

## ELEMENT MATERIALS TECHNOLOGY

### TERMS AND CONDITIONS (UK)

#### 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 Oil & Gas UK Limited





- 13.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the Company is required to do as a result, including the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding Consideration under the Contract and whether or not the Company has closed the Customer's file in respect of the matter.
- 13.3 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 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, the Company may not, in its absolute discretion, be prepared to provide expert testimony.
- 13.4 This condition 13 shall survive termination of the Contract.

**14. Termination**

For the purposes of this condition 14, "Sanctions Rules" shall mean any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the European Union, the United Kingdom, the United States and the United Nations.

14.1

- (b) assist the Data Controller by implementing appropriate technical and organisational measures to enable the Data

class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

**27. No Waiver**

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

**28. Governing Law**

28.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims)