



DOSIMETRY SERVICES

A MIRION MEDICAL COMPANY

104 Union Valley Road, Oak Ridge, TN 37830 USA
U.S./Canada: +1.800.251.3331
U.K.: 0170.629.9329
Worldwide: +1.949.419.1000

QUOTATION

8/24/2023
DATE

1
QUOTATION NUMBER

90 daysP
VALID FOR

Armin Bahadoran
PREPARED BY

ATTENTION

CONTACT NAME david	ADDRESS		
COMPANY Clinton Regional Hospital	ADDRESS (LINE 2)		
EMAIL	CITY	STATE	ZIP
PHONE			

Thank you for your interest in Dosimetry Services. The first name in dosimetry service innovation! Offering a wide array of monitoring products from the advanced Instadose® smart monitoring platform to traditional TLD, OSL, and specialty eye, fingertip, environmental, and high dose dosimeters. We don't just deliver cutting edge products and services, we invent them! With over 70 years of dosimetry experience, we provide the most technologically advanced dosimeters on the market and a commitment to customer satisfaction. Mirion is pleased to offer the following price proposal for your consideration.

PLEASE NOTE THAT THIS IS A PRICE ESTIMATE AND THE TOTAL PRICE FOR SERVICE MAY CHANGE BASED ON ADDITIONAL SERVICES AND ADD-ONS.

ALL BADGES REMAIN THE PROPERTY OF MIRION TECHNOLOGIES (GDS), INC AND MUST BE RETURNED.

SALES REP	P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS
Armin Bahadoran				Net 30 Days

DESCRIPTION	FREQUENCY	QUANTITY	UNIT PRICE	AMOUNT
Instadose+ dosimeter (photon) TYPE37 - NO COLOR	Annual (1 badge p	5	\$ 150.00	\$ 750.00
InstaLink Hotspot	Annual (1 badge p	2	\$ 100.00	\$ 200.00
		0	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00

LOST BADGE CHARGE				TOTAL	\$ 950.00
APex \$ 25.00	TLD \$ 25.00	Rings \$ 25.00	SHIPPING (PER SHIPMENT)	\$	
Instadose \$ 25.00	Instadose + \$ 40.00	Instadose 2 \$ 40.00	-- Select --		
InstaLink ^{USA} \$ 25.00	InstaLink Hotspot \$ 150.00				

Comments/Notes

PREPARERS SIGNATURE:

All accounts are billed annually.
 Quarterly/monthly shipping fee of \$13.95 for all traditional badges and rings.
 Instadose+ estimated lead time is ~8-15 weeks*.
 Instadose Shipping-TBD once order is placed.

ACCREDITATIONS: US NVLAP (lab code 100555-0), UK HSE (DS 9/2010) and various other countries. **TERMS:** Delivery is 3-5 weeks, unless expressly noted. Annual service contract features automatic renewal, unless service is cancelled by the client prior to the next renewal period. 35-day written notice is required for cancellation. Payment is Net 30.* Lost badges will incur a one-time charge per lost badge.

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DOSIMETRY SERVICES

A MIRION MEDICAL COMPANY

By initialing here, I state that I have read and understood the Mirion Technologies (GDS), Inc. Terms and Conditions of service.

(CUSTOMER)

Name: _____
Initials: _____

IMPORTANT: PLEASE READ CAREFULLY

The following Dosimetry Subscription Service Terms and Conditions (the "General Terms") governs your use of the dosimetry subscription service (the "Dosimetry Services") and your purchase of the Dosimetry Services from Mirion Technologies (GDS) Inc., Dosimetry Services Division (DSD), ("Mirion"). You acknowledge and agree that your use of the Service constitutes your agreement to be bound by the terms and conditions of this Agreement as set forth below. If you are acting on behalf of a business in purchasing the Dosimetry Services for that business, you represent and warrant that you have the power and authority to bind that business entity and you acknowledge that Mirion is providing the Dosimetry Services to you and the business in reliance upon your representation and warranty.

- 1. ACCEPTANCE OF TERMS** THESE GENERAL TERMS GENERAL TERMS APPLY TO ANY QUOTE, ORDER, AND ORDER ACKNOWLEDGEMENT, AND ANY SALE, LICENSE OR DELIVERY OF THE SERVICES AND DOSIMETERS BY MIRION TO ANY PURCHASER OR ACQUIRER OF SERVICES ("CUSTOMER"). MIRION DOES NOT ACCEPT, EXPRESSLY OR IMPLIEDLY, AND MIRION HEREBY REJECTS, ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS THAT CUSTOMER PRESENTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS OR CONDITIONS CONTAINED OR REFERENCED IN ANY ORDER, ACCEPTANCE, ACKNOWLEDGMENT, OR OTHER DOCUMENT OR ESTABLISHED BY TRADE USAGE OR PRIOR COURSE OF DEALING, UNLESS MIRION EXPRESSLY AND UNAMBIGUOUSLY AGREES TO SUCH TERMS AND CONDITIONS IN A DULY SIGNED WRITING. BY ORDERING, RECEIVING, ACCEPTING OR USING PRODUCTS OR OTHERWISE PROCEEDING WITH ANY TRANSACTION AFTER RECEIPT OF THESE GENERAL TERMS OR AFTER OTHERWISE BEING NOTIFIED THAT SUCH TRANSACTIONS ARE SUBJECT TO THESE GENERAL TERMS, CUSTOMER AGREES TO THESE GENERAL TERMS.
- 2. Dosimetry Subscription Service** The Dosimetry Services are subscription based and entitles you to use of the following dosimeters, dosimetry service/processing, dose results/reports, online account management, customer support and assistance, as well as applicable QuickCards, QuickGuides, and training materials. Additional services such as special handling, copies of previous reports, custom reports, emergency processing, any premium account management services, dosimeter replacements, and ancillary products are available for additional fees. Subscriptions to the Dosimetry Services are between the individual/representative, business, government, or other entity that ordered and paid for the subscription and Mirion. Only subscribed users and/or administrators are entitled to access the online Account Management Program (customer portal site brand names include "AMPA" or "Dose Central") and the Instadose mobile app (Instadose Companion) using the username and/or password. Online account access is to be used upon receipt of the account, at least 35 days prior to the start of the next billing cycle. 3) by/from the Account Administrator of record, and 4) include appropriate account information, including account name, address, account number, and Account Administrator's name, email, phone. Failure to comply with the cancellation requirements set forth herein will result in automatic renewal for the next billing period and incur the full subscription charge for the next billing period. The Dosimetry Services are subscription based and you acknowledge that canceling your subscription to the Dosimetry Services will not immediately terminate the Dosimetry Services. The Dosimetry Services will continue to be provided until the paid subscription period expires. Mirion is not responsible for failure to cancel the Dosimetry Services in a timely manner. Mirion does not issue credit for subscription fees incurred or service charges paid and will not refund the remaining portion of the subscription.
- 3. Fees and Charges** All fees, charges and sales are final. The fees for the Dosimetry Services provided shall be deemed fully earned by Mirion upon the inception of Mirion's provision of the Dosimetry Services. While dosimeters are provided to you upon inception of the Dosimetry Services, the fees paid constitute fees for the provision of the intangible Dosimetry Services and not for the tangible dosimeter itself, title to which is retained by Mirion. Dosimetry Services fees are billed/invoiced and payable in advance of Dosimetry Services initiation and/or shipment of product (dosimeters, hotspot/USB transmission devices, badge boards, etc.) You agree to pay the subscription fees and any other charges incurred (including any add-on products/services and all applicable taxes, shipping, and late/replacement badge fees) in connection with your Dosimetry Services account at the rates in effect for the subscription period you have selected. Mirion reserves the right to change the fees and charges in effect or add new fees or charges at any time without advance notice. You are responsible for any fees or charges incurred to access the site through an Internet access provider or other third-party service.
- 4. Renewal of Dosimetry Services** Dosimetry Services are automatically renewed, without notice, for successive periods of like duration unless Customer chooses to cancel in writing according to the terms expressed in Section 5.
- 5. Cancellation of Dosimetry Services** Cancellation includes the termination of all other services ancillary to the Dosimetry Services, including but not limited to all online account management services (and customer portals), as of the effective date of cancellation. Cancellation requires: 1) submission of written cancellation notice via email to csd-support@mirion.com; 2) at least 35 days prior to the start of the next billing cycle; 3) by/from the Account Administrator of record, and 4) include appropriate account information, including account name, address, account number, and Account Administrator's name, email, phone. Failure to comply with the cancellation requirements set forth herein will result in automatic renewal for the next billing period and incur the full subscription charge for the next billing period. The Dosimetry Services are subscription based and you acknowledge that canceling your subscription to the Dosimetry Services will not immediately terminate the Dosimetry Services. The Dosimetry Services will continue to be provided until the paid subscription period expires. Mirion is not responsible for failure to cancel the Dosimetry Services in a timely manner. Mirion does not issue credit for subscription fees incurred or service charges paid and will not refund the remaining portion of the subscription.
- 6. Payment Terms** Unless otherwise stated on the face of these General Terms (or otherwise agreed in writing by Mirion), all payments shall be made in US Dollars. Advance payment for Dosimetry Services subscriptions is required, and charges are billed automatically to your credit card (ePay), unless for approved accounts arranged in advance to be paid by either check or purchase order, in which case are due and payable thirty (30) days from the date of Mirion's invoice, either electronically or to an address designated by Mirion. After placing an order, an order confirmation is generated and emailed to the purchaser. Any other billing arrangement must be agreed to (in writing) by an authorized representative of Mirion. All subscribers/purchasers are responsible for understanding our billing policies before purchasing the subscription Dosimetry Services. If Mirion does not receive all amounts when due (a) any due and unpaid portion of the fees shall bear interest in the amount of one- and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less; and (b) Mirion may immediately suspend deliveries, licenses and performance of any services. All deliveries and performance of work covered by these General Terms shall at all times be subject to Mirion's approval of Customer's credit, and Mirion may, at any time, decline to make any shipments or deliveries, or perform any work, except upon receipt of payment or upon terms and conditions or security arrangements satisfactory to Mirion.
- 7. Taxes** Unless Mirion expressly states otherwise, all fees and prices quoted or invoiced exclude sales taxes, service taxes, withholding taxes, customs duties, and other taxes and charges, insurance, and costs related to transportation and special packaging requested by Customer, if any. Any such charges and costs shall be paid or reimbursed by Customer. If any withholding taxes apply, Customer shall gross up the invoiced amount to ensure that, after such withholding, Mirion receives the full amount invoiced. Customer shall pay, in addition to the prices quoted, the amount of any present or future customs duties or sales, use, excise or other similar tax applicable to the sale of Products or performance of services covered by these General Terms, or in lieu thereof Customer shall supply Mirion with an appropriate tax exemption certificate.
- 8. Delivery**
 - 8.1 Delivery Terms** Delivery shall be EXW Mirion's site Incoterms 2000
 - 8.2 Delivery Dates** Mirion will estimate the delivery dates for Customer's order. Both full and partial deliveries are authorized hereunder, and Mirion shall not be liable for, nor shall Mirion be in breach of, its obligations to Customer because of any partial delivery made at the time of scheduled delivery or because of any delivery made within a reasonable time after the stated delivery date. Mirion may change any delivery date and such date shall become the agreed upon delivery date unless Customer objects to such date in writing.
 - 8.3 Title** When dosimeters are provided to Customer, the fees paid by Customers constitute fees for the provision of the Dosimetry Services and not for the tangible dosimeter itself, title to which is retained by Mirion.
 - 8.4 Packaging** The Products shall be packed by Mirion and will be delivered for shipment in standard commercial packaging. When special or export packaging is requested or, at the discretion of Mirion, is required under the circumstances to minimize risk of loss or damage in transit, the cost of the same, if not set forth on the Invoice for delivery, may be separately invoiced to Customer.
- 9. Cancellation, Damaged Goods, Replacements**
 - 9.1 Returned Dosimeters** Dosimeters remain the property of Mirion and must be returned (all applicable shipping/postage fees and import taxes are the responsibility of the Customer) to the Company at the end of the Dosimetry Services effective date (or the end of the paid wear period).
 - 9.2 Non-Returned/Damaged Dosimeters** All dosimeters remain the property of Mirion and must be returned (all applicable shipping/postage fees and import taxes are the responsibility of the customer) at the end of each wear period. For each dosimeter (including controls) not returned 90 days after the end of the wear period, or received in damaged condition, you will incur a non-refundable late fee or replacement charge.
 - 9.3 Replacement Dosimeters** All dosimeters remain the property of Mirion. Requests for additional dosimeters that must be replaced due to loss or damage will be subject to a replacement fee, which varies by dosimeter type (Instadose, Genesis Ultra TLD, Apex OSL, rings, etc.) You are responsible for all taxes and shipping fees associated with receiving and returning dosimeters and related products. Services not listed will be quoted upon request.
- 10. WARRANTY AND DISCLAIMERS** ALL SERVICES PURCHASED FROM MIRION/THIS SITE AND THIRD-PARTY SITES TO WHICH IT LINKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MIRION, ITS AFFILIATES AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE DOSIMETRY SERVICES AT ANY

- TIME, INCLUDING CHANGES TO THIS AGREEMENT. MIRION, ITS AFFILIATES AND/OR ITS SUPPLIERS, MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND, TO THE FULLEST EXTENT ALLOWED BY LAW, DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE DOSIMETRY SERVICES, THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE SERVICE, PRODUCTS, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THIS SITE OR THE RESULTS OBTAINED FROM ACCESSING AND USING THIS SITE AND/OR THE SERVICE PURCHASED HEREIN. MIRION DOES NOT WARRANT THAT THE SERVICE, SOFTWARE, CONTENT OR FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, INCLUDING BULLETIN BOARDS OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE USER ASSUMES ALL RISK ASSOCIATED WITH USE OF THIS SITE AND THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION.
- 11. Breach** Any one of the following acts by Customer shall constitute a breach by Customer hereunder: (a) failure to make payment to Mirion for the Dosimetry Services when due; (b) failure to accept conforming dosimeters supplied hereunder; (c) cancellation of the Dosimetry Services other than in accordance with the Cancellation terms of Section 5; (d) filing of a voluntary or involuntary petition on bankruptcy, by any third party against Customer; the institution of any proceedings in insolvency or bankruptcy (including reorganization) against Customer; the appointment of a trustee or receiver of Customer, or an assignment for the benefit of Customer's creditors; or (e) any other act by Customer in violation of any of the provisions hereof. In the event of a breach by Customer, Mirion may terminate the order covered hereby or any part thereof, without any liability or penalty whatsoever, upon written notice. Customer shall pay all costs, including reasonable attorneys' fees, incurred by Mirion in any action brought by Mirion to collect payment or to enforce or otherwise enforce its rights hereunder.
 - 12. LIMITATION OF LIABILITY** UNDER NO CIRCUMSTANCES SHALL MIRION, ITS AFFILIATES AND/OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE, OR FROM INFORMATION PROVIDED ON THE SITE OR BY MIRION. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, LOSS OF USE OF POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, CLAIMS OF CUSTOMER'S THIRD PARTIES FOR SERVICE INTERRUPTION, OR CLAIMS OR PENALTIES OF CUSTOMER OR ITS AFFILIATES FOR ENVIRONMENTAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS. EVEN IF MIRION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, MIRION'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE AMOUNT OF FEES CUSTOMER HAS PAID, OR IS PAYABLE TO MIRION UNDER THE ORDER COVERED HEREBY, AND IF SUCH DAMAGES RELATED TO CUSTOMER'S USE OF THE PRODUCTS OR SERVICES, THEN LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY, OR TO THE EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY HEREIN WILL NOT APPLY TO CUSTOMER'S LIABILITY FROM ANY INFRINGEMENT, MISAPPROPRIATION, UNAUTHORIZED DISCLOSURE OR MISUSE OF MIRION'S PROPERTY, INFORMATION, OR INTELLECTUAL PROPERTY RIGHTS; OR BY ANY BREACH BY THE CUSTOMER OF COMPLIANCE OBLIGATION IN SECTION 13 OR 15 c.
 - 13. Compliance**
 - 13.1 Data Privacy** The parties shall observe and adhere to all applicable laws related to data privacy and security. Mirion Privacy Policies, Data Privacy Notices and applicable Data Processing Agreements can be found online at Mirion Privacy Policy and Data Privacy Notices. If required by law, the terms of the applicable Data Processing Agreement are hereby incorporated by reference into these General Terms.
 - 13.2 Export Control** The parties shall observe and adhere to all applicable laws, regulations and rules relating to the export, re-export, diversion or transfer (in-country) of any goods, software or technical data. The foregoing shall include without limitation the export control laws of (i) the country in which the dosimeters are manufactured, and (ii) to the extent applicable, the United States, the European Union and the country where Customer is located. Customer shall be responsible for obtaining all licenses of the United States, the European Union or the country in which Customer is located (to the extent applicable) for the transfer (in-country), export or re-export of the Products. Customer covenants not to export, supply or otherwise make any of the Dosimetry Services available to any person, entity or in any country listed on any US, European Union, or other applicable list of prohibited or restricted parties or countries, or that will use the Dosimetry Services in any activities directly or indirectly related to nuclear, chemical or biological weapons or missiles capable of delivering such weapons.
 - 14. Force Majeure** Except for payment obligations, non-performance or late performance shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing or late-performing party whether or not similar to the foregoing. If by reason of any such force majeure event, Mirion's supplies of Products are limited, Mirion shall have the right to prorate the available supply in such a manner as it, in its sole discretion, determines appropriate. Deliveries suspended or not made by reason of this Section 14 shall be cancelled without liability, provided that payment obligations for Products already delivered shall otherwise remain unaffected.
 - 15. General**
 - 15.1 Proprietary Rights** Mirion retains for itself all proprietary rights in and to all designs, engineering details and other data pertaining to any Products sold except where rights are assigned under written agreement by a corporate officer of Mirion.
 - 15.2 Sale Conveys no License** The Products sold hereunder are offered for sale and are sold by Mirion subject to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent for the design, manufacturing or sale of Mirion Products of proprietary rights.
 - 15.3 Compliance with Law** Each party shall perform all acts necessary to comply with, and shall cause their respective officers, directors, employees, contractors and agents to comply with, any and all national and local laws/regulators applicable to each of them.
 - 15.4 Choice of Law/Arbitration** These General Terms and any related dispute between the parties shall be governed by the laws of the State of Tennessee, excluding its conflict of laws principles.
 - 15.5 Assignments** Customer may not assign its rights or obligations under these General Terms without the prior written consent of Mirion, and any purported assignment without such consent shall have no force or effect. Mirion may assign these General Terms without Customer's consent.
 - 15.6 Waiver** Any waiver by Mirion of any default by Customer hereunder shall not be deemed to be a continuing waiver of such default or a waiver of any other default or any other term or condition of these General Terms.
 - 15.7 Entire Agreement** These General Terms, along with the documents incorporated by reference on the face hereof (but expressly excluding the terms and conditions of Customer's purchase order or any similar document issued by Customer) constitute the entire agreement between Customer and Mirion with regard to the Products listed on the face hereof, and expressly supersedes and replaces any prior or contemporaneous agreements, whether written or oral, relating to such Products or services.
 - 16. Customer Service & Support** Our Customer Service Department is available by phone at (800) 251-3331 / and by email at csd-support@mirion.com to assist with any account, product/service, or payment related requests. If you feel there is an error, please contact Customer Service (by phone or email) within 30 days of receipt of the invoice. Such explanation should include a statement of the amount of charges that you feel are in error. The balance of the invoice will remain due and payable. You agree and acknowledge that the Company shall not be responsible for any adjustments or account oversights that remain unaddressed past the 60th day of invoicing.

We hereby certify that these goods were produced with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Act, as amended, and of regulations and order of the U.S. Dept. of Labor Issued under Section 14 hereof.

USE OF THIS DOSIMETRY SUBSCRIPTION CONSTITUTES YOUR CONSENT TO THE ABOVE TERMS AND CONDITIONS

*Also available online: <https://www.mirion.com/dsd/terms>
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