

ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (China)

1. Formation of Contract

- 1.1 These terms and conditions ("**Terms and Conditions**") together with 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**") carried out by Element Materials Technology Shenzhen Ltd ("**Company**") providing the services contemplated therein to a customer ("**Customer**").

3.2.3 in a manner otherwise specified in the Quotation, incl.3

- 4.7 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.
- 4.8 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavors to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the Company. All Reports are prepared on the basis that:
- 4.8.1 there is no responsibility to any person or body other than the Customer;
 - 4.8.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;
 - 4.8.3 the Report is determined solely by the professional analysis undertaken by the Company's staff on each individual Contract and any forecasts by the Company of the results is an estimate only;
 - 4.8.4 the Company is entitled to be paid the Consideration irrespective of the results or conclusions reached in the Report;
 - 4.8.5 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and
 - 4.8.6 the results are final and approved by the Company. The Company shall be under no liability where the Customer has acted on preliminary, unapproved results or advice.

them on which Services are carried out and any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

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must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage,

18. No Partnership or Agency

18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. Third Parties

A person who is not a party to the Contract shall not have any rights under the Contract Law and any applicable law of People's Republic of China

