General Terms & Conditions
of Wuerth Elektronik India Pvt. Ltd., ICS Division

As of : October 2026

1. Scope of application

1.1 These Terms and Conditions of Purchase ("Purchasing Terms") govern all – including future – business relationships and contracts pertaining to the manufacture, processing and supply of products and raw materials and/or the provision of services ("Contract Products") by suppliers ("Supplier") for the Wuerth Elektronik India Private Limited ICS Division ("Buyer"):

1.2 Each business transaction between the Buyer and the Supplier (collectively, the "Parties") shall be governed by these Purchasing Terms and the documents referenced herein, as amended or updated and applicable at the time of the relevant transaction. The Supplier SHALL comply with these Purchasing Terms and all documents referenced herein. Any deviation from, or exception to, these terms or documents shall require the Buyer's and the Supplier's prior written agreement.

1.3 The Supplier's general terms and conditions do not become part of the business relationship between the Buyer and the Supplier even if the Buyer did not explicitly object thereto. Instead, the Parties must expressly agree to their applicability in writing.

2. Orders, call-offs

2.1 Unless otherwise agreed on a case-by-case basis, the Buyer places orders by way of call-offs based on delivery schedules or by submitting an individual order.

2.2 For details, please see items 2.3 through 2.9 below.

2.3 Delivery schedules as well as long-term purchase volumes communicated by other means are merely intended to aid the Supplier's capacity planning and do not give rise to a purchase commitment on the Buyer's part.

2.4 In cases of item 2.3, such a commitment does not come about until call-off orders have been placed with and accepted by the Supplier.

2.5 The Buyer is further entitled to make orders that are not based on delivery schedules or exceed the quantities communicated therein ("Individual Orders").

2.6 The Buyer shall communicate call-offs and individual orders to the Supplier by email or through Electronic Data Interchange (EDI).

2.7 Call-offs and Individual Orders note the specifics of the delivery, including but not limited to delivery volume, delivery date and delivery place. The Supplier is deemed to have accepted an incoming call-off or Individual Order so long as it does not object thereto within three (3) business days (Mo-Fr) of receipt or if it commences performance.

2.8 Any change that the Supplier makes to call-offs or Individual Orders as well as its acceptance thereof subject to reservations, modifications or limitations is deemed a refusal of the offer communicated by the Buyer in the form of call-offs or Individual Orders.

2.9 The Buyer is entitled to withdraw call-offs and Individual Orders up until the Supplier's acceptance thereof.

2.10 Delivery contracts (accepted calls-off and Individual Orders) may be terminated for cause. In addition, the Buyer holds a right of termination subject to adequate advance notice, and this applies to limited contractual relationships as well.

2.11 In the event that a petition for the institution of insolvency proceedings with respect to the Supplier's assets has been filed, the Buyer may rescind any part of its contractual performance that remains outstanding and/or assert claims for damages.

2.12 Moreover, the Buyer holds a right to terminate delivery contracts for cause in the event that the Buyer's customer discontinues a related project or a standing order for parts with respect to the production of which the Buyer is receiving services from the Supplier.

2.13.Provided that the conditions stipulated under the Indian Contract Act, 1872 (supervening impossibility or frustration of contract) are met, or in the event of a material breach of contractual obligations by the Seller within the meaning of the Indian Contract Act, 1872 and such breach remains uncured after expiry of a reasonable or contractually agreed notice period, the Buyer shall have the right to suspend performance of its obligations and/or terminate this Agreement, without prejudice to its right to claim damages under the Indian Contract Act, 1872. https://www.indiacode.nic.in/bitstream/123456789/2187/2/A187209.pdf

3. Delivery, Packaging, Customs

3.1 Unless otherwise agreed, the Supplier's deliveries are made DPU Incoterms 2020® to the address provided by the Buyer.

3.2 The Supplier is obligated to transmit a legally valid certificate of origin for the Contract Products on its own initiative, which is why goods supplied must document their origin (including preferential originating status) in the language required by law and in accordance with applicable trade agreements. If failing to do so, or in cases of declarations made vis-à-vis the Buyer that were not completed correctly, the Supplier bears all resulting damages.

3.3 In addition, the Supplier has a duty (i) to establish whether the Contract Products are subject to prohibitions, restrictions and/or approval requirements pertaining to the international movement of goods (e.g., with respect to export lists, the dual-use regulation, U.S. re-export provisions, etc.), and, where applicable, (ii) to note such prohibitions, restrictions and/or approval requirements in its offers, order confirmations as well as any and all documents accompanying goods and ensure compliance.

3.4 Upon the Buyer's demand, the Supplier is obligated to communicate to the Buyer in writing all additional data related to foreign trade / border- crossing transactions with respect to the Contract Goods and their components, as well as promptly to inform the Buyer in writing – and ahead of the delivery of the goods in question – of any change to such data.

3.5 An appropriate test certificate shall be enclosed with deliveries of raw materials.

3.6 Insofar as the Buyer provides the Supplier with packaging instructions, the Supplier SHALL follow them. In the event that the Buyer does not provide such instructions, the Supplier SHALL pack the Contract Products properly and in accordance with industry practice.

3.7 Deliveries to Würth Elektronik India Private Limited ICS Division subject to updates shall be in accordance with the currently valid version of the supplier guidelines; the current version of the supplier guidelines is available at

https://www.we-online.com/files/pdf1/supplier-guideline-2023-05-cbt-en.pdf Refer annexure.

4. Delivery dates, default, changes

4.1 Once agreed, delivery dates and deadlines are binding in nature, and such dates and deadlines are deemed to have been met if the Contract Products are delivered to such address or recipient as the Buyer may stipulate on or by the applicable dates or deadlines.

4.2 The Buyer may postpone agreed delivery dates by up to three (3) months without the Supplier being entitled to change the prices of the Contract Products or assert claims for the reimbursement of costs or damages. The Buyer will inform the Supplier of any schedule changes as soon as possible.

4.3 Should it become apparent that a delivery date might be missed, the Supplier must so inform the Buyer promptly upon knowing thereof, in which case the Buyer is entitled, at own discretion, to determine the most suitable means of transportation, and the Supplier bears any added shipping costs.

4.4 Early, partial and excess deliveries are subject to the Buyer's consent. If no consent was obtained, the Buyer may, at its option, (i) refuse acceptance or (ii) store or return the goods delivered at the Supplier's expense.

4.5 In the event of default in delivery, the Supplier must pay for each (partial) business day (Mon-Fri) of default a contractual penalty at the rate of 0.3°/a of the order value, in a total amount not to exceed 5°/a of such value, unless the default is not attributable to the Supplier. The Supplier is free to furnish proof of lesser damages. The option to assert claims for additional damages is not affected, although any default damages payable by the Supplier are to be adjusted by contractual penalties paid.

4.6 Unless doing so would place an unreasonable burden on the Supplier, the Buyer may demand changes to the order volume as well as other particulars of delivery (e.g., place, time or packaging), and this is especially true before the Supplier has accepted the order. Questions about changes to cost and timing are to be settled by mutual agreement. However, under no circumstances is the Buyer obligated to cover any related overhead costs.

5. Rates, payment conditions, set-off and retention

5.1 Unless specifically agreed otherwise, the agreed rate is a fixed price excluding sales tax (where applicable); it represents the entire amount of compensation payable by the Buyer and fully covers any and all work, services and expenditures incurred by the Supplier in connection with a given order or call-off – along with the transfer of property rights or the granting of licenses or other rights of use, whatever the case may be. The rates further include any and all ancillary expenses, such as packaging and shipping costs (and such expenses as the Supplier may incur as a result of taking back and disposing of packaging materials), which are to be stated separately. In the event that the Buyer disposes of packaging materials, the Supplier will bear the cost thereof.

5.2 Unless otherwise agreed, rates reflect DPU Incoterms 2020®.

5.3 The Supplier must address verifiable invoices to the invoice address provided by the Buyer.

5.4 Unless specifically agreed otherwise, payment is made subject to a 3 % discount on the 25th day of the month following the invoice or in full within 90 days, the commencement of such period being triggered, in cumulative fashion, by the delivery of the Contract Products free from defects as well as the receipt of a proper, verifiable invoice.

5.5 In the event of the Buyer's default in payment, the applicable rate of default interest shall be subject to Section 61 of the Sale of Goods Act, 1930, https://comtax.up.nic.in/Miscellaneous%20Act/the-sale-of-goods-act-1930.pdf

and other applicable Indian laws. Where the Seller qualifies as a micro or small enterprise under the MSMED Act, 2006, the statutory interest provisions under Sections 15 and 16 shall prevail https://aaplesarkar.mahaonline.gov.in/pdf/Download%20MSMS%20Act%20PDF%20(MSMED_Act_2006).pdf

5.6 The Supplier holds the right of set off or retention only if and to the extent that its claim is undisputed or its counterclaim has been effectively established.

5.7 The Supplier is not entitled to assign or have third parties collect claims to which it is entitled in relations which the Buyer.

5.8 In the event that the Contract Products are subject to the Supplier's reservation of title, such reservation expires upon the Buyer's payment in full for the Contract Products, at the latest. If a Contract Product delivered by the Supplier is subject to a sub-supplier's or another third party's reservation of title, the Supplier must inform the Buyer of such reservation in writing, identifying the holder of such right as well as the nature of its related claim. The Buyer may redeem any reservation of title by making payment directly to the holder of such rights and adjust the Supplier's claim accordingly.

5.9 The Parties undertake to alert one another to potential savings and quality improvements as well as to enter into price negotiations if such potential savings and quality improvements prove suitable.

6. Acceptance and inspection of goods

6.1 The Supplier must examine the products supplied and services rendered by subcontractors to ensure that they are free from

defects as soon as they are delivered or performed; it will document such examination as well as the results thereof and retain any related records pursuant to item 7.3. The Supplier will complete a comprehensive inspection of outgoing goods.

6.2 If and to the extent that the agreement between the Buyer and the Supplier or applicable legal provisions call for acceptance, and there is no explicit agreement to the contrary, acceptance formally occurs upon the completion and delivery of the Contract Product in the form of an acceptance report. No acceptance may be inferred from silence, the Supplier's request for acceptance, payments received for or the active use of the Contract Product in question.

6.3 The scope of the Buyer's duty of examination as part of its incoming-goods inspection is limited to checking for externally visible damages to packaging as well as the specific number of units and nature of the goods, and the Buyer will notify the Supplier of any defect found within a reasonable period of time. As for defects that are not discovered until a later point in the Buyer's course of business ("hidden defects"), the Buyer will notify the Supplier within a reasonable period of time after learning thereof.

6.4 Notices within the meaning of item 6.3 are deemed to have been given in due time so long as the Supplier learned of defects within ten (10) business days of the receipt of the Contract Products or, in cases of hidden defects, of the defect's discovery. Payments made on an invoice do not constitute acceptance of Contract Products without objection.

7. Quality

7.1 The Supplier must establish and maintain a certified quality and environmental management system in accordance with recognized and then-current standards as well as common industry practice (at a minimum: ISO 9001 and ISO 14001). Suppliers of Contract Products intended for use in vehicles or products for the aviation industry must set up and maintain a quality management system in accordance with IATF 16949, as amended, as per individual agreement.

7.2 The Buyer and any third parties duly authorized by the Buyer shall be entitled to audit the Supplier's relevant management systems upon reasonable prior written notice and during normal business hours. Subject to applicable confidentiality obligations and legal requirements, the Supplier shall provide access to information, documents, production facilities, processes, and procedures reasonably necessary for the purpose of the audit. The Supplier shall use reasonable efforts to ensure that its subcontractors provide equivalent access, subject to their contractual obligations and applicable laws. All audits shall be conducted in a manner that minimizes disruption to the Supplier's business operations and protects confidential information, trade secrets, and the interests of other customers

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7.3 The Supplier must keep quality records as well as records and documents relevant to safety and development for a period of at least ten years from the last delivery to the Buyer unless industry standards call for longer retention periods. Suppliers of Contract Products that are intended for use in vehicles must comply with the retention periods set forth in VDA Volume 1 ("Documented Information and Retention"), as amended.

7.4 If a government agency overseeing motor-vehicle safety standards requires that production processes be reviewed and test records be disclosed, the Supplier will, at the request of the Buyer and/or the customer, make the test records available to the relevant agency and assist further to a reasonable extent.

7.5 The Supplier is responsible for protecting data received from the Buyer, the Buyer's customers, and the Supplier's own data that is required to deliver the contracted products.

The data must be protected against:

- Unauthorized access
- Unauthorized modification
- Destruction or loss
- Other misuse

The Supplier must use state- of -the- art and up-to-date / industry-standard data security measures.

The Buyer has the right to request from the Supplier provision of evidence that appropriate security measures are in place.

Those security measures must meet the Buyer's NDA (Non-Disclosure - Agreement) requirements.

The Buyer can also request evidence/proof that the Supplier's security measures are adequate according to the Buyer's NDA requirements.

7.6 The Supplier must obtain the Buyer's prior, express and written consent before tasking third parties with the performance of contractual obligations.

8. Warranty

8.1 The Supplier warrants that the Contract Products are free from defects in accordance with statutory requirement. The Supplier further warrants that the Contract products comply with all applicable laws and regulations in the country of origin, the country of destination and any other country where goods equipped with the Contract Products are sold; and that the contract Products correspond to the State of art in science and technology in terms of security.

8.2 Warranty claims shall generally become statute-barred 24 months after delivery (if acceptance is required, after acceptance). Warranty claims for Contract Products intended for use in vehicles, in products for the aviation industry or the medical-device industry become statute-barred (in deviation from the previous sentence) 48 months after delivery (if acceptance is required, after acceptance). Until these limitation periods have expired, the Buyer may object to goods on account of non-conformity.

8.3 In the event of material or legal defects in the goods supplied, the Buyer shall be entitled to require the Supplier, at the Buyer's option, to either replace the defective goods or remedy the defect within a reasonable period mutually agreed upon by the Parties.

The Supplier shall bear the reasonable and documented costs directly attributable to remedying defects for which the Supplier is responsible, including necessary testing, sorting, dismantling, and reinstallation costs, to the extent such costs are reasonable and proportionate.

If the Supplier fails to remedy the defect or replace the defective goods within the agreed period, or if the remedy or replacement is unsuccessful, the Buyer shall be entitled, subject to applicable law, to a reasonable reduction in the purchase price proportionate to the diminished value of the defective goods or to rescind the relevant purchase agreement, provided that the defect is material and the applicable legal requirements for rescission are satisfied.

The Supplier shall not be liable for defects or resulting costs to the extent that they arise from improper handling, storage, installation, modification, or use by the Buyer or third parties, or from circumstances beyond the Supplier's responsibility.

8.4 If the Supplier does not fulfill its obligation to render remedial performance within the reasonable period allotted by the Buyer, the Buyer is further entitled itself to seek such performance, along with any (preliminary) work need for this purpose (e.g., sorting), or have a third party do so, at the Supplier's expense, and this is also true in cases in which (i) the Buyer or its customers cannot reasonably be expected to allow the Supplier to replace or repair defective goods given the matter's urgency (e.g., where acute danger or significant damages are to be averted), or (ii) the Supplier is unable or unreasonably declines to take such action

8.5 If, in cases of remedial performance, measures are required to be adopted on site or at the plant where the goods were properly delivered (e.g. sorting or rectifying defects), the Supplier must see to such remedial performance or have a third party do so at such place at its own expense. In order to maintain manufacturing operations as well as to avoid assembly-line stoppage, remedial performance must be rendered without delay.

8.6 Follow-up deliveries from the Supplier may also be demanded in cases of minor breaches of contract (e.g., quality defects, etc.).

8.7 If the Buyer has entered into warranty agreements with its customers, the Supplier and the Buyer will negotiate the extent to which the Supplier must, in line with its own culpability, absorb costs and damages that the Buyer must refund or pay to its customers on

account of defective Contract Products provided by the Supplier. The remaining provisions of the Purchasing Terms as well as any resulting rights and obligations are not affected. In cases of customers seeking recourse, the Buyer will inform the Supplier as to findings and settlements – and involve the Supplier (e.g. by submitting test parts) to the extent possible.

8.8 In all other respects, the provisions of the Sale of Goods Act, 1930 . The Consumer Protection Act, 2019, where applicable, and other applicable laws of India relating to suppliers' recourse, including claims arising from defective goods, breach of warranty, indemnification, and recovery of losses, shall apply.

Sale of Goods Act, 1930

https://comtax.up.nic.in/Miscellaneous%20Act/the-sale-of-goods-act-1930.pdf

The Consumer Protection Act, 2019

https://consumeraffairs.gov.in/public/upload/files/CP%20Act%202019_1732700731.pdf

9.Liability

9.1 The Supplier will indemnify and hold the Buyer harmless from and against all liabilities, costs, damages and expenses resulting from any action or omission on the part of the Supplier that does not conform to contractual arrangements, including but not limited to third-party claims asserted on account of personal injury or property damage inflicted by a defective or unsafe Contract Product, along with third-party claims citing the infringement of (property) rights.

9.2 If the Buyer, its customers or a third party conduct a recall or return campaign to prevent personal injury or property damage due to a Contract Product provided by the Supplier, the Supplier must bear the costs and hold the Buyer harmless to such extent. The same applies in cases of field or service campaigns to address quality issues. To the extent possible, the Buyer will inform the supplier in due time, allow it to become involved and exchange information with it on efficient means of implementation.

9.3 In all other respects, the Supplier's liability for damages is not limited to those that the Supplier anticipated as a possible consequence of breach of contract at the time of the execution hereof; instead, its liability is measured by the damages that were actually incurred.

10. Property rights

10.1 The Supplier bears liability for claims arising from the infringement of property rights belonging to third parties, or applications for such rights, as a result of the Contract Products being put to their intended use.

10.2 The phrase "property rights" within the meaning of the Purchasing Terms includes all legal intellectual property rights, especially trademarks, designs, patents and copyrights. The term "know-how" encompasses product / production-specific knowledge that the respective owner acquired through action and experience.

10.3 Old property rights and old know-how – i.e., such rights and know-how as may already reside with the Buyer and the Supplier when a given order is placed with the Supplier – remain the property of their respective holder and are made available to the other Party for use insofar and for as long as may be necessary for the completion of a given order or the intended use of the Contract Products.

10.4 If new property rights and/or new know-how – i.e., those that accrue to the Buyer, the Supplier or third parties after the Buyer contracts the Supplier – arise from development services performed on the Buyer's behalf, they inure to the sole benefit of the Buyer, and to the extent that they cannot be transferred (e.g., copyrights), the Buyer receives an unlimited, irrevocable and exclusive license that may be transferred as well as sublicensed in perpetuity and throughout the world.

10.5 The Supplier will immediately offer to the Buyer for transfer any patentable inventions made by the Supplier's employees in connection with the performance of development work.

10.6 The Supplier assists the Buyer with the registration of new property rights; specifically, it will submit all necessary declarations in a timely and factually correct manner. The Supplier must further refrain from doing anything that could be detrimental to the acquisition and maintenance of new property rights.

11. Confidentiality

11.1 The Buyer and the Supplier undertake to limit their use of business secrets obtained in the course of the business relationship to the fulfilment of the same as well as to the use of the Contract Products, to hold such business secrets in strict confidence, not to share them with third parties or make them accessible in any other way, and to adopt appropriate measures to protect them.

11.2 Business secrets refer to all information of economic value, including but not limited to commercial and technical information as well as knowledge, data and documents, know-how, calculations, procedures, processes, drawings, models, templates, samples, etc., which have been made accessible to the Buyer or the Supplier as part of the business relationship or otherwise came to their knowledge.

11.3 The requirements of this section 11 do not apply to information that is generally known, was known to the Buyer or the Supplier prior to the commencement of the business relationship or was developed by either Party independently. In cases of official directives or applicable legal requirements imposing a duty of disclosure on the Buyer or the Supplier, the Party so obliged must notify the other Party without delay and, whenever possible, in advance.

11.4 The Supplier may reverse engineer business secrets only with the Buyer's express written consent.

11.5 Subject to applicable copyright law, business secrets may be recreated solely for the purpose and as part of proper business performance.

11.6 In all other respects, business secrets shall be handled in accordance with the provisions of the Indian Contract Act, 1872, the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, to the extent applicable, and other applicable laws of India relating to the protection of confidential information and trade secrets, as well as the provisions of any applicable non-disclosure agreements.

Indian Contract Act, 1872,

https://www.indiacode.nic.in/bitstream/123456789/2187/2/A187209.pdf

The Information Technology Act, 2000, https://www.indiacode.nic.in/bitstream/123456789/13116/1/it_act_2000_updated.pdf

The Digital Personal Data Protection Act, 2023, https://www.meity.gov.in/static/uploads/2024/06/2bf1f0e9f04e6fb4f8fef35e82c42aa5.pdf

11.7 Upon the conclusion of a business relationship, all project-related business secrets must be returned or destroyed at the request of the Party with which they originated, and this further applies to any (digital) copy or other reproduction save for back-up copies or those that the supplier must retain as part of its statutory retention duties.

11.8 The Buyer and the Supplier will have their respective employees enter into written confidentiality agreements reflecting the requirements of this section 11, and the same applies for agents, subcontractors and advisors.

11.9 The Buyer and the Supplier must obtain the other Party's written consent before advertising their business relationship.

11.10 The Supplier undertakes to pay a contractual penalty for each breach of its duties of confidentiality, in an amount to be determined by the Buyer at its reasonable discretion on a case-by-case basis. The Supplier is free to furnish proof of lesser damages and/or to have a court of law review the contractual penalty for fairness. The Buyer's right to assert claims for additional damages, if any, is not affected, although any default damages payable by the Supplier are to be adjusted by contractual

penalties paid.

12. Insurance

12.1 It falls to the Supplier to procure adequate insurance cover reflecting common industry practice and meeting the following minimum insured sums around the world and throughout the business relationship with the Buyer:- (business) liability insurance and product liability insurance for industrial and commercial enterprises (product liability model) with a minimum coverage sum per claim and calendar year of Rs 50Lakhs (INR 5 Millon) for personal injury and property damage; and- recall cost liability insurance for automotive parts suppliers with a minimum coverage sum of Rs. 5 Crore per calendar year.

12.2 The Supplier must present the Buyer with proof of the insurance cover outlined above on its own initiative and ahead of any delivery.

13. Force majeure

13.1 The Supplier must identify any specific and abstract risk threatening the timely performance of its services hereunder and put in place appropriate emergency protocols.

13.2 Force majeure, including but not limited to natural disasters, floods or flooding, fire, riots, war, strikes, import and export bans as well as such other unforeseeable grave developments beyond the control of either Party (e.g., permanent standstill affecting the Buyer's customers), has the effect of releasing the Parties from their respective performance obligations for the duration of the disruption and to the extent of its effect. The Parties will promptly notify one another once it becomes apparent that contractual performance will be frustrated by force majeure.

13.3 To the extent reasonable, the Parties must use their best efforts to remedy the disruption and mitigate its effects.

13.4 For the duration of any resulting delay, the Buyer is entitled to source the Contract Products from or have them manufactured by third parties, and to adjust the order volume specified in any order or call-off without incurring any obligation towards the Supplier.

14. Compliance and Sustainability.

14.1 To the extent that the Supplier performs work on the premises of the Buyer or its customers, the Supplier must observe such regulations as the Buyer may communicate, and this specifically applies to accident-prevention protocols as well as other safety regulations and work rules. The Supplier is responsible for ensuring compliance with such regulations by its staff and representatives.

14.2 The supplier confirms to fully comply with the Code of Compliance of the Würth Group (visit https://www.wuerth.com/wuerth-group/responsibility/Compliance/Compliance.php) The Supplier must comply with the regulations of the UN Convention against Corruption, to be reviewed the Universal Declaration of Human Rights and the ILO Code of Practice to be reviewed on Safety and Health when supplying the Buyer. The Supplier further undertakes to observe and comply with such national and international laws and regulations as may apply in the areas of corruption, money laundering, minimum wages, anti-trust and competition law as well as sustainability in the supply chain.

14.3 The Supplier must not use or employ staff, subcontractors, suppliers, vicarious agents, etc. for the provision of its services, who are named on any The Supplier must relevant sanctions list, including but not limited to the E.U. sanctions and terror lists (Council Regulation (EC) 2580/2001, Council Regulation (EC) 881/2002, Council Regulation (EU) 753/2011) as well as the US-Denied Persons List, the US-Warning List, the US-Entity List and the US-Specially Designated Nationals And Blocked Persons List.

15. Miscellaneous

15.1 Changes and amendments to the Purchasing Terms must be made in writing, and this applies according to the suspension of as well as any change or amendment to this formal requirement itself.

15.2 In the event that individual provisions of the Purchasing Terms are or become void or ineffective, be it wholly or in part, the remaining provisions hereof continue in full force and effect, and the Parties are obligated to replace the void o r ineffective provision with such effective one as

may best approximate the economic outcome sought by the ineffective provision; the same applies to gaps in the Purchasing Terms.

15.3 These Purchasing Terms, together with any purchase orders and call-offs referencing these Purchasing Terms, and all disputes arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of India.

15.4 The exclusive venue for all disputes arising from or in connection with the Purchasing Terms, including their validity, is Mysore; the place of performance is the location of the Buyer's registered offices.