDP, "АЕЦ Козлодуй" ЕАД

Гаранционен срок/срок на годност/жизнен цикъл - Без срок на валидност на сертификата

Производител - Eckert & Ziegler Nuclitec GmbH

Съпроводителна документация при доставка - Сертификат за калибриране, издаден от

Ръководител





Theta-Consult Ltd.
20 Lavski rid str.
1680 Sofia
Bulgaria

Braunschweig, April 17, 2025

Letter of Authorization
(To Whom it May Concern)

Eckert & Ziegler Isotope Products GmbH ("EZIPE") with registered office at Robert-Rössle-Str. 10, 13125 Berlin, Germany, and postal address Niederlassung Braunschweig, Harxbütteler Str. 3, 38110 Braunschweig, Germany) hereby certify that

Theta-Consult Ltd.
(registered office at 20 Lavski rid str., 1680 Sofia, Bulgaria)

is authorized as our **non-exclusive re-seller** in the territory of **Bulgaria** for products pertaining to the **Industrial Sources** product line manufactured at **Eckert & Ziegler Nuclitec GmbH** ("EZN") and/or **Eckert & Ziegler Cesio s.r.o, Czech Republic** ("EZC").

Theta-Consult Ltd. is duly authorized to take needful steps and actions to obtain the necessary permits for licenses, registrations, approval, and authorization to import, promote, market, and distribute the above-mentioned product range. **Theta-Consult Ltd.** is also authorized to participate on our behalf in public and private tenders, prepare quotations, negotiate commercial terms, and offer products on our behalf in accordance with **EZIPE** General Business and Delivery Terms and Conditions. The current version is attached in **Appendix D**, which may be amended from time to time.

Theta-Consult Ltd. must ensure full compliance with **EZIPE** Corporate and Regulatory requirements, including:

1. Prior to acceptance of an order **Theta-Consult Ltd.** must provide End User Information / End User Statement in accordance with the current End Use Statement Form (**EZ DIST-EUS Form Rev. F**), provided by **EZIPE**. Examples are provided in **Appendix A**.
2. Ensuring that the products are explicitly sold in conformity with US regulations and any applicable import/export regulations. The current regulations are referenced in **Appendix B**.
3. Complying with all guidelines on safe handling, use, storage, transportation, and re-packaging. These guidelines are summarized in **Appendix C**.
4. Following the principles of responsible and lawful conduct as stated in the attached **Code of Conduct of the Eckert & Ziegler Group**. The current version is attached in **Appendix E**.



5. Maintenance of all records related to each order in compliance with applicable regulations. Any nonconformance must be communicated with **EZIPE**.

Effective Date of Authorization: May 1, 2025

Initial Term / Period of Validity: 1 (one) year until April 30, 2026

Automatic Renewal: after the Initial Term, this Letter of Authorization shall be renewed automatically each year for an additional 1 (one) year period ("Renewal Term")

Termination Notice Period: 90 (ninety) days written notice by either party

The above-mentioned Appendices are the current versions; they may be amended from time to time and revised copies will be provided to **Theta-Consult Ltd.** and incorporated into the Letter of Authorization. As soon as the revised copies of the Appendices are received from **EZIPE**, they shall become binding.

EZIPE has and retains a global right for the sale and distribution of all Original Equipment Manufacturer (OEM) accounts and a right of first refusal and reclaim on all OEM business.

EZIPE and **Theta-Consult Ltd.** agree that this Letter of Authorization and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Letter of Authorization, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This Letter of Authorization alone constitutes the agreement between **EZIPE** and **Theta-Consult Ltd.** and supersedes and overrides all prior discussions and agreements between the parties.

Yours sincerely,

Eckert & Ziegler Isotope Products GmbH

Theta-Consult Ltd.

Richard Hunter
Executive Vice President Sales & Marketing

Yavor Andreev
Managing Director

Заличено на основание ЗЗЛД

Enclosure

Appendix A

DISTRIBUTOR END USE STATEMENT

We (I) confirm the distribution of the goods noted in this end-use certificate are in full compliance with the regulations of the Federal Republic of Germany, the European Union and the United States Bureau of Industry & Security (BIS), the United States Office of Foreign Assets Control (OFAC), and the United States Nuclear Regulatory Commission (NRC) regulations.

1. Consignee / Distributor / Importer Information

Consignee

(First Name, Middle Initial, Last Name): _____

Job Title: _____

Company Name: _____

Street Address: _____

Village/Town/City, State / Region, Postal Code: _____

Telephone Number: _____

Fax / E-mail: _____

Company Website (if available): _____

2. Complete address of facility where goods are to be distributed from (no PO boxes)

Company Name (if different from above): _____

Street Address: _____

Village/Town/City, State / Region, Postal Code: _____

Telephone Number: _____

Fax / E-mail: _____

Company Website (if available and different from above): _____

We will order the following item(s) from Eckert & Ziegler on an **As Needed Basis**

DESCRIPTION & USE / APPLICATION OF ITEMS / NUCLIDES

Statement of Distributor:

We (I) confirm that all goods and services purchased from Eckert & Ziegler will only be used and/or transferred in accordance with the following:

- We acknowledge that all end users must be checked against the restricted party lists, including, but not limited to, those issued by BIS or OFAC: <https://www.trade.gov/consolidated-screening-list>.
- We will not distribute or re-route goods to known denied entities and we understand that doing so without a BIS, OFAC, or NRC license could constitute a violation and the possible loss of the business relationship with Eckert & Ziegler.
- We will verify that end-users of Eckert & Ziegler goods have obtained all necessary licenses, permits and / or approvals to comply with the laws and regulations of the territory (country) that they will be used in.
- If requested, we will provide Eckert & Ziegler copies of the applicable licenses / permits / approvals.
- For countries of concern, we will provide Eckert & Ziegler the end use statement, import authorization, and / or facility license.
- Transit of sources through **Armenia, Azerbaijan, Belarus, Cambodia, Cuba, Georgia, Kazakhstan, Kyrgyzstan, Laos, Mongolia, North Korea, Russia, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, and Vietnam** is not permitted unless the shipment is an export or re-export direct to one of the above destinations, so long as it is not an embargoed country, and a license is not required. [Ref. 15 CFR 736.2]
- The goods will not be re-routed or exported to US embargoed countries unless specifically licensed. The US embargoed countries include **Cuba, Iran, Iraq, North Korea, Sudan, and Syria** [Ref. US NRC 10 CFR 110.28].
- We will not sell or re-route byproduct material imported from the US or of US origin to **Pakistan**, nor any radioactive material imported from the US or of US origin to **Russia** unless specifically licensed; as per the NRC's Executive Branch Order suspending all exports of said radioactive material under the General License authority [Ref.: Docket No. EA-20-044; NRC-2020-0095 and EA-22-038, NRC-2022-0112], respectively.
- We will not re-sell and/or re-export Eckert & Ziegler products containing US origin or US routed Special Nuclear Material (plutonium, uranium-233, or uranium enriched in the isotopes uranium-233 or uranium-235) to countries classified under restricted destinations (**Afghanistan, Andorra, Angola, Burma (Myanmar), Djibouti, India, Israel, Pakistan, South Sudan and Libya**) unless specifically licensed [Ref. US NRC 10 CFR 110.29].
- We will not re-sell and / or re-export Eckert & Ziegler products containing US origin or US routed Special Nuclear Material nor Source Material for nuclear end use to **China and its territories**, (including but may not be limited to **Hong Kong, Macao and Tibet**) unless specifically licensed.

For example, Th-228, Th-229, Th-230, Th-232, U-238, U-233, U-235, Pu-236, Pu-238, Pu-239, Pu-240, Pu-241, Pu-242, Pu-244. [Ref. Docket No. EA-23-083; NRC-2023-0142]

- The goods will not be exported or re-exported to **China General Nuclear** (CGN) and / or its subsidiaries should they be subject to a presumption of denial per US Policy Framework on Civil Nuclear Corporation with China or unless specifically licensed [Ref.: US NRC 10 CFR 110].
- We understand that exports of goods for Military End Uses or to Military End Users to **Belarus, the People's Republic of China and its territories** (including but may not be limited to **Hong Kong, Macao and Tibet**), **Cambodia, Myanmar (Burma), Nicaragua, Russia (including Ukraine-Crimea Region)** and **Venezuela**, may require export licensing prior to distribution [Ref.: EAR 15 CFR 744.21 and 15 CFR 744.22]. We will contact Eckert & Ziegler, NRC, OFAC, or BIS should export licenses be needed.
- We acknowledge that countries stated in this document may include territories not specifically listed that are subject to the same regulations.
- The goods, or a replica of them will not be used for purposes associated with military, chemical, biological, or nuclear weapons, explosives, or missile production or for missiles capable of delivering such weapons.

We understand that the “goods” subject to NRC, OFAC, and BIS export regulations include, but are not limited to, radioactive materials, sealed sources, technology, confidential information, drawings, equipment, product development, and other products or services not specifically stated in this document but may be part of the contractual agreement with Eckert & Ziegler.

All of the facts contained in this statement are true and correct to the best of our knowledge. We do not know of any additional facts which would be inconsistent with the above. We shall promptly communicate with, and send a supplemental statement to Eckert & Ziegler, disclosing any changes which would contradict the facts or intentions set forth in this document, if these occur after it has been accepted by Eckert & Ziegler.

Furthermore, we understand that the products purchased from Eckert & Ziegler are of US origin or fall within the US de minimis threshold, and any trans-shipping or re-routing of goods to unauthorized destinations is a violation of US Export Laws and subject to penalties including and leading up to criminal prosecution.

Name and title of authorizing company official

Original signature and date

Eckert & Ziegler Approval: _____

Date: _____

This End Use Certificate is valid for a period of one (1) year from the date E&Z approves this document.

Note: This form should be returned on your company's letterhead and signed by a position of authority. You may fax/e-mail a copy to Eckert & Ziegler. Digital signatures are acceptable.

Appendix B

Conformity to US and Import Regulations

Theta-Consult Ltd. is obliged to ensure that all the Eckert & Ziegler products are explicitly sold in conformity with the regulations of the Federal Republic of Germany, the European Union and the United States Bureau of Industry & Security (BIS), the United States Office of Foreign Assets Control (OFAC), and the United States Nuclear Regulatory Commission (NRC) regulations.

Theta-Consult Ltd. will be responsible for ensuring that purchasers of Eckert & Ziegler products have obtained all necessary licenses and training to comply with the laws and regulations of the territory mentioned above.

Before commencing distribution of our Eckert & Ziegler products, and throughout the term of this Authorization Letter, **Theta-Consult Ltd.** must obtain, maintain, and update all permits or approvals; and all registrations as applicable; and verify and comply with all requirements necessary to lawfully import, export, sell, distribute, and use, the products in the territories mentioned above.

After distribution of the products, if **Theta-Consult Ltd.** considers or has reason to believe that the Eckert & Ziegler products pose a risk to health and safety or are falsified and not in conformity with the regulations of the territory, **Theta-Consult Ltd.** shall notify **EZIPE** and where applicable, additional entities in the supply chain or regulatory agency in the territory.

Appendix C

Guidelines on Safe Handling and Records Retention

Theta-Consult Ltd. is also obliged to comply with all guidelines on safe handling, use, storage, transportation and/or return of the above-mentioned products supplied to it by **EZIPE**.

Theta-Consult Ltd. is responsible for maintaining detailed records with sufficient traceability to enable **EZIPE**, **EZIP** and **EZC** to monitor and institute effective product recalls and/or product corrective actions and shall cooperate fully in such recall and/or corrective actions whenever requested to do so by **EZIPE** and where applicable, additional supply chain entities or regulatory agency in the territory. Detailed records of the distribution of the Eckert & Ziegler products shall be maintained for a period defined by the regulations of the territory.

Upon request, **Theta-Consult Ltd.** shall cooperate with the applicable regulatory agency to provide traceability, demonstrate conformity to the regulations of the territory, and eliminate potential risks posed by the products.

Theta-Consult Ltd. must ensure:

- There is no repackaging of products unless approved prior by **EZIPE**.
- Traceability of product(s) until final destination.
- Maintenance of all records related to each order in compliance with applicable regulations.
- Any nonconformance is communicated with **EZIPE**, which will submit applicable information to the manufacturer as appropriate.

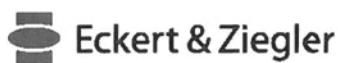
Should immediate attention be required, **Theta-Consult Ltd.** may contact **EZIPE**, **EZN** and/or **EZC** with a copy to the responsible commercial party. All notices shall be delivered to the respective Parties as follows:

For: **Eckert & Ziegler Isotope Products GmbH**
Address: Harxbütteler Straße 3
38110 Braunschweig
Federal Republic of Germany
Email: ipe@ezag.com

For: **Eckert & Ziegler Nuclitec GmbH**
Address: Gieselweg 1
38110 Braunschweig
Federal Republic of Germany
Email: info.nuclitec@ezag.com

For: **Eckert & Ziegler Cesio s.r.o**
Address: Radiova 1
102 27 Praha 10
Czech Republic
Email: cesio@ezag.com

Appendix D



General Business and Delivery Terms and Conditions of Eckert & Ziegler Isotope Products GmbH

1 GENERAL

(1) These "General Business and Delivery Terms and Conditions of Eckert & Ziegler Isotope Products GmbH" (hereinafter referred to as "Terms and Conditions") are a direct component of the contractual agreements concluded between the Eckert & Ziegler Isotope Products GmbH (hereinafter referred to as "the Company") and the customers regarding our services. Unless otherwise agreed, all offers, acceptances and services are conducted exclusively on the basis of these Terms and Conditions. Within the framework of an existing business relationship with the customer, the Terms and Conditions are also part of the agreement even if we do not once again expressly make reference to their inclusion.

(2) The following applies to existing agreements: The customer will be notified in writing of amendments to these Terms and Conditions. If the customer agreed to correspond with the Company via an electronic communication channel within the framework of the business relationship, the amendments may also be communicated in this way, if the type of communication allows the customer to save or print out the amendments in a readable format. They are considered approved if the customer does not object in writing or in any other agreed electronic mode of communication. The notification will include explicit reference to this consequence. The customer must send the objection to the Company within six (6) weeks of the notification of amendment.

(3) Deviating terms and conditions of the customer are hereby objected to; these are also not deemed to be accepted during execution of the agreement. Sentence 1 also applies to possible provisions on contractual penalties. Other agreements, in particular guarantees, amendments and supplementary agreements, only take effect if the Company expressly agree to such.

2 OFFERS/ORDERS

(1) The offers of the Company are non-binding and subject to change unless otherwise indicated in the offer.

(2) Drawings and images, if any, included as part of the offer are to be regarded as approximate only unless otherwise expressly designated as binding in the offer. Offers are subject to changes that are standard in the industry as well as changes that represent technical improvements provided that the use as stipulated in the contract is not impeded.

(3) The Company retains the ownership of all offer documents. The offer documents may not be duplicated or made accessible to third parties without consent of the Company. Copyright and other rights to intellectual property remain unaffected.

(4) The agreement takes effect only upon written order confirmation by the Company. If an order confirmation is not sent, the agreement takes effect upon delivery of the goods and the invoice subject to all necessary import and/or export permits. The agreement only takes effect if the customer presents the permit required for handling radioactive substances and/or the standard declaration from its competent authorities as per EC Regulation No. 1493/93 for handling radioactive substances outside of Germany and within the EU. With regard to outside the EU, the agreement also only takes effect upon presentation of the required permit for handling radioactive substances pursuant to the country's law. The permit must be submitted in German or English. Any costs related to the submission of the permit are borne by the customer.

(5) As far as the order, and thus the production of the goods, is based on the customer's request before the required permission and/or proof of the handling permit has been presented, the customer bears all risks associated with the agreement not being concluded as per § 2 (4).

(6) If an increase in the production costs of the Company occurs between conclusion of the contract and delivery (e.g. due to increased material or salary costs, exchange rate changes for imported goods, tax increases, etc.), we are entitled to adjust the prices accordingly.

3 DELIVERY AND SHIPPING CONDITIONS

(1) Dates and deadlines for deliveries and services are to be regarded as approximate only unless such have been agreed upon in writing. With regard to the start date of deadlines for deliveries and services, the date of the order confirmation or the receipt of payment in cases where the customer is obliged to issue advance payment shall prevail. If fixed delivery dates are agreed upon, we hereby object to provisions of the customer regarding possible contractual penalties in the case of non-compliance with the delivery date.

(2) The customer must ensure that the acceptance of goods is performed by an authorized recipient according to the current valid legal provisions, including as per the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

(3) To the extent permitted by law: Deliveries and services of the Company are subject to relevant national and international export control regulations. The customer thus undertakes to (a) comply with all applicable trade sanctions, executive orders, regulations, embargoes, export control laws and restrictions imposed by the Federal Republic of Germany, the United States of America and/or the European Union and/or the United Nations (together "Export Regulations"), concerning goods (hardware and/or software and/or technology and related documents, regardless of the manner in which they are provided) or services manufactured and/or supplied by the Company or its affiliates or subcontractors; (b) to obtain the pertinent export authorization or to make the export declarations required under applicable law and/or governmental regulations before the Company exports or re-exports goods or parts thereof (collectively "Export Authorization"); and (c) to fully indemnify the

Company from all claims asserted against the Company by authorities or other third parties due to the Customer's failure to comply with the Export Regulations and to reimburse the Company for all damages and expenses incurred in this connection. The contractually agreed services of the Company and each delivery of the goods or parts thereof are subject to the strict condition of full compliance with the Export Regulations and the obtaining of the Export Authorization. Delays due to export inspections or licensing procedures will suspend deadlines and delivery times. If at any time the goods, services or technologies manufactured, purchased, provided or delivered in accordance with the order confirmation may not be delivered in compliance with the applicable Export Regulations or the required Export Authorizations, the Company will refrain from delivering the goods. In such case, the Company may cancel the relevant order and/or delivery without liability. In particular, the Company is entitled to refrain from delivering the goods to a destination, country or person directly or indirectly prohibited by Export Regulations. The Company will notify the customer of the decision not to deliver goods to countries subject to corresponding Export Regulations via all specific information. The customer will refrain from delivery to a destination, country or person directly or indirectly prohibited by Export Regulations. Claims for damages by the customer due to such delays, if they are not the responsibility of the Company, or such cancellation are excluded. The customer must comply with Export Regulations and obtain the necessary Export Authorization when passing on the goods supplied by the Company (hardware and/or software and/or technology as well as associated documents, irrespective of the way in which they are made available) or the services provided by the Company (including technical support of any kind) to third parties in Germany and abroad.

(4) If the delivery is delayed for reasons that the customer is responsible for, delayed acceptance and transfer of performance risk takes effect as soon as the Company informs the customer that the shipment is ready for delivery. We are entitled to invoice the customer for all incurred costs, e.g. related to storage. Sentence 2 also applies if the delivery is delayed because the necessary permission and/or proof of handling permit are not available.

(5) The customer is entitled to withdraw from the agreement pursuant to the statutory provisions only if the Company is responsible for the delay in delivery and the customer sets a reasonable deadline for delivery according to the legal provisions and the Company does not comply with this deadline. The right to withdraw from the agreement according to Sentence 1 is excluded if the customer is solely or predominately responsible for the circumstance that would entitle the customer to withdraw, or when the circumstance arises at a point in time at which the customer is in default of acceptance. Claims for damages are excluded in the above cases. The Company is obliged to notify the customer immediately in every event of lack of availability of deliveries and services.

(6) Excess or shortfalls in deliveries that are standard in the industry are permissible as far as a specific amount is not required. Partial deliveries are also permissible to a reasonable extent. In this context, each partial delivery is considered an independent legal transaction.

(7) Upon conclusion of the contract, the customer commissions the Company with shipment or transport of the goods on behalf of the customer. This does not apply if the customer objects in writing to the shipment/transport by the Company within one week of receipt of the order confirmation. In case of dispatch, delivery periods and dates refer to the time of handover for the forwarding agent, carrier, or any other third party commissioned with the transport.

(8) The Incoterms 2020 agreed in the order confirmation apply. If the delivery is delayed for reasons that the customer is responsible for, the risk is transferred to the customer from the point at which the shipment is ready for dispatch.

(9) Packaging provided by the Company is to be used for shipping radioactive substances and other goods. The Company charges a usage fee if packaging on loan is used. The packaging on loan is to be returned to the Company within 30 day of shipment free of carriage charges to the address stipulated by the Company. If the loan duration as per Sentence 2 is extended, a loan fee will be charged for each month commenced. Returned packaging must be free of radioactive contamination. The customer is liable for all damages caused by improper handling or any decontamination expenses related to external contamination. Collection costs and additional costs incurred as a result of damages to the containers will be invoiced to the customer.

(10) Shipping takes place in accordance with the legal provisions regarding the transport of dangerous goods. The Company reserves the right to select the shipping route and mode of shipment. Incurred additional costs based on customer requests will be charged to the customer.

4 PRICES AND PAYMENT CONDITIONS

(1) The pricing for the agreed services is formed on the basis of the respective valid price list of the Company unless customer-specific price agreements exist. Our prices apply in accordance with Incoterms 2020. Prices are exclusive of the applicable value added tax (VAT). Costs for packaging, shipping, customs, transport and insurance costs, import and export taxes and other taxes will be charged separately.

(2) Remuneration is to be paid within 30 days of the invoice date without deductions unless otherwise agreed.

(3) The Company is entitled at any time, even within an ongoing business relationship, to make a delivery in whole or in part only against prepayment. The Company declares a corresponding reservation at the latest with the order confirmation.

(4) In the event of customer payment default, the Company is entitled to

at the latest, however, within one year of transfer of risk. § 377 of the German Commercial Code (HGB) also apply.

(5) Regardless of the customer's provisions stating otherwise, the Company is entitled to first apply payments to the customer's earlier debts. The customer is only entitled to exercise its rights of retention or to offset if its counterclaim has been legally established by a court of law, is uncontested or is recognized by the Company in writing. The assertion of rights of retention that is not based on the same contractual relationship is excluded.

(6) The customer's payment obligation does not lapse if the goods cannot be delivered for reasons that the customer is responsible for and that are not subject to § 3 (3). This applies particularly in the case that documents which provide evidence of the authorization of the customer or of a third party supplied by the customer to receive the goods were not submitted to the Company or were not submitted in full or within the deadline.

5 RETENTION OF TITLE

(1) The Company reserves the right to retain ownership of the goods ("Retained Goods") until the purchase price has been paid in full even if the goods are installed or passed on (extended retention of title). This also applies to all future deliveries, even if the Company does not explicitly refers to it again.

(2) In the event of customer payment default, the Company is entitled to prohibit the customer from using Retained Goods or to take them back. Taking back the goods represents a withdrawal from the agreement only if the Company expressly declares such in writing. Additional costs arising from taking back the goods will be invoiced to the customer. Additional costs within the meaning of Sentence 3 include costs related to verification of receipt, assessment or disposal.

(3) If the Retained Goods are processed by the customer, it is agreed that the processing is carried out in the name and for the account of the Company as manufacturer and the Company directly acquires ownership or, if the processing is made from materials of several owners or the value of the processed object is higher than the value of the Retained goods, co-ownership of the newly created object in proportion to the value of the Retained goods to the value of the newly created object. In the event that no such acquisition of ownership should occur at the seller, the customer transfers his future ownership or co-ownership of the newly created item to the Company as security.

(4) Retained Goods also include independent detachable installations or installations with special rights if Retained Goods are combined with items of the customer or a third party. If Retained Goods are combined with items that do not belong to the customer, or if the special rights are lost, the Company acquires co-ownership of the new item proportionate to the value of Retained Goods to the other combined items at the time of combination.

(5) If the customer is not in default, the customer is entitled to sell Retained Goods within ordinary business to third parties. The customer, however, assigns to the Company the claims to which it is entitled arising from the sale including all supplementary agreements. The customer is to ensure that the resulting claims are transferred to the Company. The customer is entitled to call in the surrendered claims in its own name and on its own account until revoked. Provided that the customer fulfills its payment obligations arising from the business relationship, the Company is not entitled to revoke this authorization. If the conditions for revocation exist and the Company has issued declaration of such, the customer is obliged to notify the Company of the unpaid claims and their debtors, to provide the information required for collection and to notify the debtor of the assignment without delay.

(6) If a third party gains access to Retained Goods, in particular by means of seizure of assets, the customer will notify the third party of the ownership by the Company of the Retained Goods and inform the Company without delay. The customer is not permitted to pledge or assign Retained Goods as security.

The Company is entitled to withdraw from the contract and/or demand the return of the goods on the basis of the retention of title if the customer acts in breach of contract, in particular if the purchase price due is not paid. The demand for surrender does not also include the declaration of withdrawal; the Company is rather entitled to merely demand the surrender of the goods and to reserve the right of withdrawal. If the customer does not pay the purchase price due, the Company may only assert these rights if the customer has been set a reasonable deadline for payment without success or such a deadline is not required by law.

6 WARRANTY

(1) The Company guarantees that the goods delivered are free of material defects at the time of transfer of risk. The goods are free of material defects if they are of the contractually agreed quality. If the Company is obliged to assemble the goods, a material defect also exists if the assembly is not conducted properly.

(2) Warranty is excluded for goods that have been repaired or changed by parties other than those authorized by the Company, have been improperly used or subject to an infringement of duty of care or an accident, or have been operated, maintained or inspected in a manner contrary to the operating instructions provided by the Company.

(3) The goods delivered are to be inspected with due care for obvious defects by the customer or the third party designated by him without delay upon receipt. The goods are deemed approved if the Company does not receive a written notification of defects within seven (7) calendar days after receipt. If defects could not be detected despite diligent inspection, this deadline shall apply after the defect is detected. It is mandatory that damages to the packaging and other recognizable transport damages to the goods are reported to the carrier, freight forwarder or other person commissioned to perform the shipment at the time of delivery. Defects that are not obvious are to be reported in writing without delay upon appearance,

at the latest, however, within one year of transfer of risk. § 377 of the German Commercial Code (HGB) also apply.

(4) With regard to defects, the Company is obliged at their discretion to either eliminate defects or to deliver goods free of defects within a reasonable deadline. The customer is entitled to withdraw from the agreement or reduce the purchase price only if this subsequent performance is unsuccessful or is not performed within a reasonable deadline.

(5) At request of the Company, the goods that are the subject of the complaint are to be returned to the Company carriage paid and properly packaged. In the event of justified complaints, the Company shall reimburse the necessary costs of returning the goods. Goods are to be returned in accordance with § 9.

(6) All warranty claims expire within one year after delivery of the goods. This period shall not apply to claims for damages of the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the seller or his vicarious agents, which shall become time-barred in accordance with the statutory provisions in each case.

7 LIABILITY

(1) Unless otherwise stipulated in these Terms and Conditions, the Company shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) The Company shall be liable for damages – on any legal grounds – within the scope of liability for culpa in cases of intent and gross negligence. In the event of simple negligence, the Company shall only be liable, subject to a milder standard of liability in accordance with the statutory provisions, for damages resulting from injury to life, limb or health and for damages resulting from a not inconsiderable breach of an essential contractual obligation (cardinal obligation). In the latter case, liability is limited to compensation for typical, foreseeable damage.

(3) The above limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees and vicarious agents of the Company.

(4) The limitations of liability shall not apply if the Company has fraudulently concealed the defect, exceptionally assumed a guarantee for the quality of the goods or if claims under the Product Liability Act exist for the customer.

(5) Unless other limitation periods are mandatory under the law, the limitation period for liability claims against the Company is one (1) year, which commences upon the statutory start date of the limitation period. Claims for damages of the customer as well as claims according to the product liability law become time-barred after the legal limitation periods.

8 SERVICES

(1) Services include work on customer's own radioactive or inactive products and items, in particular installations or dismantling, repairs, integrity tests, refilling, cleaning, decontamination, storage, transportation and other contract work. The performance of these services on the third-party property is conducted at the customer's own risk. Prices are calculated according to the cost of materials and time required, and will be contractually agreed upon. With regard to radioactive products, the measurement results of the Company for the level of radioactivity and emissions are binding.

(2) All sealed sources accepted for storage, assessment or processing will be inspected for the absence of contamination immediately after receipt. Repairs of leaks or damages to radioactive sources as well as adaption and refilling will only be performed by the Company on request. Loss of radioactive substances as a result of the condition of the radioactive source or which occur during adaptation or repair work can be settled by the Company up to the set amount stipulated in the order at the contractually agreed costs.

(3) Suitable and authorized packaging must be used (preferably the packaging used by the Company for delivery) for returning radioactive substances. The customer may also request suitable packaging from the Company for the shipment and use this for shipping. The Company is entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by the Company in writing.

(4) The costs of transport and return transport are borne by the customer. Sentence 1 does not apply in cases as per § 6 (5). At the request of the customer, insurance against loss and/or damage may be purchased for the transport as well as for the duration of the period in the plants of the Company.

9 RETURN SHIPMENTS

(1) Return shipments of radioactive substances can be conducted for the purpose of retrieval (including disposal, exploitation or recycling) or based on complaints. The Company only acts as a broker for recycling for selected sources after provision of the associated certificate for the source. The sources must be tightly sealed and provided with a valid leak test certificate as well as free of contamination.

(2) Taking back sources as per (1) Sentence 1 is only possible for sources for which the Company or one of their legal predecessors is the distributing company. The Company is not obliged to take back sources. Sentence 2 does not apply to highly radioactive radiation sources. If country-specific statutory obligations to take back sources exist, Sentence 2 does not apply.

(3) Prior written consent is required for the return shipment, which takes place at the customer's own risk and expense. The customer must give notice of an appropriate deadline agreed with the Company prior to shipping radioactive substances. The customer is obliged to ensure, that his declaration of the radioactive substances to be returned are in compliance with the acceptance criteria of the Company. For the purpose of Compliance with the relevant dangerous goods regulations the customer is solely responsible for the correct declaration of the radioactive substances to be returned – he is obliged to ensure the conformity of the declaration with the applicable law. This Responsibility of the customer includes especially the correct classification of the radioactive substances, the legally admissible packaging and its labeling as well as the documentation compliant to the

relevant dangerous goods regulations. The customer is liable for the correctness and completeness of the information provided as well as for any damages caused by incorrect or incomplete information.

(4) Return shipments received by the Company without prior written consent or without prior notification as per (3) will be returned through the Company at the sender's expense. Alternatively, the Company can store the radioactive substances in a shipping warehouse at the customer's expense. The Company is entitled to charge the customer a processing fee for the processing of the return shipment and for any necessary quality control checks.

(5) Suitable and authorized packaging must be used (preferably the packaging used by the Company for delivery) for returning radioactive substances. The customer may also request suitable packaging from the Company for the shipment and use this for shipping. The Company is entitled to charge the customer a fee for the loan of suitable packaging. Proof of the suitability of the packaging must be provided by the customer and must be confirmed by the Company in writing.

(6) The customer bears the costs and risks associated with the return shipment.

10 FORCE MAJEURE/CANCELLATION OF PERMITS

(1) In cases of force majeure, or other hindrances that are not foreseeable at the conclusion of the agreement or for which the Company is not responsible, which significantly impede or make it impossible to render delivery and services, and in the event that the duration of the hindrance is not temporary, the Company is entitled to withdraw from the agreement without penalty. In the event of temporary hindrance, the deadlines and dates of deliveries and services are extended or postponed by the duration of the hindrance plus an appropriate lead time. Cases of force majeure particularly include any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, fire, explosion, embargo, currency restriction, operational breakdowns of any kind, difficulties in obtaining materials or energy or in obtaining deliveries from suppliers, delays or shortages in transport, non-delivery or late delivery to the Seller, strikes, measures taken by governments in their sovereign capacity, epidemics, pandemics, or any other acts of a similar nature of force.

(2) If the official permits, which are required for the performance of services from the Company, are cancelled, the Company is entitled to revoke binding offers and withdraw from agreements without penalty.

11 DETERIORATION OF CUSTOMER'S FINANCIAL SITUATION

(1) If, after conclusion of the agreement, the Company becomes aware of circumstances that call the customer's solvency into question, the Company is entitled to request full payment or an appropriate security before further execution of the contract, or to withdraw from the agreement after providing a reasonable deadline for the full payment or security.

(2) Circumstances that call the customer's solvency into question particularly include repeated seizure of assets or other enforcement measures and the opening of or the application for insolvency proceedings against the assets of the customer.

12 FINAL PROVISIONS

(1) The place of jurisdiction for all disputes arising from the contractual relationship is the registered office of the Company.

(2) The legal transactions of the Company with the customer are subject exclusively to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(3) If individual provisions of these Terms and Conditions are or become ineffective in part or in whole, the effectiveness of the other provisions shall remain unaffected. A legally effective provision that comes as close as possible to the economic purpose intended by the ineffective provision as far as legally permissible shall be deemed agreed upon to replace the ineffective provision or ineffective part of the provision. This also applies in the event of a loophole.

Updated: January 2023

Appendix E



Code of Conduct of the Eckert & Ziegler Group

Preamble

The companies¹ of the Eckert & Ziegler Group ("Eckert & Ziegler") conduct their business responsibly and in accordance with the legal and regulatory requirements of the countries in which the companies operate. The Management Board of the Group is fully committed to the legal and company-specific regulations on responsible and lawful conduct, and to renouncing any business violating the principles below.

Principles of responsible and lawful conduct

Eckert & Ziegler respects applicable laws and expects the same from its employees and business partners. The following principles indicate priorities of particular practical relevance.

1. Fair and respectful working conditions

Eckert & Ziegler is committed to ensuring that no employee is treated in an unprofessional, disrespectful or discriminatory manner. It is the goal of the company to create an appreciative and collegial working environment for each employee. In particular, Eckert & Ziegler does not tolerate any undue disadvantage based on ethnic origin, gender or sexual identity, religion or belief, disability or age. The company attaches great importance to making its personnel decisions purely on the basis of personal qualifications and performance.

Each employee is expected to have a friendly, objective, fair and respectful relationship with colleagues and third parties. Discrimination and harassment of any kind will not be tolerated.

Eckert & Ziegler undertakes to collect, process and use personal data only responsibly and in accordance with applicable data protection and information laws and to protect it with due care.

2. Principle of sustainability

Eckert & Ziegler is aware of its responsibility of protecting the environment as well as for the health and safety of people. As a contribution to sustainable development, resources are used efficiently. In order to reduce the consumption of energy and raw materials in production and at the same time to limit emissions, all reasonable possibilities of process optimization must be exhausted.

As an international company, we live diversity and place great value on appreciative communication as an important component of our corporate culture. It also means that we, of course, comply with all labor and co-determination laws and regulations of the respective countries and maintain regular, constructive and trusting dialogue with the relevant committees.

Caring for the environment is an important objective of Eckert & Ziegler. With our actions, our processes and our products, we accept our responsibility to people, the environment and the future. From production to disposal of our products, we focus on resource conservation and recycling.

Comprehensive quality management and other regulations ensure that we provide patients with safe, effective and high-quality products.

We consciously fulfill our social responsibility and are involved in early childhood science education as well as local, non-profit projects at individual company locations.

¹ https://www.ezag.com/home/about_us/locations/

3. Integrity in business dealings

It is one of the central themes of Eckert & Ziegler's corporate culture to conduct its business activities in an ethically correct, trustworthy manner and with integrity. This includes, in particular, being honest with ourselves, with our business partners and with our customers. Corruption, bribery and other illegal payments damage the integrity and reputation of our company. The Company expects each of its employees and each of its executives not to accept, promise or grant any benefits (of any kind), to exercise or have exercised unlawful influence on the conduct of the company, a business partner, a public official or a customer.

Any fraudulent, corruptive, collusive or coercive practice is prohibited and will not be tolerated by Eckert & Ziegler. All employees and business partners must follow this principle. Violations regularly result in termination of contractual relationship and prosecution.

Employees can find further information in the Corporate Guideline for compliant behaviour of the E&Z Group and the anti-corruption guideline.

4. Fairness in competition

Offering products and services in a fair and transparent manner is the cornerstone of a functioning market economy. Eckert & Ziegler attaches great importance to providing its customers with only truthful information about its own products and services at all times and to orienting its market behavior in such a way that no unjustified restriction of free competition takes place. The company is convinced that the quality of its products and services must be the only legitimate selling point, so that any unfair competitive behavior is superfluous. Eckert & Ziegler is fully committed to competition by fair means and in particular to strict compliance with antitrust law. It is a fundamental principle of the group of companies that all employees act in accordance with the applicable competition law. Suppliers, agents or other intermediaries are only selected after a careful and objective performance assessment. Unfair practices such as price fixing with competitors, market sharing, boycotts and bogus offers with competitors are strictly prohibited and will not be tolerated in any form. Furthermore, the company disapproves of any form of unfair trade to gain illicit benefits.

5. Compliance with laws

Eckert & Ziegler undertakes to comply with all relevant local, national and international laws. All employees must respect and comply with laws and regulatory requirements. The same applies to internal instructions and guidelines by Eckert & Ziegler. For foreign activities and foreign business, in addition to complying with the laws and regulations that apply there, the main social standards applicable in the country in question must be observed.

6. Maintaining equal opportunities in securities trading

Each employee is required to keep company information that may be relevant to the stock market prices confidential. Such insider knowledge is relevant to stock market prices if informed investors classify it as material in a decision to buy, sell or hold shares. Eckert & Ziegler does not permit its employees any securities transactions in the knowledge of material, nonpublic information. Similarly, no third party may be helped to insider knowledge in securities transactions. The members of the Supervisory Board, the Board of Directors and the Executive Management are obligated to comply with the statutory provisions for the prevention of insider trading. Disclosure obligations must always be observed. Violations of applicable law and insider regulations can have serious labor and criminal consequences for the responsible employee or body.

7. Proper file management and reporting

Transparent and legally sound accounting is of the utmost importance. This covers all aspects of Eckert & Ziegler's financial activities, including all expenses, transactions, and the reporting and documentation of our business relationships. Operational, accounting-related and quality-related business processes must be adequately documented within the framework of an internal control system. It must be ensured that all necessary documentation is transparent, correct, complete and appropriate.

Reporting on the Company's economic, financial and other situations must be complete and timely in accordance with all applicable laws at all times. Eckert & Ziegler attaches particular importance to keeping its shareholders, business partners, customers and employees well informed at all times. The company sees this task as part of its responsibility in the marketplace.

8. Protecting our knowledge advantage and respecting the intellectual property rights of third parties

The success of our company is essentially based on special know-how worth protecting. The specific knowledge of our employees as well as the plans and strategies of the company are among the most important assets of Eckert & Ziegler. The company protects particularly valuable knowledge and inventions through patents, trademarks and other protection instruments. Company secrets may not be disclosed to third parties unprotected or even be made public.

Likewise, the property rights of third parties must be respected. The company deliberately refrains from gaining economic benefits through the infringement of third-party intellectual property.

9. Separation of corporate and private interests

Business and private interests are strictly separated at Eckert & Ziegler. Thus, personal interests must never influence business actions. Any action in the service of Eckert & Ziegler must be purely factual and based on objective criteria so that genuine and unbiased decision-making processes are guaranteed. It is strictly forbidden to misuse corporate resources for personal gain or to influence corporate decisions by private motives. Personal activities that are likely to damage the company or its reputation are to be reported to the supervisor. Likewise, potential conflicts of interest must be disclosed and approval or instructions from the supervisor must be obtained.

10. Cooperation with authorities

Eckert & Ziegler strives to maintain a cooperative relationship with all relevant authorities. Information should be provided in a complete, open, accurate, timely and comprehensible manner. Representatives of supervisory authorities are always to be treated politely, honestly and respectfully.

If you have any questions, or would like to report a suspicion of misconduct, you can contact the responsible Chief Compliance Officer at any time in either German or English at compliance@ezag.de. Eckert & Ziegler will ensure the anonymity of the employee as much as possible. Alternatively, you can contact directly an external law firm appointed by Eckert & Ziegler:

Attorney Dr. Hubertus Hoffmann
Cyanenstr. 17
10407 Berlin
Germany
Tel. +49 30 96067555
Fax +49 30 96067557
hh@hubertus-hoffmann.de
www.hubertus-hoffmann.de

Last revised April 2023