

ELEMENT MATERIALS TECHNOLOGY
ELEMENT CONSTRUCTION TESTING (S) PTE. LTD.
TERMS AND CONDITIONS

MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING
IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED

Consideration under the Contract and whether or not the Company has

- 12.3 If any aspect or element of the Services (including any Sample) is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.
- 12.4 This condition 12 shall survive termination of the Contract.

13. Termination

For the purposes of this condition **13**, "Sanctions Rules" shall mean any

- (a) notify the Data Controller as soon as reasonably practicable;
 - (b) assist the Data Controller by implementing appropriate technical and organisational measures to enable the Data Controller to comply with any exercise of rights by an individual whose information is contained in the Personal Data under any Data Protection Laws in respect of Personal Data processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor in full for all costs reasonably incurred by the Data Processor performing its obligations under this sub-condition 20.3.3;
- 20.3.4 ensure that at all times it has in place appropriate technical and organisational measures as required by Section 24 of the PDPA;
- 20.3.5 ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;
- 20.3.6 implement appropriate organisation and technical measures to assist the Data Controller in meeting its obligations in relation to Parts III to VI of the PDPA, taking into account the nature of processing and the information available to the Data Processor;
- 20.3.7 not authorise any sub-contractor to process the Personal Data ("**sub-processor**") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors who may from time to time be engaged by the Data Processor who in each case are subject to terms between the Data Processor and the sub-processor which are no less protective than those set out in this condition 20, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and
- 20.3.8 cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Data Controller's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that the Data Processor is required to retain the Personal Data due to a legal or regulatory requirement, or by a requirement of an accreditation body.
- 20.4 The Data Processor shall make available minaminredit31(a)4(p)4(p)4(r)-

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

27. Governing Law

27.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual

CERTIFICATION SERVICES ANNEX

Where the Company is providing certification Services the terms of this Annex shall apply. In the event of a conflict between the Terms and Conditions and this Annex, the terms of this Annex shall apply. Capitalised terms used in this Annex shall have the meaning ascribed to them in the Terms and Conditions, unless otherwise provided in this Annex.

The following terms shall have the following meanings in this Annex:

"Standard" means a document which contains details of specified requirements and methodologies for testing and/or inspection and/or certification against which the System, product, installation or person is assessed;

"System" means the organisational structure, responsibilities, activities,

