

1. Scope and Application of terms and conditions

1.1 All purchase orders (deliveries of Goods and provision of services) of Heraeus Technologies India Pvt Ltd and of the companies affiliated to it and domiciled in India ("Heraeus") are subject to the following General Terms and Conditions of Purchase only.

1.2 These terms and conditions will apply to any contract formed in accordance with Clause 3 to the exclusion of all other terms and conditions, including, without limitation, (i) any general terms and conditions of the Seller which deviate from these terms and conditions and any supplementary provisions in the terms and conditions of the Seller, except where Heraeus gives its express prior written consent to the applicability of the Seller's general terms and conditions, and (ii) any terms and conditions which are implied by trade, custom, practice or course of dealings. The Seller's general terms and conditions will also not become part of a contract between Heraeus and the Seller even if Heraeus, although being aware of the Seller's deviating or contravening terms and conditions, takes delivery of Goods, accepts services or effects payment for such deliveries or services.

2. Definitions

2.1 In these terms and conditions:

"Buyer" means Heraeus Technologies India Pvt Ltd, having its registered office in India or any of its subsidiaries or subsidiary undertakings as defined by Section 2(87) Companies Act 2013;

"Seller" means the person who offers a quotation for the purchase of Goods by the Buyer or who receives order for the Goods from the Buyer;

"Terms" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between Heraeus and the Seller;

"Contract" means the Contract for the purchase and sale of the Goods in accordance with these Conditions;

"Force Majeure Event" has the meaning given in Clause 8;

"Goods" means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

"Order" means Heraeus's order for the Goods as set out in Heraeus's purchase order form or in Heraeus's written acceptance of the Seller's quotation;

"Writing" includes facsimile and emails and comparable means of communication.

2.2 Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 The headings in these Terms are for convenience only and shall not affect their interpretation.

3. Offer, Acceptance and Formation of a Contract:

3.1 All orders, agreements and changes shall be binding only if placed or confirmed by Heraeus in writing. All correspondence must be exchanged with the purchasing department of Heraeus.

3.2 Orders placed by Heraeus without a time limit for acceptance may be accepted by the Seller only within fourteen (14) days from the order date. The Seller shall confirm the orders placed by Heraeus in written form. However, orders will be deemed accepted if the Seller delivers Goods or services to Heraeus in accordance with the orders placed by Heraeus even if such orders are not confirmed by the Seller in written form.

3.3 Quotations are binding and non-refundable unless otherwise expressly agreed in writing.

3.4 In case of any deviation or variance between the Seller's order confirmation and Heraeus' purchase order, a contract shall be formed only if the Seller has expressly advised Heraeus of the deviation and Heraeus has agreed to such deviation in writing.

3.5 Price agreed and specified in the purchase order have been fixed following relevant commercial negotiations between Heraeus and the Seller, who hereby acknowledges that same are competitive on the national and international market, remunerative and to its full satisfaction.

3.6 Heraeus's order expressly limits acceptance to the terms and conditions set forth in this document and the applicable Purchase Order. Any terms and conditions contained in a proposal, quotation, Invoice, purchase order, acknowledgment, or any similar document of Seller shall not constitute a part of the contract of sale resulting from Seller's acceptance of Heraeus's order unless such terms and conditions are specifically and expressly incorporated in Heraeus's order. Any purported

acceptance containing additional or different terms shall be deemed to be an acceptance of the terms and conditions contained in this document, notwithstanding such additional or different terms. Seller's shipment of Goods or commencement of services in response to Heraeus's order shall constitute acceptance of the terms and conditions set forth in this document and any additional or different terms contained in any acknowledgment or Invoice form submitted by Seller shall not constitute any part of the contract of sale resulting from Seller's acceptance and are hereby rejected. Prior courses of dealing, trade usage, and verbal agreements not reduced to a writing signed by Heraeus, to the extent they differ from, modify, add to, or detract from, the terms and conditions herein, shall not be binding upon Heraeus.

4. Examination and Procurement Duties

4.1 Within the scope of its general and special professional knowledge, the Seller shall examine all drawings, calculations, specifications and other terms of reference provided by Heraeus to exclude or avoid errors and inconsistencies on its own initiative and shall report to and clarify with Heraeus all concerns or objections, if any, promptly in writing.

4.2 The Seller is fully liable for the procurement of all subcontracted materials and for all services which are required for the Goods ordered by Heraeus.

5. Prices and Terms of Payment

5.1 The prices specified in the purchase orders are binding. These prices include any and all services and ancillary costs (such as packaging fees etc.).

5.2 All Invoices must specify the purchase order number of Heraeus, the exact description and quantity of the Goods delivered, or services provided, and the price per unit or quantity. All Invoices must be sent to the address specified in the purchase order. Payment by Heraeus shall not be due until Heraeus is in receipt of a correct and complete Invoice.

5.3 Unless otherwise agreed, the agreed prices become due and payable within sixty (60) calendar days after full performance of the delivery and/or service (as well as acceptance, if applicable) and receipt of a proper Invoice.

5.4 Heraeus may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Seller under the contract against any amounts payable by it to the Seller under the contract and/or any other agreement/contract between Heraeus and the Seller.

6. Delivery; Seller's Lien; Security in the Supply Chain

6.1 The period of delivery/performance specified by Heraeus in the purchase order is binding. If the purchase order does not specify such period, delivery of the Goods or performance of the service, respectively, shall be effected within fourteen (14) days after the date of the purchase order. Time is of essence in relation to the performance of the obligations contained in this clause.

6.2 If the Seller is unable to comply with the binding period of delivery/performance, set forth in clause above, the Seller shall notify Heraeus promptly and advise a practicable date for the delivery/performance. In addition, the Seller is committed to notify Heraeus without request of any difficulties in delivery/performance which may arise, for any reason whatsoever, immediately after such difficulties have come to the Seller's knowledge.

6.3 The Seller is obliged to strictly comply with all instructions and requirements of Heraeus as regards mode of transport and the mode in which deliveries shall be made by the Seller to Heraeus.

6.4 If delivery is made to construction sites or directly to third parties, unloading shall be at the cost and risk of the Seller.

6.5 Partial deliveries, over deliveries or under-deliveries are permissible only with the express written approval of Heraeus which shall not be unreasonably withheld. The Seller is committed to attach to each shipment a delivery note exactly specifying the contents of the shipment, the net weight per item, and the complete purchase order number of Heraeus.

6.6 The unconditional acceptance by Heraeus of a late delivery or late performance does not constitute a waiver by Heraeus of any compensatory claims arising to it from such late delivery or late performance; the foregoing shall apply until Heraeus has fully settled all payments owed by it for the Goods or services so affected.

6.7 With regard to quantities, weights and dimensions, the figures determined by Heraeus during its incoming inspection shall prevail and be decisive, unless otherwise evidenced by the Seller.

6.8 The Seller shall provide reasonable assistance to Heraeus in obtaining preferential tariffs and other governmental benefits and submit to Heraeus all supporting records and documents, especially certificates of origin, which are requested by Heraeus for this purpose.

6.9 If any payment instruments, documents, certificates of origin or sales tax vouchers are missing, improper or incorrect, Heraeus reserves the right to refuse acceptance of the Goods at the Seller's cost and risk.

6.10 If the Seller has agreed to carry out the installation or assembly, or in the absence of any agreement stating otherwise, the Seller shall bear

6.11 all necessary expenses, such as travel expenses or tooling charges, unless otherwise agreed.

6.12 No contractual liens and reservations of title from the Seller shall be recognised, unless expressly agreed in a separate written agreement between Heraeus and the Seller.

6.13 The Seller shall give all organizational instructions and take all organizational measures, in particular in the areas of property protection, security of business partners, personnel and information, as well as in the areas of packaging and transport. The Seller shall protect its deliveries of Goods to and the performance of its services for Heraeus against unauthorized access and manipulation and shall have such deliveries and services performed by reliable personnel only. The Seller shall obligate any subcontractors commissioned by it to give corresponding instructions and to take corresponding measures.

6.14 The Seller represents and warrants that the Goods (i) correspond with their description and any applicable specifications, drawings, samples and descriptions; (ii) are of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller by Heraeus expressly or by implication, and in this respect Heraeus relies on the Seller's skill and judgement; (iii) if the Seller is responsible for design of items, the Seller warrants that all items delivered under the order will be suitable for use by Heraeus, including installation by Heraeus in its ultimate products, will be free from defects in design, material and workmanship and shall remain so for a period of at least 12 months after delivery and acceptance by Heraeus ("Warranty Period") unless otherwise stipulated under the order; (iv) comply with all applicable statutory and regulatory requirements relating to the manufacture, packaging, storage, handling and delivery of the Goods; and (v) do not contain any substances which are restricted by laws and regulations of India, that the substances which are contained in the Goods and its use(s) are either already registered or not subject to registration in accordance with the laws and regulations of India and, if necessary, that an authorisation in accordance with the laws and regulations of India has been granted. The Seller shall prepare the safety data sheet pursuant to the law of India, if required, and provide them to Heraeus. If the Goods delivered are to be classified as dangerous Goods within the meaning of the applicable international rules, standards and guidelines, the Seller must notify Heraeus thereof no later than on the date of the order confirmation.

7. Title and Ownership

7.1 Heraeus retains title to, and ownership of, any and all items, such as substances, tools, materials and other items, which are provided by it to the Seller for manufacturing purposes. As long as they are not processed, any such items must be stored separately and insured at replacement value against loss and destruction at the Seller's cost. The processing, blending or combining (further processing) of any such items by the Seller is made on behalf of Heraeus. The same applies to the further processing by Heraeus of the Goods delivered to it, so that Heraeus is deemed to be the manufacturer and obtains ownership of the product so manufactured.

7.2 Title to, and ownership of, the Goods shall be transferred to Heraeus unconditionally upon delivery and regardless as to whether the purchase price has been paid. If, in the individual case, Heraeus accepts an offer from the Seller for the transfer of ownership of Goods which is conditional upon payment of the purchase price, the Seller's reservation of title shall lapse upon payment of the purchase price of the Goods at the latest. In such case, Heraeus is authorized to use or resell the Goods in the ordinary course of operation or business also prior to the payment of the purchase price.

8. Force Majeure

If a force majeure event occurs, being an event which cannot be foreseen, avoided or overcome (including but not limited to unforeseeable natural disaster; fire; flood; strike; lockout; government action or any other event that impairs, delays or stops the production and carriage of products or makes the production and carriage of products unreasonable), the obligations of the affected party for executing the contract during the period when such force majeure event continues will be suspended. The party, who alleges being affected by a force majeure event, shall immediately notify the other party after the occurrence of such force majeure event, take proper measures to reduce or eliminate the impact and use best efforts to resume its performance of the obligations as soon as possible. If, as a result of a force majeure event, supply and/or delivery of the Goods has been delayed for more than eight (8) weeks, or the force majeure event which prevents one party from performing its obligations has continued for more than eight (8) weeks and is still continuing, either party shall have the right to terminate the contract, without being held liable for any loss or damage suffered by the other party as a result. For the avoidance of doubt, the Seller's own procurement risk shall not be deemed as a force majeure event hereunder.

9. Liquidated Damages

9.1 In the event that the Seller defaults in the timely performance of its duty to deliver/provide a service, Heraeus may claim liquidated damages at the rate of 0.5 % of the aggregate order value for each commenced calendar week of the Seller's default, but no more than 5 % of the aggregate order value. The parties hereby unconditionally and irrevocably acknowledge that the sums stipulated herein would constitute a genuine pre-estimate of losses suffered by Heraeus and each party hereto hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation. Heraeus is entitled to directly deduct such liquidated damages for delay in delivery from its payment. Without prejudice to the above entitlement of Heraeus, if the Seller has been in delay in delivery (which is not due to Heraeus's fault) for more than 30 days, Heraeus has the right to terminate the contract. The Seller shall fully indemnify Heraeus against all losses incurred by Heraeus (including but not limited to the difference between the price for procuring substitute products from a third party and the price of the Goods under the relevant specific contract). This shall not apply if the Seller furnishes valid proof that the default was caused by an event of force majeure.

9.2 The liquidated damages pursuant to clause 9.1 shall be incurred as soon as the Seller defaults in delivery. The liquidated damages are immediately due for payment.

9.3 Heraeus may assert the liquidated damages in addition to its claim for performance of the Seller's duty to deliver. If Heraeus accepts the Seller's delayed performance, Heraeus may claim the liquidated damages even if it has not expressly reserved this right at the time of receipt of delivery. Heraeus shall declare the reservation of its right to assert the liquidated damages no later than the time of its final payment of the delivery concerned.

9.4 The assertion of any further damage by Heraeus shall not be excluded.

10. Claims for Defects; Recourse and Product Liability; Insurance

10.1 The Seller is responsible for the perfect condition of the Goods delivered and the services provided and for the conformity with warranted characteristics and agreed specifications. The Seller is in particular responsible for the conformance of the Goods and services to the state of the art, to the generally accepted technical and occupational health and safety regulations of public authorities and trade associations, and for the compliance of the Goods and services with all applicable laws.

10.2 Heraeus' inspection is limited to defects which become apparent upon outward examination of the Goods during the incoming inspection and to defects which become apparent during quality control by way of random sampling (such as wrong delivery and shortfall in delivery, for example). Above and beyond the foregoing, it depends on the feasibility of such an inspection in the ordinary course of business, with due regard to the circumstances in the individual case. Heraeus' duty to give notice of defects which are discovered later remains unaffected.

10.3 The Warranty Period shall be twelve (12) months from the time of delivery and acceptance of the Goods by Heraeus. The Seller shall repair defects in the delivered Goods which have been notified by Heraeus during the Warranty Period (including the failure of the Goods to comply with warranted properties) promptly upon request and at the Seller's own cost, including additional expenses. In the event of such repair being impossible or of it being unreasonable to expect Heraeus to accept required components, the Seller shall at its own cost replace the defective components by components which are free from any defect.

10.4 If the Seller, within the scope of subsequent performance of the contract, remedies a defect by rectification or by delivery of a fault free product, the 12- month Warranty Period shall restart, commencing from the time such defect was remedied or such fault-free product delivered (as the case may be).

10.5 If the Seller defaults in its duty of subsequent performance of the contract within a reasonable time period fixed by Heraeus without having the right to refuse such subsequent performance, Heraeus is entitled to itself remedy, or cause to be remedied by any third party, the defect at the cost of the Seller and to claim from the Seller an advance payment of the costs thereby incurred.

10.6 All costs arising to Heraeus from the Seller's delivery of defective Goods or provision of defective services, especially travel and transport expenses, labor and material costs, and the costs of an incoming inspection exceeding the usual scope, shall be borne by the Seller. Any costs incurred by the Seller for the examination and rectification of defects (including any removal and installation costs) shall be borne solely by the Seller even if it turns out that there was actually no defect. Heraeus shall be liable to pay damages to the Seller for unjustified claims for remedy of a defect only if Heraeus has recognized, or grossly negligent failed to recognize, that no defect existed.

10.7 The Seller is obligated to indemnify and hold Heraeus harmless from and against any and all product liability claims, and from any loss or damage arising therefrom, if and to the extent that such claims are

attributable to a defect in the Goods delivered/manufactured or the services provided by the Seller. If the cause of the loss or damage is within the responsibility of the Seller, the burden of proof shall rest on the Seller. The Seller shall refund also any and all costs and expenses to the extent of the Seller's indemnity obligation, including the costs of bringing an action or the costs generated by a product recall. Heraeus will inform the Seller of the scope and content of such product recall to the extent practicable and reasonable.

10.8 The Seller commits also to take out and maintain a product liability insurance with adequate coverage and to furnish proof of the existence of such insurance to Heraeus upon request.

11. Infringement of Third Party Property Rights

The Seller warrants that no patent rights or other property rights of any third party are infringed by or in connection with the manufacture, sale, distribution and use of the Goods supplied by the Seller or provision of services by the Seller, and the Seller will, upon first written request, indemnify and hold Heraeus harmless from and against any and all claims which are asserted or entered against Heraeus by any third party on account of the infringement of a patent or other property right. The Seller will reimburse Heraeus for all necessary costs and expenses arising to Heraeus out of or in connection with such third party claims. Irrespective of the foregoing, Heraeus shall be entitled to enter with any third party into agreements on the alleged infringement of property rights, especially compromise settlement agreements, also without the consent of the Seller.

12. Industrial Property Rights and Confidentiality

12.1 All right, title and interest in and to any models, samples, drawings, software, documentations and other records as well as all right, title and interest in and to any materials, tools, production and testing equipment and know-how disclosed or released by Heraeus to the Seller shall remain vested solely in Heraeus. Any such items, information and documents must be treated as confidential and may not be transmitted to any third party, unless with the express prior written consent of Heraeus and such third party is bound by the same obligations of confidentiality.

12.2 All items, information and documents received from Heraeus for performance of obligations under the purchase order by the Seller must be returned to Heraeus, without request, immediately upon performance of the contractual obligation or when they are no longer needed by the Seller. Any other use or disposal, whether in fact or in law, and/or any direct or indirect exploitation of such rights, items and documents by the Seller or any third party is expressly prohibited.

12.3 In the case of research, development, construction, engineering or other contracts covering the elaboration of a solution to a technical problem, all right, title and interest in and to any inventions made by the Seller in performing the contract as well as any patents to be applied for, already applied for, or granted on such inventions shall vest exclusively in Heraeus. The same shall apply to any new technical know-how which does not belong to the state of the art. At the request of Heraeus, the Seller will exploit inventions which are made by the Seller's employees. The Seller agrees and undertakes to notify Heraeus in writing of any such new technical know-how or employee invention within a period of six (6) weeks. The Seller agrees that at any time and from time to time hereafter, it will upon written request take any and all steps and execute, acknowledge and deliver any and all further instruments and assurances necessary or expedient in order to vest any patents or copyrights or copyright licenses and interests more effectively in Heraeus.

12.4 A party ("receiving party") shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or sub-contractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of performing the receiving party's obligations under the contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential. Any reference to purchase contract or order of Heraeus or to the relationships existing between Heraeus and the Seller with respect to advertising materials produced by the Seller or to the communications to third parties by the Seller shall be previously approved by Heraeus in writing.

13. Cancellation and Termination

13.1 Heraeus may cancel purchase order(s) or any portions thereof for any reason by written notice prior to delivery. Cancellation shall be effective upon the Seller's receipt of the written notice from Heraeus, or thereafter upon the date specified in such cancellation notice. The Seller shall cease operation on subject purchase order(s) in accordance with the cancellation notice. Heraeus will have no liability for cancelled purchase orders other than as set forth in Clause 13.2.

13.2 In the event of a cancellation under Clause 13.1, upon provision of the relevant documents and proofs by the Seller supporting the amounts of

its costs incurred in connection with the cancelled purchase order prior to the effective date of the cancellation (but only to the extent that the Seller cannot, by using reasonable endeavors, reduce or mitigate them), Heraeus will pay the Seller for such reasonable costs, and the Seller will deliver to Heraeus (unless otherwise directed by Heraeus' purchasing department) all completed parts, parts in process, all components procured on account of subject purchase order(s), and any tooling and equipment owned by Heraeus. This shall be the Seller's sole remedy at law and in equity and Heraeus's sole liability, in no event shall Heraeus be liable to the Seller for any sum in excess of the aggregate order value for the cancellation and for damages of any kind whatsoever.

13.3 Heraeus may terminate the contract immediately and without compensation to the Seller by giving the Seller notice to that effect if at any time:

13.3.1 the Seller commits a material or persistent breach of the contract,

13.3.2 the Seller becomes insolvent or bankrupt, makes an involuntary arrangement with its creditors during liquidation process, enters into administration or go into liquidation, or a receiver or other security holder is appointed over all of any part of the Seller's assets or undertakings; or

13.3.3 in the circumstances set out in this Terms.

13.4 In the event of any termination, Heraeus shall not incur any liability whatsoever and the Seller shall not have any rights to damages or indemnification of any nature against Heraeus and hereby expressly waives any such claims. Heraeus shall not be liable for production losses, lost profits, direct, indirect, incidental, special, and consequential or any other loss or damages under these terms or from any cause whatsoever.

14. Heraeus Code of Conduct

14.1 Seller hereby commits to Heraeus to comply with all legally binding rules and regulations, in particular with all applicable laws for the protection of fair competition, all export and import prohibitions in force, all applicable customs and tax regulations as well as all applicable legal regulations for the protection of the environment, and not to offer, promise, or grant any benefits to employees of Heraeus as consideration for the preferential treatment in the procurement of products or services ("bribery"), to ban forced and child labor, and to ensure for its own staff payment of wages in accordance with all applicable labor laws, appropriate working hours, safety at work and a non-discriminating working environment and, in the case of subcontracting, to also bind its subcontractors by the foregoing provisions.

14.2 Heraeus may terminate this Contract without notice in the event that Seller commits a breach of its obligations set forth in the preceding paragraph. Seller commits to pay liquidated damages in the amount of 10% of the order value to Heraeus in the case of bribery, violation of the applicable laws for the protection of fair competition, or violation of the applicable labor laws governing the payment of wages, if the bribery or violation is to the detriment of Heraeus. The parties hereby acknowledge and agree that the liquidated damages are not a penalty, but are a genuine pre-estimate of the likely losses that would be suffered by Heraeus in such cases, and each party hereto hereby waives any objection it may now or hereafter have that those sums would be otherwise than fair and reasonable compensation.

15. Inability to Pay/Insolvency of the Seller

Should the Seller cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Seller, Heraeus may terminate the order and/or any purchase orders issued thereunder. In the event of termination Heraeus may continue to utilize existing facilities, deliveries or services already performed by the Seller in exchange for reasonable payment.

16. No Partnership or Employee Relationship

16.1 Independent Contractors: Nothing in this Purchase Order is intended, or shall be construed, to create a partnership, joint venture, or employer-employee relationship between the parties.

Except as otherwise expressly stated, Seller has no authority to act on behalf of or to enter into any contract, incur any liability, or make any representation on behalf of Heraeus.

16.2 Performance of Work: Except as otherwise expressly stated, Seller will secure all licenses and permits, and supply all tools and equipment, necessary to perform the Services.

16.3 No Employee Relationship. Seller will not be entitled to any of the benefits that Heraeus may make available to its employees including, but not limited to, group health or life insurance, stock options, profit sharing, or retirement benefits.

16.4 Seller's Obligations flowing from payments it makes: Seller is solely responsible for all taxes and withholdings, severance and redundancy pay, benefits (including, without limitation, vacation, sick leave, holidays, pension or profit sharing contributions, stock options, etc.), and other similar obligations, whether statutory or otherwise, with respect to

payments made by Seller relating to the performance of all its work and its receipt of fees under this Purchase Order.

16.5 Indemnification. In addition to any other indemnity obligations, Seller will defend, indemnify, and hold Heraeus harmless from any and all claims made by any person or any entity on account of an alleged failure to satisfy any obligation specified in Clauses 16.3 and 16.4.

16.6 Removal of Seller Employees. At Heraeus's direction and for good cause, Seller will remove any Seller Personnel or Subcontractor from performance of Services.

17. Miscellaneous

17.1 The place of performance for all payments between Heraeus and the Seller is the registered place of business of Heraeus.

17.2 These General Terms of Purchase and any agreement between Heraeus and the Seller shall be governed by and construed in accordance with the laws of India.

17.3 With respect to personal data of the Seller's employees, officers, servants, agents and advisors that the Seller provides to Heraeus, the Seller warrants and undertakes that processing such data in accordance with this Contract will not cause Heraeus to breach the Information Technology Act, 2000 ("Act") and any applicable data protection legislation.

17.4 Where Heraeus provides to the Seller with the personal data of Heraeus's employees, officers, servants, agents and advisors, the Seller agrees to keep it confidential and shall comply with the Act and any applicable data protection legislation.

17.5 The Seller agrees that Heraeus may process and transfer the personal data of the Seller's employees, officers, servants, agents and advisors to affiliates of Heraeus and/or relevant subcontractors (who may be located in other territories) for the purposes of (i) this Contract, (ii) maintaining Heraeus's operations or administration or management systems, (iii) quality and risk management reviews, or (iv) provision of information about Heraeus and Heraeus range of services.

18. Dispute Resolution

18.1 Heraeus and the Seller will first attempt to settle all their legal and technical disputes through negotiation.

18.2 All disputes arising out of or in connection with this order, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator. Notwithstanding to what is stated above, if the parties cannot mutually agree on arbitrator within 4 (four) weeks from the date of invocation of arbitration, then the Arbitrator shall be appointed in accordance with rule of Arbitration and Conciliation Act 1996. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996, and any modifications thereto and re-enactments thereof. The seat of arbitration shall be at New Delhi, India. The language to be used in arbitration proceedings shall be English.

18.3 Each party submits to the jurisdiction of courts of India for compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provision

19. Applicable Law

These Terms shall be governed by and construed in accordance with the laws of India.