

# WARRINGTONFIRE SINGAPORE PTE. LTD.

## TERMS AND CONDITIONS

### 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 Warringtonfire Singapore Pte. Ltd. (a company registered in Singapore under company registration number 200912511W), a member of the Element Materials Technology Group ("**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. 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 (to the exclusion of any terms or conditions which the Customer may purport to incorporate or apply in the Customer's purchase order or acceptance) ("**Offer**"). The Company will provide the Customer with a written acknowledgement after receiving the Offer, which the Customer shall execute. The Company shall not be required to commence the provision of the Services unless and until the Company receives such written acknowledgment duly executed by the Customer. The Company's written acknowledgment for the provision of Services shall constitute a separate and distinct contract for the supply and purchase of those Services on these Terms and Conditions (the "**Contract**").
- 1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Customer's Offer or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's Offer 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 Customer may deliver to the Company any item for testing or calibration by the Company (a "**Sample**")

4.1 Subject to the remaining sub-conditions of this condition 4



auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to any Customer supplied premises; and (iv) provide the Company with any permits required for the performance of the Service.

**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 Company 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

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, Customer shall not transfer any Personal Data provided by Company outside of Singapore without Company's prior written consent;

20.3.2

