

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 TQUTWU 3 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 VHUYL Services 3 FDUULH Element Materials Technology Shreveport, a division of Element Materials Technology Lafayette LLC Company SURYLGLQJ WKH VHUYL FHV to the QWHP SODWHG WKHUHLQ FXVWR Customer 3
  - 1.2 These Terms and Conditions shall supersede and override any terms or FRQGLWRQV FRQWDLQH G LQ RU UHIHUHG WR LQ WKH &XVWRPHU TV 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 TV FRQILUPDWRQ RI RUGHU RU LPSOLHG E \ ODZ XQOHVV WKH ODZ LQ question cannot be excluded), trade, custom, practice or course of GHDOHQJ \$Q SKUDVH LQ WUJROX FHGE \ WKH WHUPV 3 particular RU DQ VLPLODU HVSODVH ILLUSTRATIVE DOO 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 7KH &XVWRPHU TV SXUFKDVH RUGHU RU WKH &XVWRPHU TV DFFHSDQFH RI D 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 Services on these Terms and Conditions will be established (such contract, together with these Terms and Conditions, W KH contract 3
  - 1.5 No acceptance or acknowledgement, even if in writing and signed by the

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

3.7 The Customer undertakes that during the provision of the Services and for 6 months following completion thereof, the Customer shall not

3.7.1

5.4 When testing, analysis or other services are carried out, the Company

8.8.1 death or personal injury to the extent resulting from the & R P S D 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 matter which may not be limited or excluded by law to the extent arising out of the errors or omissions of Company.

8.9 This condition 8 shall survive termination of the Contract.

## 9. Intellectual Property Rights

9.1 In this condition 9, the following definitions apply:

Intellectual Property Rights : all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, r

12.3 If any aspect or element of the Services (including any Sample) is, or is likely to be, th



