

# ELEMENT MATERIALS TECHNOLOGY

## TERMS AND CONDITIONS (US)

### 1. Formation of Contract

- 1.1 These terms and conditions ("**Terms and Conditions**") together with any quotation, proposal, estimate, or fee quote ("**Quotation**") provided by or on behalf of the Company (as defined in this sub-condition) shall apply to all contracts for the supply of testing, calibration and/or other services ("**Services**") carried out by Element Materials Technology Washington DC LLC (a Delaware limited liability company), a member of the Element Materials Technology Group ("**Company**") providing the services contemplated therein to the customer ("**Customer**").
- 1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Customer's purchase order or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the Company's confirmation of order, or implied by law (unless the law in question cannot be excluded), trade, custom, practice or course of dealing. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 Written and oral Quotations shall be valid for sixty (60) days from the date thereof and the Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and no contract shall come into existence except in accordance with sub-condition 1.4.
- 1.4 The Customer's purchase order or the Customer's acceptance of a Quotation constitutes an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions. No offer placed by the Customer shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those 5(o)4(v)7(ide)6( )-199(t)-5(h)4()-199(t)7GTm0 g34(t)-5(h)4(e19(s)-6(e)4( g[Ter)s4(r)20( )]TJETQq0.00008875

to

company of that party, and any subsidiary of a holding company of that party.

3.7



Property Rights belonging to the Company (including trade marks) pursuant to this Contract.

Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

8.8 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

8.8.1 death or personal injury to the extent resulting from the Company's negligence; or

8.8.2 liability incurred by the Customer to the extent resulting from fraud or fraudulent misrepresentation by the Company; or

8.8.3 any other

12.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the Company is required to do as a result, including the

## 20. Data Protection

For the purposes of this condition 20, "**Data Protection Laws**" shall mean (a) up to and including 24 May 2018 the Directive 95/46/EC as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, and (b) on and from 25 May 2018 the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and/or (c) any federal, state, local, international or other applicable laws, rules or regulations governing the use and protection of data..

20.1 Within this condition 20. "**Process/Processing/Processed**", "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**Personal Data Breach**" shall have the same meaning as in the Data Protection Laws; provided that the US Data Protection Laws shall be controlling

22.2.1 it is required to do so by any governmental,