

ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (DE)

1. Formation of Contract

- 1.1 These terms and conditions **Terms and Conditions** 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 | Element Materials Technology Berlin GmbH |
| Company | to 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

9.2 All Intellectual Property Rights (including usage and exploitation rights of copyrights in records, scientific documentary, primary data or electronic

information designated as confidential or which ought reasonably to be considered confidential.

- 22.1 Each party (the "**Recipient**") shall keep all Confidential Information of the other party (the "**Disclosing Party**") in the strictest confidence. Save for the purposes of fulfilling its obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.
- 22.2 Notwithstanding condition 22.1, a Recipient may disclose Confidential Information which it has received if:
 - 22.2.1 it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but then only to the extent it is strictly required to do so);
 - 22.2.2