

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

**1 GENERAL**

a. In these Terms and Conditions (“Conditions”) “**Buyer**” means

- d. Title to all items provided to the Supplier for or in connection with the provision of the Services shall remain at all times with the Buyer and the Supplier shall not exercise, assert or purport to exercise or assert any lien of whatever nature in connection with such items and risk in them shall remain with the Supplier until completion of the Services and redelivery to the Buyer (when risk shall revert to the Buyer).

**4 WARRANTY AND LIABILITIES**

- a. In the case of the Goods the Supplier warrants to the Buyer that:
  - i. the Goods as delivered shall comply with all specifications and/or drawings supplied by the Buyer to the Supplier or, if none, with the Supplier's standard specifications and with any description or sample;
  - ii. the Goods shall be of satisfactory quality, sound design, materials and workmanship, free from any apparent and hidden defect, and fit for any purpose held out by the Supplier or specified by the Buyer or as may be reasonably inferred from the Contract or dealings between the parties

- c. The Supplier shall not use or allow to be used in any manner not approved by the Buyer, any trademarks or trade names required by the Buyer to be applied or used by the Supplier in relation to the Goods or the Services.
- d. The Supplier shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the Buyer and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect.

**8. CONFIDENTIALITY**

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives, and information relating to the business, affairs or property of the Buyer or any of the Goods or the Services which are of a confidential nature

requirements prior to commencing performance of the Contract.

b.