

**ELEMENT MATERIALS TECHNOLOGY**  
**ELEMENT TESTING SERVICES (S) PTE. LTD.**  
**TERMS AND CONDITIONS**

**1. Formation of Contract**

- 1.1 **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, inspection, calibration, certification and/or other **Services** Element Testing Services (S) Pte. Ltd. (a company registered in Singapore under company registration number 198004219D) **Company** services contemplated therein to **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 question cannot be excluded), trade custom, practice or course of dealing. **including include in particular** 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 s or 07 549.91 M2 841.96 841.92 omerqaw's puWService

This undertaking shall not apply in respect of any member of the  
or indirectly by the Customer responds to an advertisement placed by



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

- 12.3 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.

12.4 This condition 12 shall survive termination of the Contract.

### 13. Termination

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 designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of Singapore, the European Union, the United Kingdom, the United States and the United Nations.

- 13.1 If the Customer becomes subject to any of the events listed in sub-condition 13.2, the Company may terminate the Contract with immediate effect by giving written notice to the Customer.

13.2 For the purposes of sub-condition 13.1, the relevant events are:

13.2.1 if the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedy within the period specified in the said notice;

13.2.2 if the Customer fails to make payment of the Consideration within the specified time;

13.2.3 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 254(2) of the Companies Act (Chapter 50);

13.2.4 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer;

13.2.5 the Customer ceases, or threatens to cease, to carry on business;

13.2.6 the Company reasonably apprehends that any of the events mentioned at sub-conditions 13.2.1 to 13.2.5 above is about to occur in relation to the Customer and notifies the Customer accordingly; and

13.2.7 if the Company reasonably apprehends that providing the Services or dealing with the Customer would be in breach of Sanctions Rules, the Customer fails to satisfy due diligence requests made by the Company in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Customer does anything which is in breach of, or would cause the Company to be in breach of, Sanctions Rules.

- 13.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest.

13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedieW\*nW\*n9BT/F1 8.04 Tf13s pan71 0 595.90 G[Ter]7(mi)-4(n)4(a)4(e)4(t 8.0430 .-5(o)19( )JTJECe)4(t 8.0Qq.61 Tm[b]4(u)4(s)-6(ine)6(

- 20.3.3 upon receiving any request, complaint or communication relating to the Data Controller's obligations under the Data Protection Laws:
- (a) notify the Data Controller as soon as reasonably practicable;
  - (b) assist the Data Controller by implementing appropriate

**27. Governing Law**

- 27.1 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) shall be governed by and construed under the laws of Singapore.
- 27.2 Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

#### **CERTIFICATION SERVICES ANNEX**

Where the Company is providing certification Services the terms of this Annex shall apply. In the event of a conflict between the Terms and Conditions and this Annex, the terms of this Annex shall apply. Capitalised terms used in this Annex shall have the meaning ascribed to them in the Terms and Conditions, unless otherwise provided in this Annex.

The following terms shall have the following meanings in this Annex:

**"Standard"** means a document which contains details of specified requirements and methods

