ELEMENT MATERIALS TECHNOLOGY

4. RISK AND TITLE

a. Risk in and title to the Goods shall pass to the Buyer on delivery to the Buyer (or, if appropriate, on receipt of the Goods

8. INTELLECTUAL PROPERTY; THIRD PARTY CLAIMS

a. All designs, drawings, prints, samples, specifications and other materials prepared by the Buyer for the purposes of the Contract and any such items prepared by the Supplier for the purposes of the Contract and representing, containing or embodying proprietary designs or other intellectual property (including patents, inventions, know-how, trade secrets, registered designs, copyrights, database rights, trade marks, service marks, logos, domain names, business names and design rights) of the Buyer or prepared by the Supplier in accordance with this (the "Buyer's IP") (as the case may be) (collectively "Buyer's IP") and shall be returned to the Buyer upon completion or termination of the Contract. All Buyer's IP deemed to be proprietary and/or confidential and shall be and remain the sole and exclusive property of the Buyer otherwise expressly agreed as part of the Contract. The Supplier shall, solely for the purposes of fulfilling Buyer's IP. The Supplier undertakes, on request from the Buyer and at no cost to the Buyer to execute or procure the execution of (as the case may be) such documentation or declarations as may be reasonably required to vest full right, title and interests in the rights concerned in the Buyer.

b. The Supplier shall not use or allow to be used in any manner not approved by the Buyer, any trade marks or required by the Buyer to be applied or used by the Supplier in relation to the Goods or the Services.

c. The Supplier shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with 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.

9. CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, or 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 and disclosed to the Supplier by the Buyer, its employees, agents or sub-

f. No failure or delay by the Buyer to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. No remedy for the Buyer conferred by any of the provisions of this is intended to be exclusive of any other remedy, and every remedy will be cumulative and in addition to every other remedy.

g. The provisions of these Conditions which expressly or impliedly have effect after termination of the Contract shall continue enforceable notwithstanding termination (including clauses 7, 8 and 9 and 14 b).

h. The Contract shall be governed by and construed in accordance with the laws of India and the Supplier submits to the exclusive jurisdiction of the courts of Mumbai, India.

i. All disputes under the Contract shall be referred to arbitration of a sole arbitrator mutually appointed by both the Buyer and the Supplier The proceedings of such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and shall be held at Mumbai. The parties are entitled to apply to the competent courts for interim or interlocutory relief in respect of such arbitration