

ELEMENT MATERIALS TECHNOLOGY

ELEMENT CONSTRUCTION TESTING (M) SDN. BHD.

TERMS AND CONDITIONS

1. Formation of Contract

- 1.1 Terms and Conditions of Sale shall apply to all any quotation, proposal, estimate or fee quote ("Quotation" ) provided by or on behalf of the Company (as defined below) shall apply to all

4. Services

4.1 Subject to the remaining sub-conditions of this condition 4, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the Company gives no warranty that any result or objective can be achieved through the Services and that, where results are based on smaller scale tests and 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 in respect of the Services. The Company shall not be liable to the 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 the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay.

4.3 The Company shall be subject to any obligation it may have to comply with any law or other regulation binding on it which may be in force from time to time.

4.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given to the Customer in accordance with sub-condition 2.1.

4.5 In relation to radiography reports and film delivered or interpreted as part of the performance of the Services, the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.

4.6 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.

4.7 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its





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")

disputes or claims) shall be governed by and construed under the laws of Malaysia.

27.2 Each party irrevocably