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 Amsterdam B.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 contained in, or referred to in, the Customer's purchase orders 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, purchase or acceptance shall be binding on any 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, then 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 the Contract in place.

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 signed by both parties or any of their Group Companies.

2.2 The Customer may cancel, postpone or amend any order (in whole or in part) at any time, provided that the Company shall pay to the Company the charges set out in the 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 this sub-condition, includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

2.3 The Company reserves the right to review and amend any Quotation prior to 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, any approval of such additional requests shall remain at the Company's discretion.

3. **Prices and 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 services rendered to 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 invoice 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 for the supply and purchase of those Services on these Terms and Conditions, within thirty (30) days from the date of the invoice, free and clear of any deduction or 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 this sub-condition, includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by solicitors 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.

3.6 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.

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 and theoretical studies, results may require careful validation in order to extrapolate to a production scale.
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 warrants to the Company the completeness and accuracy of all documents, data 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; and
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 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; and
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 not express 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 notify 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 arising from the Company’s performance of the Services, and shall provide the Company with safe access to the Sample and 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 Company may damage or destroy any and all Samples and any other materials or property delivered 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 Customer’s property.

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 marked “Do Not Destroy or Damage”. If such notice is given and the Customer’s property is so marked, the Company’s liability for damage to or destruction of the Customer’s property is limited to the lesser of:

5.4.1 the value of the Customer’s property; or
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 Customer’s reasonable written request, deliver the Customer’s property (other than that which is destroyed as part of 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 do so as the agent of the Customer and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Company shall make any and all claims for property damaged in transit directly and solely against such delivery company or other person.

6.2 Unless specifically instructed to the contrary in writing by the Customer, the Company reserves the right to properly dispose of Customer’s property after three (3) months from completion of the Services. The Company 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.

7. Title & Security

Title to the Company’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, for which the Customer shall be responsible) will pass to or destruction of any property belonging to the Customer unless the Company accepts liability under these Terms and Conditions) shall remain with the Company 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 until all sums 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 part of them on which Services are carried out and any tortious act or omission arising under or in connection with the Contract.

8.2 SUBJECT TO THE REMAINING SUB-CONDITIONS OF THIS CONDITION 8, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN TORT, CONTRACT OR OTHERWISE FOR:

8.2.1 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 ANY INDIVIDUAL CONTRACT; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; OR
8.2.2 ANY CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.

8.3 SUBJECT TO CONDITIONS 8.2 AND 8.6, THE COMPANY’S TOTAL LIABILITY TO THE CUSTOMER IN CONTRACT, TORT OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (I) EUR 6,000 OR (II) THE CONSIDERATION PAID BY THE CUSTOMER FOR THE SERVICES PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM.

8.4 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.

8.5 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:

8.5.1 breach of any law by the Customer in connection with the performance of the Services; or
8.5.2 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
8.5.3 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) for anything other than the Contract Services.

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

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

8.6.1 death or personal injury resulting from negligence; or
8.6.2 damages incurred by the Customer as a result of gross negligence or intentional acts or omissions by the Company; or
8.6.3 any other matter which may not be limited or excluded by law.

8.7 This condition 8 shall survive termination of the Contract.

9. Intellectual Property Rights
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 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 in the course of 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 retain 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 which shall be amended from time to time as the Company may require.

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 press release 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 claim 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 acknowledges that it shall not fail to instruct or fail to enable the Company to do any of the above.

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 unfavorably 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:

11.1.1 the Company reserves the right to refuse admission to the Premises;

11.1.2 unless otherwise agreed in advance by the Company, one visitor per Customer may be admitted on request to witness the Services carried out for that Customer; and

11.1.3 visitors to the Premises shall conform to the Company’s regulations and procedures.

11.2 Where any aspect of the Service is undertaken on premises not occupied by the Company or unless directed otherwise by the Company, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations, and save as otherwise agreed in writing between the parties or where identification of asbestos is part of the scope of the Services to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company’s personnel during the visit to said premises.

11.3 In addition to any specific Customer obligations set out in the Quotation and the provisions of sub-condition 11.2, where Services are provided at the premises of the Customer, the Customer shall: (i) provide the Company with necessary access to any Customer premises; (ii) ensure that any premises provided by the Customer for the provision of any part of the Service is suitable for that purpose; (iii) provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to the Service application or renewal and to any existing arrangements for extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
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, warranties, 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 or warranty that is not set out 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. Third Parties

A person who is not a party to the Contract shall not have any rights to enforce any term of the Contract.

20. Data Protection

For the purposes of this condition 20, "Data Protection Laws" shall mean 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 supplemented 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.

20.1 Within this condition 20, "Processing", "Processed", "Processed", "Data Processor", "Data Subject", "Personal Data" and "Personal Data Breach" shall have the same meaning as in the Data Protection Laws.

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, address, 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 Process, transfer, modify, copy 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;

(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 Processor 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 Law, 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 to ensure compliance with the Data Protection Laws;

20.3.5 ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations;

20.3.6 implement appropriate organisational and technical measures to assist the Data Controller in meeting its obligations in relation to Articles 25, 26, 35, 36 and 37 of the GDPR taking into account the nature of processing and the information available to the Data Processor; 

20.3.7 not authorise any sub-processor to process the Personal Data ("sub-processor") other than with the prior written consent of the Data Controller, it being acknowledged that the Data Controller consents to the appointment of sub-processors 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 20, provided that the Data Processor notifies the Data Controller of the identity of such sub-processors and any change to them; and

20.3.8 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 Controller’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 accreditation body.

20.4 The Data Processor shall make available to the Data Controller such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Data Processor or an auditor mandated by the Data Controller to provide assurance that the Data Processor is in compliance with the obligations set out in this condition 20, provided that this does not oblige the Data Processor to provide or permit access to information concerning:

(i) the Data Processor’s internal pricing information; 

(ii) information relating to other clients of the Data Processor; 

(iii) any Data Processor non-public external reports; or

(iv) any internal reports prepared by the Data Processor’s internal audit or compliance functions. The Data 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.

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 or delegate all or any part of its rights or obligations under the Contract.

21.3 The Customer may not assign or delegate 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 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);

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

22.2.3 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

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

22.3 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 being benefited from an exemption from disclosure.

22.4 The obligations of the parties under this condition 22 shall continue to apply without limit of time.

23. Export Control Licence

For the purposes of this condition 23, "Export Control Licence" shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any Dutch 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.

23.1 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 Dutch 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 undertake to conform to and apply the terms of such, end user certificates, Export Control Licences or restrictions.

23.2 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.

23.3 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.

23.4 Should the Services or any product of the Company be subject to any Export Control Licences or any other Dutch 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.

24. Anti-Corruption

24.1 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 US Foreign Corrupt Practices Act of 1977 ("Anti-Corruption Laws") and that it shall not, 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:

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

24.1.2 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;

24.1.3 promptly notify the Company (in writing) if a foreign public official becomes an officer 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, officers or employees at the date of this Contract);

25. 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.

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 the Netherlands.

27.2 Each party irrevocably agrees that the courts of Amsterdam, the Netherlands 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).