

ELEMENT METECH A/S
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

day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.

- 4.6 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.
- 4.7 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavours to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the Company. All Reports are prepared on the basis that:
- 4.7.1 there is no responsibility to any person or body other than the Customer;
 - 4.7.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;
 - 4.7.3 the Report is determined solely by the professional analysis undertaken by the Company's staff on each individual Contract and any forecasts by the Company of the results is an estimate only;
 - 4.7.4 the Company is entitled to be paid the Consideration irrespective of the results or conclusions reached in the Report;
 - 4.7.5 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and
 - 4.7.6 the results are final and approved by the Company. The Company shall be under no liability where the Customer has acted on preliminary, unapproved results or advice.

5. Customers' Property

- 5.1 The Customer shall supply as much information as possible, including a unique purchase order number, reference or authorization, about each Sample and/or Service requirement in order to assist in achieving an efficient service. If a Customer provides the Company with detailed instructions in writing as to the treatment and handling of particular items of its property, the Company will use its reasonable endeavours to comply with such instructions.
- 5.2 The Customer shall inform the Company in writing prior to the Company carrying out any Service on a Customer site or Sample that is of a dangerous or unstable nature, as well as notify the Company of any actual or potential health & safety hazards relating to a Sample and

provide instruction on the safe visiting of the site or safe handling of the Sample. The Customer shall accept full responsibility for appropriate safety labeling pertaining to the Sample and any equipment provided to the Company by the Customer.

- 5.3 The Customer acknowledges and expressly agrees that, subject to sub-condition 5.4 where the Contract specifies that the Services include non-destructive testing of the Sample, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered by Customers to the Company in relation to the Contract. Under no circumstances will the Company be responsible for any additional costs or damages, including consequential damages and indirect costs or losses, resulting from destruction or loss of the
- 5.4 When testing, analysis or other services are carried out, the Company shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the Customer unless the Customer notifies the Company in writing before delivery to the Company and the property itself delivered to the Company is clearly

lity for damage to

5.4.1

5.4.2 the cost of the Services performed on the damaged property pursuant to the Contract.

6. Re-Delivery

- 6.1 The Company will at the

the Services) back to the Customer after performing Services relating to that property. The Company may use any method of delivery that it reasonably decides and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person

8.7.3 any claims arising as a result of any misuse or unauthorized use of any Reports issued by the Company or any Intellectual Property Rights belonging to the Company (including trade marks) pursuant to this Contract.

Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

8.8 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

8.8.1 death or personal injury resulting from negligence; or

8.8.2 liability incurred by the Customer as a result of fraud or

infringes the GDPR or other EU or Member State data protection provisions.

21. Sub-contracting

- 21.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.
- 21.2 The Company may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.
- 21.3 The Contract is personal to the Customer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

22. Confidentiality

For the purposes of this condition 22, "**Confidential Information**" shall mean all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other 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