

ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (OMAN)

1. Formation of Contract

- 1.1 These terms and Conditions WRJHWKHU ZLWK any quotation, proposal, estimate or fee quote ("Quotation" ) provided by or on behalf of the Company (as defined below) shall apply to all contracts for the supply of testing, calibration and/or other services Services FDUULHE Element Materials Technology ME Limited LLC Company SURYLGGLQJ WKH VHUYL FHV FRQWHP SODWHG WKHUHLQ RQ EHKDOI RI D FXV Customer 3
- 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 &RPSDQ\ V FRQILUPDWLRQ RI RUGHU la LPSOLHG E\ ODZ XQOHVV WKH question cannot be excluded), trade custom, practice or course of dealing. \$Q\ SKUDVH LQWURG XifudgE\ include Writ UPV 3 particular RU DQ\ VLPLODU H[SUHVVLRQ VKDOO EH FRQVWUXB\ Ara R" HG



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 L Q U H V S H F W R I W K R e p o r t H U Y R U F H V H U W K L H L F D W H W K H U H R Q W R W K H Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i) any reasonable

- 8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and
- 8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been  
GHIHFWLYH RU WR ZKLFK & XVWRPHU ¶ V FODLP RWKHU ZLVH UHODWHV
- 8.5 Except where the Services are provided to a person who deals as a consumer (within the meaning of the Consumer Protection Law, promulgated by Royal Decree 66/2014), all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.
- 8.6 The Customer acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.
- 8.7 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:
- 8.7.1 breach of any law by the Customer in connection with the performance of the Services;
- 8.7.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or
- 8.7.3



