

# ELEMENT METECH GmbH

## TERMS AND CONDITIONS (DE)

### 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 Metech GmbH ("**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 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.
- 1.3 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.
- 1.4 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 until the conclusion of a Contract (as defined below). 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 1.5.
- 1.5 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**").
- 1.6 No acceptance or acknowledgement, even if in writing and signed by the

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

- 3.9.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of the Company's staff with whom the 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
- 3.9.2 employ (directly or through a third party) any person as referred to in sub-condition 3.9.1 or engage them in any way to provide services to the Customer.

This undertaking shall not apply in respect of any member of the Company's staff who without having been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on the Customer's behalf.

In the event of a negligent or willful breach of this undertaking by the Customer, which leads to the departure of any person as referred to in





For the purposes of this condition 13, "**Sanctions Rules**" shall mean any applicable trade or economic sanctions, export control, embargo or

set out in this condition 20, provided that the Data Processor