

TERMS & CONDITIONS OF SALE

1. Definitions:

Customer means the buyer of TECHCET's reports or custom consulting.

Terms and Conditions means TECHCET's Terms and Conditions accepted by the Licensee and supplemented by the Specific Terms called out in TECHCET's Quotation or Invoice. Payment against TECHCET's invoice, signing of the Specific Terms and/or download or use of TECHCET's Reports implies full acceptance of TECHCET's Terms and Conditions.

Agreement means collectively (i) these License Terms and Conditions and (ii) the Specific Terms approved by Licensee, to the exclusions of any other document.

Materials means that which is purchased by the Customer from TECHCET and may include Critical Materials Reports™, consulting deliverables, or other information made available to the Customer as whole or part of a for sale agreement.

License means the conditions of use and distribution of TECHCET's reports. The License is characterized by the Licensee's usage profile (Single-user, or Multi-site, or Market Research Partner) as defined in Specific Terms.

Site means the geographical location of the user of the License and possible secondary facilities from an area within 10-mile radius where the License (s) apply. A site is associated within a country and a single legal entity. The principal Site and its possible secondary Sites are specified in the Specific Terms.

Specific Terms means terms associated with TECHCET's quotation or invoice customized for the Customer.

TECHCET means TECHCET CA LLC, the seller of Materials.

2. Scope

The Contracting Parties undertake to observe the following general conditions when agreed by the Customer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE CUSTOMERAT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Customer. For these purposes, the Customerr accepts these conditions of sales when signing the purchase order which mentions "I hereby accept TECHCET CA LLC'S Terms and Conditions of Sale". This results in acceptance by the Buyer.

Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Customer's address.

3. COPYRIGHT & IP

The materials provided to Client (the "Materials") for this custom project ("Project") are confidential and for the use of TECHCET and Customer only. The Materials contains valuable intellectual property and proprietary information developed or acquired by TECHCET. The information and data in the Materials may be used by Customer on a limited basis in its own documents, provided that those documents are not-for-sale and that TECHCET is clearly referred to as the source of such information and data. Any other use of the Materials requires express written permission from TECHCET.

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- Historical market data
- Industry forecasts and trends
- · Technological forecasts and trends
- Basic market data segmented by market and product
- All raw data obtained on questionnaires.

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Multi-site License: means License applicable to multiple users from one corporate entity, which could be in various locations and countries.

Market Research Partner License (MRPL): means a license to multiple users within Customer's company, regardless of location, and one other company of the Customer's choosing. For example, suppose TECHCET's Critical Materials Report™ (CMR) on Electronic Gases is purchased with an MRPL license by Customer. In that case, Customer may share the CMR report with anyone within their company and share any of the CMR content with one other company of their choosing, with appropriate sources identified therein.

6. TECHCET PORTAL ACCESS ACCOUNT

If Customer uses one of TECHCET's website portals to access information (techcet.com, cmcfabs.org, or criticalmaterials.org), the Customer is responsible for maintaining the confidentiality of the account and password and for restricting access to their computer, and agrees to accept responsibility for all activities that occur under the account or password. TECHCET does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use TECHCET.com only with involvement of a parent or quardian. TECHCET reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

7. RETURNS/REFUNDS POLICY

All sales of products or custom consulting works from TECHCET are non-refundable. Should you have purchased a product in error, please contact us immediately and we will do our best to resolve the issue. This may likely take the form of providing you with a similar product or service of equal or lesser value.

8. PRICING

Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be exclusive of taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.

TECHCET may offer a pre-release discount for the companies willing to acquire in the future the specific report and agreeing on the fact that the report may be released later than the anticipated release date. In exchange for this uncertainty, the Customer will get a pre-release price discount to be mutually agreed to between Customer and TECHCET.



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9. FORCE MAJEURE

TECHCET shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the TECHCET.

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No part of the Materials may be used in any legal proceedings nor may any of the Materials or the information or data contained therein be disclosed to any third party, including investors or affiliated firms belonging to investors, or reproduced or transmitted to any third party, in any form or by any means - mechanical, electronic, photocopying, duplication, microfilming, videotape, verbally or otherwise – without the prior written permission of TECHCET.

12. MISCELLANEOUS

All the provisions of these Terms and Conditions are for the benefit of the seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Customer.

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.

The Seller may, from time to time, update these Terms and Conditions and the Customer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to the Customer in due time.

13. DISPUTES

Any dispute or claim relating in any way to your visit to Techcet.com or to products or services sold or distributed by TECHCET or through TECHCET.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

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There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

14. APPLICABLE LAW

By visiting TECHCET.com, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of California, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and TECHCET.

15. SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our pricing policy, posted on this site. These policies also govern your visit to TECHCET.com. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

TECHCET CA LLC reserves the right to refuse sales or service to anyone if it determines that providing sales or service are not in the best interest of the Company.

16. OUR ADDRESS

TECHCET is a company permanently established in the USA, located, in San Diego CA, USA

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