

ELEMENT METECH AB

TERMS AND CONDITIONS (Sweden)

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, calibration and/or other services **Services** rried out by Element Metech AB **Company** the 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

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 an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions. No offer placed by the Customer shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established (the **Contract**)
- 1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, o
pertaining to the Services shall constitute acceptance of any provision

with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 2.1.

- 1.6 The delivery to the Company by the Customer of any item for testing or **Sample**
by the Customer to the Company for the provision of any similar services shall, upon acceptance of that Sample or request by the Compan -condition 1.4). If the Company begins such testing, calibration or similar services on that Sample, the offer shall be deemed to have been accepted by the Company and a Contract shall be formed. These Terms and Conditions shall apply to that Contract.

2. Variation including Cancellation, Postponement and Amendment

- 2.1 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an officer or duly authorised signatory of the Company. The variation or waiver must set out the condition(s) or sub-condition(s) to be varied or waived and the detail of each such variation or waiver.
- 2.2 The Customer may cancel, postpone or amend any order (in whole or in part) at any time, provided that the Customer shall pay to the Company the full amount of the Consideration (as defined in sub-condition 3.1

- 8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and
- 8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been
- 8.5 Except where the Services are provided to a person who deals as a consumer (within the meaning of the the Swedish Consumer Contracts Act), all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.
- 8.6 The Customer acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly.
- 8.7 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:
- 8.7.1 breach of any law by the Customer in connection with the performance of the Services;
- 8.7.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or
- 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 fraudulent misrepresentation by the Company; or
- 8.8.3 any other matter which may not be limited or excluded by law.
- 8.9 This condition 8 shall survive termination of the Contract.
- 9. Intellectual Property Rights**
- 9.1 In this condition 9, the following definitions apply:
Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business an

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 the European Union 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

