

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.

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\ SURSHU\ LV VR Bbity Mnd Ghe WKH &RPSDQ\ V OL &XVWRPHU\ VROH DQ Cor dfrage to or destruction of G\ WKH &XVWRPHU\ SURSHU\ LV OLPLWHG WR WKH OHVVHU RI

5.4.1 WKH YDOXH RI &XVWRPHU\ SURSHU\ 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\ UHdVVRQDEOH ZULWWHQ UHTXHVW GHOLYHU WKH &XVWRPHU\ SURSHU\ 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

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

