

ELEMENT MATERIALS TECHNOLOGY
TERMS AND CONDITIONS (KINGDOM OF BAHRAIN)

- 1. Formation of Contract**
- 1.1 These

Terms and Conditions

theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

- 4.2 The Company will use its reasonable endeavours to complete Services and provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like

Report

Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i) any delay in

time to time, including without limit those of the European Union, the United Kingdom, the United States and the United Nations.

- 13.1 If the Customer becomes subject to any of the events listed in sub-condition 13.2, the Company may terminate the Contract with immediate effect by giving written notice to the Customer.
- 13.2 For the purposes of sub-condition 13.1, the relevant events are:
 - 13.2.1 if the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedy within the period specified in the said notice;
 - 13.2.2 if the Customer fails to make payment of the Consideration within the specified time;
 - 13.2.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
 - 13.2.4 an encumbrancer takes possession, or a suer

20.3.7 not authorise any sub-