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 as otherwise contemplated for the provision of the Services (together "Consideration") 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 the terms set out therein. If the 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 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.

1.7 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 for the provision or supply of those Services (other than the Quotation) shall constitute an offer (as referred to in sub-condition 1.5). 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 signed by an officer or duly authorised signatory of the Company. The variation or waiver must be in accordance with the Contract. All payments due to the Company under this Contract or any other agreement between the parties.

2.2 The Customer may cancel or postpone any order (in whole or in part) at any time.

2.3 In case of postponement or cancellation of an order after the conclusion of a Contract, the Customer shall pay to the Company the full amount of the Consideration (as defined in sub-condition 3.1) relating to such order plus all Costs (as defined in sub-condition 3.1) relating to such order incurred by the Company prior to the date of the postponement or amendment plus any other losses, expenses and costs incurred by the Company as a result of the postponement or cancellation. The Company reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services were requested after the Quotation was given, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, approval of such additional requests shall remain at the Company's discretion.

3. Prices & Payment
3.1 The Customer shall pay to the Company the charges set out in the Quotation, if applicable, or as otherwise contemplated for the provision of the Services (together "Consideration") and shall also pay the Company on demand for any expenses and costs incurred in the provision of the Services (together "Costs"), unless expressly agreed otherwise in writing. Unless otherwise agreed, the charged amounts are net amounts plus statutory VAT. For orders with a value of less than EUR 150.00 net, the Company charges a minimum quantity surcharge of EUR 25.00 plus VAT.

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 any individual lines on the Quotation, or order confirmation.

3.3 The Customer shall pay the Consideration and Costs stated in any invoice for Services 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, statutory value added tax or any other tax or duty unless the Customer is required by law to make such payment to the Company. The Company reserves the right to increase the amount due to the Company by 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 solicitors acting for a party to a dispute.

3.5 If the Customer fails to pay within the thirty (30) days as stated in sub-condition 3.3, it is in default without further notice. In default of payment, 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 day following the occurrence of default based on the statutory interest rate (Basiszinssatz).

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.

3.7 The Customer shall only have a right of retention or right of set-off with regard to such claims that are undisputed or assessed in a legally binding judgement. Incoming payments from the Customer are first used to repay the Costs, then the interest and finally the principal claim according to its age.

3.8 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, is liable to be approached, or has entered into a contract with the Company, which leads to the departure of any person as referred to in
4. Services

4.1 Subject to the remaining sub-conditions of this condition 4, the Company shall provide Services in a satisfactory and workmanlike manner, consistent with industry standards. Unless otherwise agreed between the Company and the Customer, the agreed standard for calibration services provided by the Company shall be DIN EN ISO/IEC 17025. 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. The Company’s maximum liability to the Customer for any delay in the performance of any obligation under the Contract shall not exceed 5% of the Consideration, provided that the delay is due to a slight negligence of the Company.

4.3 The Company’s performance obligations shall be subject to any warranties, representations or assumptions of liability given to the Customer in accordance with sub-condition 2.1.

4.4 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 Company does not notify the Company within this fourteen (14) 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.

4.5 The Customer warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently. 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, in part, on the co-operation of the Customer, and, notwithstanding any information provided by the Customer, all 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;
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 representation, undertaking, 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;
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 results of the Services, 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 is obliged to cooperate to the extent necessary for the proper completion of the Contract, including it shall provide 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. In particular, the Customer shall provide the Company, without being requested to do so, with all documents and information necessary for the execution of the Contract in full and in sufficient time to allow the Company reasonable processing time. The same applies to the provision of information about all processes and circumstances that may be of importance for the execution of the agreed order. The Customer is obliged to provide all communications from the Company and to consult with the Company in the event of any doubt. The Customer shall always provide all information and data requested by the Company completely and truthfully. The Company will assume that the facts, information, data, information and documents provided by the Customer are accurate, correct and complete. If the correctness, completeness and regularity of corresponding information provided by the Customer is not part of the agreed scope of Services of the Company. Another condition only applies if this is expressly agreed.

5.2 The Customer shall inform 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 instruction on the safe visiting of the site or 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.

6. Re-Delivery

6.1 The Company reserves the right to deliver the Customer’s property back to the Customer as specified in sub-condition 6.1 after three (3) months from completion of the Services, whether or not a written request as specified in sub-condition 6.1 has been made, if the Customer fails to inform the Company that the property is to be retained by the Company or covered by insurance. The Company shall cover all costs incurred by the Company by reason of delivery.

7. Title & Security

Subject to the provisions contained in condition 8, the title to the Customer’s property which is delivered to the Company and all risk of loss or damage to such property 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 until all sums due and owing to the Company by the Customer have been paid.

8. Liability and Indemnity

8.1 The Company’s liability for damages, on whatever legal grounds, in particular for impossibility, delay, defective or incorrect performance, breach of contract, breach of duty in contract negotiations and tort, shall be limited in accordance with this condition 8 insofar as fault is involved.

8.2 The Company shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligations to perform in a timely manner major obligations. Material defects are such defects, which, in the light of all individual and general circumstances, are such defects that impair their usability more than insignificantly, as well as advisory, protective and custodial obligations that are intended to enable the Customer to use the Services in accordance with the Contract or are intended to protect the life or limb of the Customer’s personnel or to protect the customer’s property from significant damage.
8.3 In the event of liability for simple negligence, the Company's liability to pay compensation for financial loss shall be limited to an amount of EUR 6,000.00 per case of damage, even if a breach of material contractual obligations is concerned.

8.4 If it turn out as the Company is liable for damages on the basis of sub-condition 8.2, this liability shall be limited to such damages as the Company foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the Services are also only eligible for compensation insofar as such damage is typically to be expected when the Services are used as intended.

8.5 Claims of the Customer for damages arising from this contractual relationship may only be asserted within a limitation period of one year from the time of the conclusion of the contractual relationship, or in the case that a longer limitation period is mandatory by law. The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and agents of the Company.

8.6 If the Company provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of Services, it shall be free of charge and only to the exclusion of any liability.

8.7 If the Company provides technical information or acts in an advisory capacity and this information or advice is part of the contractually agreed scope of Services, it shall be free of charge and only to the exclusion of any liability.

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 usage and exploitation rights, trademarks, 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, rigourous design, rights in patents, designs (including 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 or not the Customer has paid all outstanding Consideration in respect of the Services which the Company is required to do as a result, including the preparation thereof as the Company may charge to customers and/or is safely contained in every area to be visited by the Company's personnel during the visit to said premises.

9.2 All Intellectual Property Rights (including usage and exploitation rights of copyrights 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 in a contractual relationship, i.e. they shall have retroactive effect from the time of the conclusion of the contractual relationship. The Company guarantees that at the time of the effective inclusion of these Terms and Conditions or liability claims are not known.

9.3 Ownership and usage and exploitation rights of copyrights 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 shall remain an irrevocable, royalty-free, non-exclusive licence to use the Report (including the right to sub-license) as set forth in condition 10, 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 agreed by the Customer.

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 others.

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 provisions of the Services carried out for that Customer; and

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 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

10.2 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; This shall not apply where the Customer is obliged to disclose the Reports by virtue of a legal obligation or an enforceable governmental order.

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 unfavourably upon the Company or its group, or which might result in a claim by any third party for damages (including damages for breach of confidence, for the disclosure of confidential information, for misappropriation of confidential information, and for any other cause).

11. Premises

11.1 The Company's premises (the "Premises") are a designated security area and

11.1.1 the Company reserves the rights 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 under its direct control, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations. The Company shall not be liable for the acts of any third parties, including but not limited to the acts of the Customer or any third party, employees or agents of the Customer, or the acts of any other party to whom the Customer has disclosed the Company's Intellectual Property Rights.

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 all essential safety measures are in place to comply with the terms of the contract and the regulations and procedures;

(iii) ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations.

12. Court and Other Proceedings

12.1 In the event that the Customer requires the Company to present the results or findings of Services carried out by the Company in witness statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration.

12.2 In the event that the Customer is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the Company is required to do as a result, including the preparation of any witness statement and the preparation for and appearance at any legal proceedings, unless this has been agreed with the Company in advance of the Report being provided. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.
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 limitation those of the European Union, the United Kingdom, the United States 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 remedying or, if capable of remedying, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedying within the period specified in the said notice;

13.2.2 if the Customer fails to make payment of the Consideration within the specified time;

13.2.3 if the Customer becomes unable to pay according to Section 17 or onlendebarred pursuant to Section 19, in each case, of the German Insolvency Code (InsO), the Customer or any other person files a petition for opening of insolvency proceedings on the assets of the Customer or such proceedings are opened or the opening of such proceedings is rejected for lack of assets;

13.2.4 if a foreclosure in the assets of the Customer takes place;

13.2.5 if the Customer ceases, or threatens to cease, to carry on business;

13.2.6 if 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 by the Company according to this sub-condition, the Customer shall pay to the Company the Consideration and the Costs relating to the Contract in the amount corresponding to the Services that have been rendered by the Company up to the date of termination, unless the parties to the Contract expressly agree otherwise. Saved expenses shall be taken into account. Furthermore, the Customer is obliged to pay to the Company all losses, expenses and costs incurred by the Company as a result of the termination.

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 Company 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, labour dispute, civil war, war, 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 Any agreements reached outside the Contract (such as statements, declarations, promises or warranties) shall have no legal effect.

17. Severability

Should any provision of these Terms and Conditions be or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Any provisions of these Terms and Conditions that are not included or are invalid shall be replaced by the applicable statutory law.
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

20.4.8 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.

20.5 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 Controller 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 always that this requirement shall 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 the BDSG.

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 or any part of the Service.

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

21.3 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.

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.

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.

22.1 Notwithstanding condition 22.1, a Recipient may disclose Confidential Information which it has received if:

22.1.1 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);

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

22.1.3 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

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

22.2 In the event of an information request being made to a Recipient pursuant to any Freedom of Information legislation or the Environmental Information Regulations 2004 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.

22.3 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 United Kingdom 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 United Kingdom or foreign governmental or court approvals or consents the parties agree to assist each other in complying with 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.

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 United Kingdom 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 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:

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 ("Relevant 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);