ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (FR)

1. Formation of Contract

1.1 These terms and conditions ´Terms and Conditions´ WRJHWKHU ZLWK 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´ FDUULHG RXW E\ Element Materials Technology Toulouse SAS ´Company´ SURYLGLQJ WKH VHUYLFHV to a person WHPSODWHG WKHUHLQ ´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 &RPSDQ\¶V FRQILUPDWLRQ RI RUGHU RU LPSOLHG E\ ODZ XQOHVV WKH ODZ LQ question cannot be excluded), trade custom, practice or course of dealing. $Q\ SKUDVH LQWURGXFHG E\ WKH ´LQFOXGH´ ´LQFOXGLQJ´ ´LQ SDUWLFXODU´ RU DQ\ VLPLODU H[SUHVVLRQ VKDOO EH FRQVWUXHG DV LOOXVWUDWLYH 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. No offer placed by the Customer shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms DQG &RQGLWLRQV ZLOO &RQWUDFW´ VWDEOLVKHG WKH ´&RQWUDFW´.

1.5 No acceptance or acknowledgement, even if in writing and signed by the &RPSDQ\ RI WKH &XVWRPHU¶V SXUFKDVH RUGHU RU DQ\ RWKHU GRFXPHQW pertaining to the Services shall constitute acceptance of any provision of WKH &XVWRPHU¶V SXUFKDVH RUGHU RU DQ\ RWKHU GRFXPHQW WKDW FRQIOLFWV ZLWK 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 delivery to the Company by the Customer of any item for testing or FDOLEUDWLRQ E\ WKH &XVWRPHU RI DQ\ Sample &RPSDQ\ RU &XVWRPHU´ DQG &RPSDQ\´ RI DQ\ UHTXHVW by the Customer to the Company for the provision of any similar services shall, upon acceptance of that Sample or request by the Company, FRQVWLWXWH DQ µRIIHU´ (Condition 1.4) HH the Company WR LQ VXE begins such testing, calibration or similar services on that Sample, the offer shall be deemed to have been accepted by the Company and a Contract shall be formed. These Terms and Conditions shall apply to that Contract.

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