

ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (US)

1. Formation of Contract

1.1 These terms and Conditions, WRJHWKHU ZLWK any quotation, proposal, estimate, RU IHH TOUGH <sup>3</sup> SURYLGHG 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 V HUYL <sup>3</sup> FDUULH Element Materials Technology Minneapolis - Brooklyn Park, a division of Element Materials Technology Portland - Evergreen Inc. Company SURYLGLQJ WKH V HUYLFHV contemplated therein to the Customer.

1.2 These Terms and Conditions shall supersede and override any terms or FRQGLWLRQV FRQWDLQHG LQ RU UHIHUUHG WR LQ WKH &XVWRPHU\ V SXUFKDVH RUGHU 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 RU LPSOLHG E\ ODZ XQOHVV WKH ODZ LQ question cannot be excluded), trade, custom, practice or course of GHDOLQJ \$Q\ SKUDVH LQWURGXFHG E\ WKH WHUPV <sup>3</sup>



5.4 When testing, analysis or other services are carried out, the Company shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the Customer unless the Customer notifies the Company in writing before delivery to the Company and the property itself delivered to the Company is clearly PDUNHG 3'R 1RW 'HVVUR\ RU 'DPDJH' ,I VXFk QRWLFH LV JLYHQ DQG WKH &XVWRPHU¶V SURSHUW\ LV VR ~~liable for~~ WKH &RPSDQ¶V OL &XVWRPHU¶V VROH DQ ~~for damage to or destruction of~~ WKH &XVWRPHU¶V SURSHUW\ LV OLPLWHG WR WKH OHVVHU RI

5.4.1 WKH YDOXH RI &XVWRPHU¶V SURSHUW\ RU

5.4.2 the cost of the Services performed on the damaged or destroyed property pursuant to the Contract.

6. Re-Delivery

6.1 7KH &RPSDQ\ ZLOO DW WKH &XVWRPHU¶V UHDVQRDEOH ZULWWHQ UHTXHVW GHOLYHU WKH &XVWRPHU¶V SURSHUW\ RWKHU WKDQ WKDW ZKLFK LV GHVWUR\HG DV SDUW RI the Services) back to the Customer after performing Services relating to that property. The Company may use any method of delivery that it reasonably decides and will do so as the agent of the Customer and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Customer shall make any and all claims for property damaged in transit directly and solely against such delivery company or other person.

6.2 Unless specifically instructed to the contrary in writing by the Customer, WKH &RPSDQ\ UHVHUYHV WKH ULJKW WR SURSHUO\ GLVSRVH RI &XVWRPHU¶V property after completion of the Services provided that the length of time &XVWRPHU¶V SURSHUW\ LV NHSW DIWHU FRPSOHWLRQ RI WKH 6HUFLFHV EHIRUH EHLQJ destroyed will be at the absolute discretion of the Company. The Company reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is, in the sole opinion of the Company, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the Company as to the





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 ' D Q G Personal Data Breach ' VKDOO KDYH WKH VDPH PHDQLQJ DV LQ WKH 'DWD Protection Laws; provided that the US Data Protection Laws shall be controlling should there be a conflict between any Data Protection Laws

22.2.4 it is information which subsequently becomes public knowledge other than by breach of the Contract by the Recipient.

22.3 In the event of an information request being made to a Recipient pursuant to any applicable freedom of information laws in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.

22.4 The obligations of the parties under this condition 22 shall continue to apply without limit of time.

### 23. Export Control License

For the purposes of this condition 23 Export Control License VKDOO mean any public or governmental license, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any United States or foreign authority which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, or re-export products and/or provision of services, and/or transfer of technology and/or Intellectual Property Rights including without limitation, the U.S. Export Administration Regulations, and the U.S. International Traffic in Arms Regulations.

23.1 7KH & RPSDQ\|V SHUIRUPDQFH RI LWV REOLJDWLRQV XQGHU WKLW & RQWUDFW PD\ wholly or partly, be subject to Export Control Licenses. If any such Export Control License requires signed end user certificates or any other United States or foreign governmental or court approvals or consents, the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Customer undertakes to conform to and apply the terms of such, end user certificates, Export Control Licenses or restrictions.

23.2 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company carrying out any Service, of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is banned from such transaction.

23.3 The Company shall make reasonable efforts to obtain the necessary Export Control Licenses, but the parties acknowledge that the issuance of Export Control Licenses is at the sole discretion of the relevant authorities. If any necessary Export Control License is delayed, denied or revoked, the Company shall notify the Customer thereof in writing as soon as reasonably practicable, and the Company shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control License denied or revoked, terminate the Contract, wholly or partly, without liability in relation to the Customer.

23.4 Should the Services or any product of the Company be subject to any Export Control Licenses or any other United States or foreign governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licenses or restrictions.

### 24. Anti-Corruption

24.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act 2010 ( 3 \$ Q-0 Corruption Laws DQG WKDW LW VKDOO QRW do9.3 Tm 24(a)4(p)4(p)4(ly)6( )-100.3 Tm 0 1 236.33 209.3ble lawsorm , o 1 236.33 20act haion.82 49leay 1mime ubject 519( )-303(a)12 Co519( )r5(a)-