

ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (US)

1. Formation of Contract

- 1.1 These terms and Conditions apply to any quotation, proposal, estimate, or contract entered into by Element Materials Technology, Inc. ("Element") and its affiliates, subsidiaries, and agents.

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\ &RPSDQ\ UHVVHUYHV WKH ULJKW WR SURSHUO\ GLVSRVH RI &XVWRPHU¶V VROH DQ GORDAFAGEW\ OR DZSTRUCTUR BFG\ 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 UHDVVRQDEOH ZULWWHQ UHTXHVV GHOLYHU WKH &XVWRPHU¶V SURSHUW\ RWKHU WKDQ WKDW ZKLFK LV GHVVUR\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\ UHVVHUYHV 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 length of time such property is kept before being destroyed.

7. Title & Security

Title to th &XVWRPHU¶V SURSHUW\ ZKLFK LV GHOLYHUHG WR WKH &RPSDQ\ DQG all risk of loss or damage to such property (except for loss or damage caused by the Company and for which and to the extent that the Company accepts liability under these Terms and Conditions) shall remain with the Customer at all times, who shall be responsible for effecting and maintaining its own insurance coverage thereof, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance. The Company may retain all property delivered to it until all sums due and owing to the Company by the Customer have been paid.

8. Liability and Indemnity

8.1 This condition 8 sets out the entire financial liability of the Company, its employees, agents and sub-

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

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 and thereafter the GDPR shall have priority.

20.2 The Customer agrees not to provide or otherwise make available Personal Data to the Company, other than business contact information (for example, business, telephone number, job title, and email address), unless otherwise required for the provision of the Services, in which case such additional Personal Data shall be specifically identified in advance by Customer and agreed to in writing by the Company.

20.3 Where Personal Data is Processed by a party under or in connection with the Contract that party, as Data Processor, shall:

20.3.1

