

**ELEMENT MATERIALS TECHNOLOGY LABORATORY
SOLUTIONS IRELAND LIMITED**

**TERMS AND CONDITIONS FOR THE SALE OF GOODS
(AND ASSOCIATED SERVICES) (UK AND IRELAND)**

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, shall apply to supply of the Goods ("**the Goods**") and, if applicable, associated services identified in the Quotation ("**the Services**") and

- 3.10.1 Company shall provide a Quotation (which shall include an expiry date for when the Goods must be taken i.e. called-off by the Customer, subject to a maximum Call-off Contract period of 12 months).
- 3.10.2 Once the Call-off Contract has been agreed, Company shall purchase the stock and hold it in its warehouse until the Customer submits a Call-off Order (as defined in sub-condition 3.10.4 below), in accordance with the Call-off Contract. Company is entitled to stagger the purchase of stock in accordance with warehousing requirements at its discretion, such stock to be replenished as appropriate upon the customer calling-off the Goods.
- 3.10.3 Without prejudice to sub-condition 3.7, Company shall make upfront payment for the Goods. The Company shall provide an order number to be used for each shipment and invoice sent to Customer. Company is entitled to suspend or terminate the Contract (- and therefore delivery of the Goods under the Call-off Contract) with immediate effect by giving written notice, in the event that any invoices issued are not paid on time and in full.
- 3.10.4 The Customer shall Call-off the Goods via email to the Company salesperson ("**Call-off Order**"). Goods stored at the Company warehouse shall be shipped within 1-2 working

- 10.2.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 570 of the Companies Act 2014;
- 10.2.4 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer;
- 10.2.5 the Customer ceases, or threatens to cease, to carry on business;
- 10.2.6 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly; and
- 10.2.7 if the Company reasonably apprehends that provision of the Goods and/or Services or dealing with the Customer would

17.4 The obligations of the parties under this condition 17 shall continue to apply without limit of time.

18. Export Control Licence

18.1 For the purposes of this condition 18, "**Export Control Licence**" shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any Republic of Ireland, United Kingdom, United States or other foreign authority with jurisdiction over the parties or the Goods subject to the contract which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or Intellectual Property Rights.

18.2 The Company's performance of its obligations under the