

**ELEMENT MATERIALS TECHNOLOGY**  
**PURCHASING TERMS AND CONDITIONS (Germany)**

**1 GENERAL**

- a. In these Terms and Conditions (“Conditions”), “Buyer” means the Element Materials Technology group legal entity purchasing Goods and/or Services from the Supplier; “Supplier” means the supplier indicated on the Order; “Goods” means the goods or other materials stated on the Order and any necessary ancillary goods or materials; “Services” means the services stated on the Order and any necessary ancillary services; “Contract” means the contract (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods and/or the Services; “Order” means the Buyer’s order for the Goods and/or the Services from the Supplier; “Supplier’s Warranties” means those warranties as set out in clauses 5a, 5b and 5c.
- b. These Purchasing Terms and Conditions shall not apply to contracts with consumers.
- c. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:
  - i. the Supplier issuing written acceptance of the Order; or
  - ii. any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.
- d. These Conditions and the Order contain all the provisions which the parties have agreed in relation to the subject matter of the Contract and supersede any prior written or oral agreements, representations, proposal documentation or understandings between the parties (including any terms or conditions which the Supplier purports to apply under any brochure, price list, acknowledgement of order or similar document). Deviating or supplementary Conditions by the Supplier require the Buyer’s



appropriate organisational and technical measures to assist the Buyer in meeting its obligations in relation to Articles 33 to 36 of the GDPR taking into account the nature of processing; (vi) not authorise any sub-contractor to process the Personal Data ("**sub-processor**") other than with the prior written consent of the Buyer, which consent shall be conditional on the Supplier ensuring compliance with Articles 28(2) and 28(4) of the GDPR; and (vii) 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 Buyer'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, and for so long as, the Supplier is required to retain the Personal Data due to a legal or regulatory requirement.

- c. If the Buyer receives a request from a Data Subject to exercise any of its rights pursuant to Chapter III of the GDPR, the Supplier shall notify the Buyer as soon as