ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (US)

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 (as defined in this sub-condition) shall apply to all contracts for the supply of testing, calibration and/or other services ("**Services**") carried out by Element Materials Technology Atlanta - Gainesville LLC dba Element Materials Technology Boston-Hopkinton (a Delaware limited liability company), a member of the Element Materials Technology Group ("**Company**") providing the services contemplated therein to the customer ("**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 Company's confirmation of order, or implied by law (unless the law in question cannot be excluded), trade, custom, practice or course of dealing. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar 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.Qq0

company of that party, and any subsidiary of a holding company of that party.

3.7 The Customer undertakes that during the provision of the Services and for 6 months following completion thereof, the Customer shall not

    3.7.1 solicit or entice away (or assist anyone else in soliciting or

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 to the extent resulting from the Company's negligence; or

8.8.2   liability incurred by the Customer to the extent resulting from fraud or fraudulent misrepresentation by the Company; or

8.8.3   any other

12.2

20. Data Protection

For the purposes of this condition 20, "**Data Protection Laws**" shall mean (a) up to and including 24 May 2018 the Directive 95/46/EC as transposed into domestic legislation of each Member State of the European Economic Area and in each case as amended, replaced or superseded from time to time, and (b) on and from 25 May 2018 the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and/or (c) any federal, state, local, international or other applicable laws, rules or regulations governing the use and protection of data..

20.1 Within this condition 20. "**Process/Processing/Processed**", "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**Personal Data Breach**" shall have the same meaning as in the Data Protection Laws; provided that the US Data Protection Laws shall be controlling should there be a conflict between any Data Protection Laws and thereafter the GDPR shall have priority.

20.2 The Customer agrees not to provide or otherwise make available Personal Data to the Company, other than business contact information (for example, business, telephone number, job title, and email address), unless otherwise required for the provision of the Services, in which case such additional Personal Data shall be specifically identified in advance by Customer and agreed to in writing by the Company.

20.3 Where Personal Data is Processed by a party under or in connection with the Contract that party, as Data Processor, shall:

20.3.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than as required to meet the other party's (as Data Controller) lawful, documented and reasonable instructions (which shall unless otherwise agreed be to process Personal Data as necessary to provide the Services pursuant to the terms of this Contract), unless required by a law to which the Data Processor is subject, provided that in such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. In particular, the Data Controller instructs the Data Processor to transfer data outside the EEA subject to the Data Processor complying with the requirements of Articles 45 to 49 of the GDPR;

20.3.2 upon becoming aware of a Personal Data Breach:

(a) notify the Data Controller without undue delay; and

(b) provide reasonable co-operation (at the cost of the Data Controller) to the Data Controller in connection with the Personal Data Breach;

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 technical and organisational measures to enable the Data Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice, or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor in full for all costs reasonably incurred by the Data Processor performing its obligations under this sub-condition 20.3.3;

20.3.4 ensure that at all times it has in place appropriate technical and organisational measures as required by Article 32 of the GDPR and any other app94.3435u0 g0 G[380ETQq0.000008875 06e1c)-6(le)[ )]TJETQq0.09(i)10 0 g0 G008875 0 595.56 842.04 reW*nQq0.000008875 0

22.2.1   it is required to do so by any governmental, local