

**ELEMENT MATERIALS TECHNOLOGY  
METALLURGICAL SERVICES PRIVATE LIMITED  
TERMS AND CONDITIONS**

**1. Formation of Contract**

- 1.1 **Terms and Conditions** **"Quotation")**  
provided by or on behalf of the **Company** (as defined in this sub-condition) shall apply to all contracts for the supply of testing, calibration  
**Services** Metallurgical Services Private Limited, an Element Materials Technology company  
**Company** such 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  
e or course  
of dealing. **including include in particular** shall be construed as

relevant currency. The Company may retain or set off any sums owed to it by the Customer which have fallen due and payable against any sums due to the Customer under this Contract or any other agreement between the parties or any of their Group Companies. "**Group Company**" means, in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

3.6 The Customer undertakes that during the provision of the Services and for 6 (six) months following completion thereof, the Customer shall not:

3.6.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of Customer has had dealings in connection with the Contract and/or the provision of the Services during the 12 months immediately prior to the earlier of the date of the Customer's purchase order or the date of the Quotation; or

3.6.2 employ (directly or through a third party) any person as referred to in sub-condition 3.6.1 or engage them in any way to provide services to the Customer.

been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on

In the event of a breach of this undertaking, which leads to the departure of any person as referred to in sub-condition 3.6.1, the Customer will pay to the Company, on demand, a sum equivalent to 50% of the total annual remuneration package paid by the Company to the individual prior to his or her departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Company.

#### **4. Services**

4.1 Subject to the remaining sub-conditions of this condition 4, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the Company gives no warranty that any result or objective can be achieved through the Services and that, where results are based on smaller scale tests









All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

**26. No Waiver**

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

**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 India.

27.2 All disputes under the Contract shall be referred to arbitration by sole arbitrator mutually appointed by both the Company and the Customer. In the event the Company and the Customer fail to reach an agreement on the nomination of a sole arbitrator within a period of 21 (twenty one) days, then the sole arbitrator shall be appointed by the Council of the Mumbai Centre for International Arbitration  
**MCIA** te to the MCIA for appointing the sole arbitrator. The proceedings of such arbitration shall be goa