

# ELEMENT MATERIALS TECHNOLOGY SUWON. LTD.

## TERMS AND CONDITIONS

### 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 Suwon. Ltd., a member of the Element Materials Technology group ("**Company**") providing the services contemplated therein on behalf of a customer ("**Customer**").
- 1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Customer's purchase order or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the Company's confirmation of order, or implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative 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 The Customer's purchase order or the Customer's acceptance of a 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 (the "**Contract**").
- 1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Customer's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's purchase order or any other document that conflicts

theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

- 4.2 The Company will use its reasonable endeavours to complete Services and provide written information, results, technical reports, certificates,

PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

- 8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and
  - 8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.
- 8.5 The Customer acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.
- 8.6 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:
- 8.6.1 breach of any law by the Customer in connection with the performance of the Services;
  - 8.6.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in

For the purposes of this condition **13**, "Sanctions Rules" shall mean any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or



