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 below) shall apply to all contracts for the supply of testing, calibration and/or other services ("Services") carried out by Element Materials Technology Antwerp N.V. ("Company"), providing the services contemplated therein to a customer ("Customer").

1.2 These Terms and Conditions shall supersede and override any terms or conditions (whether written or contained in any document) 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. 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, of the Customer's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's purchase order or any other document that conflicts 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 calibration by the Company (a "Sample") or the delivery of any request by the Customer to the Company for the provision of any similar services shall, upon acceptance of that Sample or request by the Company, constitute an offer (as referred to in sub-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 a director 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) relating to such order incurred by the Company prior to the date of the cancellation, postponement or amendment plus any other losses, expenses and costs incurred by the Company as a result of the cancellation, postponement or amendment.

2.3 The Company reserves the right to review and amend any Quotation or other documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, the Company shall not be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay.

2.4 The Company's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or regulation binding on it which may be in force from time to time.

2.5 Any employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given in writing in accordance with sub-condition 2.1.

3. **Prices & Payment**

3.1 The Customer shall pay the Company the charges set out in the Quotation, if applicable, or as otherwise contemplated for the provision of the Services ("Consideration") and shall pay the Company on demand for any additional cost under the provision of the Services ("Costs"), unless expressly agreed otherwise in writing.

3.2 The Company may issue invoices in respect of Services:

3.2.1 upon completion of the Services; or
3.2.2 upon completion to the Company's reasonable satisfaction of separate parts of the Services, in which case, the Company will give the Customer notice for that proportion of the total Consideration for the Services performed under the Contract; or
3.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

3.3 The Customer shall pay the Consideration and Costs stated in any invoice issued by the Company provided pursuant to these Terms and Conditions in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. The Consideration shall be paid free and clear of, and without deduction for and on account of, tax unless the Customer is required by law to make such payment subject to the deduction of withholding tax, in which case the sum paid by the Customer shall be increased to the extent necessary to ensure that after such deduction or withholding the Company receives an amount equal to Consideration and Costs it would have received had no such deduction or withholding been required.

3.4 The Customer shall pay the Consideration and Costs to the Company by electronic bank transfer in cleared funds in the currency specified in the Company's Quotation, proposal or order confirmation. All payments due to the Company shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by lawyers acting for a party to a dispute.

3.5 In default of payment within the thirty (30) days, the Company may: suspend any further Services being carried out for the Customer; withhold the provision of Reports (as defined in sub-condition 4.2); alter or withdraw credit terms; and amend terms, prices or service levels. The amount outstanding from time to time shall bear interest, calculated from the due date of the invoice to the date of receipt of the amount in full at the rate of one (1) % per month.

3.6 The Customer 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.

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, (subject to 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 and theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

4.2 The Company will use its reasonable endeavours to complete Services and provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "Report") or certificate thereon to the Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay.

4.3 The Company's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or regulation binding on it which may be in force from time to time.

4.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given in writing in accordance with sub-condition 2.1.

4.5 In relation to radiography reports and film delivered or interpreted as part of the performance of the Services, the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer is required by the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the
The Customer reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is, in the sole opinion of the Company, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the Company as to the length of time such property is kept before being destroyed.

Title & Security
Title to the Customer’s property which is delivered to the Company and all risk of loss or damage to such property (except for loss or damage caused by the Company and for which and to the extent that the Company accepts liability under sub-condition 5.2) shall remain with the Customer at all times, who shall be responsible for effecting and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance. The Company may retain all property delivered to it on account of claims due and owing to the Company by the Customer have been paid.

8. Liability and Indemnity

8.1 This condition 8 sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract, any use made of Samples or any of them on which Services are carried out and any representation, statement or tortuous act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

8.2 Other than as expressly set out herein and as specifically warranted in writing to the Customer by a director or duly authorised signatory of the Company in accordance with sub-condition 2.1, all warranties, conditions and other terms implied by statute are, to the fullest extent permitted by law, excluded from the Contract.

8.3 SUBJECT TO THE REMAINING SUB-CONDITIONS OF THIS CONDITION 8, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION OR OTHERWISE FOR:

8.3.1 LOSS OF PROFITS; LOSS OF BUSINESS, LOSS OF REVENUE; LOSS OF MARKETS; LOSS OR DAMAGE INCURRED AS A RESULT OF A THIRD PARTY CLAIM; DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; OR

8.3.2 ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.

8.4 SUBJECT TO CONDITIONS 8.3 AND 8.8, THE COMPANY’S TOTAL LIABILITY TO THE CUSTOMER IN CONTRACT, TORT (INCLUDING CLAIMS FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE SERVICE SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) €6,000 OR (ii) THE CONSIDERATION PAID TO THE COMPANY IN RESPECT OF THE SERVICES PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM.

Save in the case of fraud, fraudulent concealment or wilful intent by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

8.4.1 the Company 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 defective or to which Customer’s claim otherwise relates.

8.5 Except where the Services are provided to a person who deals as a consumer (within the meaning of the Code of Economic Law), 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 Company agrees and hereby indemnifies, 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 or suit brought 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 negligence of the Customer, a result of fraud, fraudulent misrepresentation or wilful intent 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:

Intelectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

9.2 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the Company unless otherwise expressly agreed as part of the Contract.

9.3 Ownership and Copyright in the Report shall remain with the Company. Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-license), subject to the terms of sub-condition 9.2 and this sub-condition 9.3.

9.4 All Intellectual Property Rights in all service mark(s), trade mark(s), certification mark(s) and other names and logos owned by the Company shall remain the property of the Company and cannot be sold or licensed by the Customer.

9.5 When certification is granted the Company shall award a licence to the Customer to use the Company’s certification mark(s) and logos for the certification validity period, subject to the applicable terms of use (as amended from time to time) which are issued with every certification and are available on request.

9.6 The Customer shall indemnify the Company against all losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

9.7 Except for the rights to use set forth in condition 10, this Contract does not grant and shall not be construed as granting, any rights to either party to any name or mark of the other party. Neither party is granted any right to the other party’s name in connection with any publication and may not give any press release or make any other public announcement regarding this Contract, the Services or any transaction between the parties without the express prior written consent of the other party.

10. Use of Reports

10.1 The Reports constitute confidential information that is to be protected and shall be used solely to:

10.1.1 assist the Customer in completing its internal requirements and the Company in performing Services for the Customer;
10.1.2 comply with the Customer’s customer and other third party requirements for the delivery and use of the data recited in the Reports;
10.1.3 present or respond on a claim in a court of law (provided that, where this is the purpose for which the Report is instructed this has been agreed with the Company in advance of the Report being instructed); or
10.1.4 present or respond as required by law or any regulatory body.

10.2 The Customer hereby undertakes that it shall not:

10.2.1 except as set out in sub-condition 10.1, disclose a Report (or information contained within a Report) to any third party without the prior written consent of the Company;
10.2.2 replicate or present a Report except in full as delivered by the Company without the prior written consent of the Company; or
10.2.3 use a Report, or any portion thereof, in any manner that might reflect unfairly upon the Company or its group, or which might be, or might include statements, interpretations or comments that could be misleading or false.

11. Premises

The Company’s premises (the “Premises”) are a designated security area and:
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 repay 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, remedies, obligations and liabilities that have accrued as at termination.

13.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. Force Majeure
The parties shall not be liable for delay in performing, or failure to perform, any obligation under the Contract if such delay or failure to perform is caused directly or indirectly by any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, riot, accident, terrorism, explosion, strike or labour dispute, any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party’s reasonable control, provided that this condition 14 shall not apply to any obligation to make any payments due to the Company under the Contract.

15. Waiver of Compliance
Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

16. Entire Agreement
16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17. Severability
If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent hereof. In the Company’s sole discretion it may terminate the Contract by not less than seven (7) days’ written notice to the Customer in the event that it considers that such deletion will have a materially adverse effect on its rights under the Contract.

18. No Partnership or Agency
18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. Data Protection
For the purposes of this condition 19, “Data Protection Laws” shall mean up to and including 25 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 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 other applicable data protection legislation in force.

19.1 Within this condition 19, “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.

19.2 The Customer agrees not to provide or otherwise make available Personal Data to the Company, other than business contact information (for example, business name, email address, website) 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.

19.3 Where Personal Data is Processed by a party under or in connection with the Contract the (a) Data Controller and/or (b) Data Processor shall ensure that all their responsibilities and obligations under the Data Protection Laws are complied with and meet the requirements of Articles 33 to 36 of the GDPR.

19.3.1 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 (as Data Processor) or data necessary to perform 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;

19.3.2 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;

19.3.3 upon receiving any request, complaint or communication relating to a Personal Data Breach, the Data Processor's obligations under the Data Protection Laws shall have the same meaning as in the Data Protection Laws.

19.3.4 ensure that at all times it has in place 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 data protection laws, regulations or similar laws; and

19.3.5 provide reasonable cooperation to the Data Controller in connection with 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 data protection laws, regulations or similar laws.

19.3.6 implement appropriate organisational and technical measures to assist the Data Controller in meeting its obligations in relation to Articles 33 to 36 of the GDPR taking into account the nature of processing and the information available to the Data Processor; the Data Processor not authorise any sub-contractor to process the Personal Data ("sub-processor") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Processor’s obligations under its agreement with any sub-processing partner who may from time to time be engaged by the Data Processor who in each case are subject to terms between the Data Processor and the sub-processor which are no less protective than those set out in this condition 19, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and

19.3.7 until the earlier of (i) the deletion of the Personal Data by the Data Processor or (ii) the Data Controller’s reasonable enquiry, notice or investigation under any Data Protection Laws, the Data Processor shall assist the Data Controller in meeting its obligations in relation to Articles 33 and 34 of the GDPR, including the obligations under this sub-condition to provide reasonable cooperation, and the sub-processor.

19.3.8 cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Data Processor’s option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that the Data Processor is required to retain the Personal Data due to a legal or regulatory requirement, or by a requirement of an applicable credit rating agency.
Processor must immediately inform the Data Controller if, in its opinion, an instruction provided by the Data Controller pursuant to this Contract infringes the GDPR or other EU or Member State data protection provisions.

20. **Sub-contracting**

20.1 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.

20.2 The Company may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.

20.3 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.

21. **Confidentiality**

For the purposes of this condition 21, "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.

21.1 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, use, 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 use, disclose, divulge or grant access to such Confidential Information.

21.2 Notwithstanding condition 21.1, a Recipient may disclose Confidential Information which it has received if:

21.2.1 it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but then only to the extent it is strictly required to do so);

21.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;

21.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or

21.2.4 it is information which subsequently becomes public knowledge other than by breach of the Contract by the Recipient.

21.3 In the event of an information request being made to a Recipient pursuant to any applicable legislation in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.

21.4 The obligations of the parties under this condition 21 shall continue to apply without limit of time.

22. **Export Control Licence**

For the purposes of this condition 22, "Export Control Licence" shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any Belgian or foreign authority which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or Intellectual Property Rights.

22.1 The Company's performance of its obligations under this Contract may, wholly or partly, be subject to Export Control Licences. If any such Export Control Licence requires signed end user certificates or any other Belgium or foreign governmental or court approvals or consents the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Customer undertakes to conform to and apply the terms of such, end user certificates, Export Control Licences or restrictions.

22.2 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company carrying out any Service, of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is banned from such transaction.

22.3 The Company shall make reasonable efforts to obtain the necessary Export Control Licences, but the parties acknowledge that the issuance of Export Control Licences is at the sole discretion of the relevant authorities. If any necessary Export Control Licence are delayed, denied or revoked, the Company shall notify the Customer thereof in writing as soon as reasonably practicable, and the Company shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control Licence are denied or revoked, terminate the Contract, wholly or partly, without liability in relation to the Customer.

22.4 Should the Services or any product of the Company be subject to any Export Control Licences or any other Belgian or foreign governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.

23. **Anti-Corruption**

23.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 ("Anti-Corruption Laws") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws. The Customer shall:

23.1.1 comply with the Company's Anti-corruption policies as may be notified by the Company to the Customer and updated from time to time ("Relevant Policies");

23.1.2 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;

23.1.3 promptly notify the Company (in writing) if a foreign public official becomes a director or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as direct or indirect owners, directors or employees at the date of this Contract);

24. **Notices**

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.

25. **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.

26. **Governing Law**

26.1 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 Belgium, to the exclusion of any conflict-of-law rules which would cause the laws of another jurisdiction to apply.

26.2 Each party irrevocably agrees that the courts of Brussels (Belgium) 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).