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General Terms and Conditions of Sale of Durbal Metallwarenfabrik GmbH

Terms and Conditions of Sale and Delivery

All sales of Durbal products or services (the "Product(s)") by Durbal Metallwarenfabrik GmbH (hereinafter known as Durbal) are subject to the terms and conditions described here. ACCEPTANCE OF A CUSTOMER ORDER BY DURBAL IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. TERMS AND CONDITIONS PROPOSED BY THE CUSTOMER THAT DEVIATE FROM THESE TERMS AND CONDITIONS, CONFLICT WITH THESE, OR ARE ADDED TO THESE, SHALL NOT BE ACCEPTED BY DURBAL NOR CONSIDERED APPROVED. The terms and conditions contained herein apply to the exclusion of all other terms and conditions listed in the orders, confirmations, other documents received from the customer, on the customer's website or e-commerce website, even if it may be necessary for Durbal to click on "Accept," "Agree," or a similar button to access information about current or future orders or delivery programs or other documents received from the customer, with the exception of the Product label and the order quantity. The present terms and conditions replace all earlier general terms and conditions of sale of Durbal.

§ 1 Scope

(1) These terms and conditions of sale apply exclusively, and only to entrepreneurs, legal entities under public law, or special funds under public law in the sense of § 310 (1) BGB [German Civil Code]. Any conditions of the customer that conflict with or deviate from our terms and conditions of sale shall be recognized by Durbal only if Durbal explicitly agrees to their applicability in writing.
(2) These terms and conditions of sale also apply to the delivery of movable items that are to be manufactured or produced.
(3) These terms and conditions of sale also apply to all future transactions with the customer where these are legal transactions of a related type.

§ 2 Offer and conclusion of contract

Where an order is considered an offer in the sense of § 145 BGB, Durbal can accept this within two weeks.

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Offers are considered accepted by Durbal only when Durbal sends a written order confirmation to the customer. Durbal reserves the right to use a different supplier or suppliers than those specified in the customer's order, Durbal's order confirmation, or in other documents relating to the sale of Products, as long as the Products delivered by the alternative supplier(s) are of the same quality.

Offers for framework agreements shall also be accepted by Durbal by way of a written framework order confirmation.
The prices established in the framework agreement are fixed prices for the length of the agreement term established in the framework agreement. After the end of the agreement term, Durbal can change the prices at any time with appropriate advance notice.
The delivery quantities established in the framework agreement are minimum quantities that the customer is obligated to accept during the term of the framework agreement unless the parties have made a different arrangement.

§ 3 Provided documents

Durbal reserves title and copyrights to all documents provided to the customer in conjunction with the order placement, e.g. calculations, drawings, etc. These provided documents shall not be made accessible to third parties unless Durbal grants the customer explicit written permission to do so. Where Durbal does not accept the customer's offer within the period named in § 2, these documents shall be sent back to Durbal without delay.

§ 4 Prices and payment

(1) Unless otherwise agreed in writing, Durbal deliveries shall be subject to pricing terms ex works (EXW) (as defined in the Incoterms® 2020) from the Durbal works or warehouses or from works or warehouses of Durbal subsidiaries ("Durbal Plant"), plus any applicable sales tax and other taxes and/or tariffs in each case. The Products shall be shipped/delivered by Durbal at the customer's request.
The shipping/delivery costs and the costs for necessary transport packaging as well as materials and operating resources shall be invoiced separately in this case.
(2) The minimum order value is €500.00 net. The surcharge if this threshold is not met shall be the difference between the placed order value and the minimum order value. The surcharge shall be assessed if Durbal has notified the customer of the surcharge and the customer then confirms the order.
(3) Unless otherwise agreed by Durbal in writing, the purchase price plus any transport and packaging costs shall be paid within 30 days of delivery. Discounts are only permissible by

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written agreement. Payments must exclusively be made to an account named in the invoice. Default interest shall be invoiced at the statutory rate. The right to assert maturity interest and/or additional damages caused by the customer's default is hereby reserved.
(4) If the customer fails to meet the above payment conditions in more than two cases or if Durbal becomes aware of circumstances that can reasonably be expected to reduce the customer's creditworthiness, Durbal can request (a) payment in advance or (b) an appropriate deposit for unfulfilled orders, regardless of the statutory rights. If, after the end of an appropriate period, the customer fails to fulfill (a) or (b), Durbal can refuse to provide delivery according to the order or can request damage compensation for non-fulfillment.
(5) The customer's payment is considered to be provided only if the payment is made directly to Durbal. If Durbal is owed multiple receivables by a customer at the time when payment is received, the payment shall first be used to satisfy the oldest receivable, regardless of any other designation by the customer. With regard to a specific receivable, the payment shall first be applied to the costs incurred by Durbal in conjunction with this receivable, then to the interest charged in conjunction with the receivable, and finally to the receivable itself.

§ 5 Offsetting and retention rights

The customer has the right to offset or to withhold (retain) payment only if the customer's counterclaims have been recognized by Durbal or if they have been legally established and can no longer be disputed by Durbal. The customer is entitled to exercise a retention right only to the extent that the counterclaim is based on the same contractual relationship.

§ 6 Delivery period

(1) The start of the delivery period specified by Durbal is dependent upon timely and proper fulfillment of the customer's duties. The defense of non-fulfillment of the contract remains reserved.
(2) If the customer is in default of acceptance or culpably violates other cooperation duties, Durbal is entitled to request compensation for any resulting damages, including any additional expenses. The right to assert further claims is reserved. Where the above requirements are fulfilled, the risk of accidental destruction or accidental deterioration of the purchased item shall be transferred to the customer at the time when the customer entered into default of acceptance or debtor's default.
(3) All delivery deadlines specified by Durbal shall be non-binding until the order is accepted and/or all technical processing requirements have been clarified, and Durbal shall bear no liability for any delivery delays. In the event of a disruption or interruption of Durbal's business operations due to unforeseeable force majeure events that are not the

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responsibility of Durbal (these can include strikes or other labor disputes, fires, flooding, nuclear incidents, earthquakes, storms, accidents, illness, epidemics, labor/material/fuel shortages, overcrowding of airports or ports or other transport difficulties, war, actions (including omitted actions) of government agencies, actions of enemies of the state, mobs or insurgents, or sabotage), the delivery time shall be extended accordingly. If the force majeure event lasts longer than six months, the customer is entitled to cancel the still-unfulfilled portion of the contract after an appropriate grace period. If the delivery period is extended or if Durbal is released from its duty, the customer cannot use this circumstance to derive any damage compensation claims. Durbal can only base claims on the above circumstances if the customer is notified in a timely manner.
(4) Durbal is free to choose the shipping type and transporter. Shipping and delivery shall take place according to Paragraph 4 (1), at the customer's expense.
(5) Durbal is entitled to make partial deliveries and provide partial services unless the partial delivery or partial service is unreasonable for the customer. These can also take place early with advance notice.
(6) If a Product has limited availability or if availability of the Product is otherwise restricted, Durbal is entitled to distribute delivery of the Product to the customer and to other buyers of the Product at its own discretion.

§ 7 Transfer of risk upon shipment
(1) If the Product is shipped to the customer upon request, the risk of accidental destruction or accidental deterioration of the Product is transferred to the customer at the time of shipment. This applies regardless of whether the Product is shipped from the place of fulfillment.
(2) As soon as Durbal has notified the customer that the ordered Products are ready for delivery, they must be called off by the customer without delay. If the Products are not called off without delay, Durbal can store the Products at the customer's expense.
(3) The risk of loss or damage of the Products is transferred to the customer at the latest upon notification of delivery readiness, even if the delivery is delayed due to a complete or partial payment default by the customer or due to another reason that is the customer's responsibility.
(4) In the case of work performances, the risk is transferred upon acceptance, regardless of the above provision.

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§ 8 Reservation of title

(1) Durbal reserves title to the delivered Products until the payment in full of all receivables that Durbal is owed by the customer, now or in the future, including all balance demands from current accounts.
Although Durbal reserves title to the sold Products until payment in full of all receivables, the customer is liable for losses or damages of any kind that may result from or to the Products after the transfer of risk according to the provision defined above in Paragraph 7.
(2) Where the customer behaves counter to contract – particularly by being in default with the payment of a fee – Durbal is entitled to take back the Products subject to reservation of title after setting an appropriate grace period for the payment. The customer shall bear the transport costs for the return. Where Durbal takes back the Products subject to reservation of title, this represents a cancellation of the contract. If Durbal pledges the Products subject to reservation of title, this is also considered a cancellation of the contract. Items taken back by Durbal may also be sold by Durbal. The proceeds from the sale shall be offset against the amounts that the customer owes Durbal after Durbal has deducted an appropriate amount for the costs of the sale.
(3) As long as title has not yet been transferred to the customer, the customer is responsible for treating the purchased item with care. In particular, the customer must adequately insure the item at replacement value, at the customer's own expense, against theft, fire and water damage. As long as title has not yet been transferred, the customer shall notify Durbal without delay if the delivered item has been pledged or is subject to other third-party intervention. If the third party is unable to reimburse Durbal for the judicial and extrajudicial costs of a successful complaint according to § 771 ZPO [German Code of Civil Procedure], the customer shall be liable for Durbal's shortfall.
(4) The customer is entitled to use and resell the Products subject to reservation of title in the normal course of business, under customary commercial conditions, as long as the customer is not in default with payments.
If the customer (a) is in default with payments, (b) transfers its company to a third party, (c) has suffered a reduction in creditworthiness, (d) is in liquidation or insolvency proceedings, or (e) has violated its duties according to this section, Durbal can revoke the collection authorization for the payable amounts at any time.
The customer shall sell the Products subject to reservation of title only under reservation of title. The customer hereby assigns the customer's receivables from the resale of Products subject to reservation of title to Durbal in advance, in the amount of the final invoice amount (including sales tax) that was agreed with Durbal. This assignment applies regardless of whether the Products were resold without or after being processed or combined.

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To secure Durbal's receivables from the customer, the customer also assigns any receivables to Durbal that the customer is owed by a third party as a result of combining the Products subject to reservation of title with a plot of land. Durbal hereby accepts such assignment. The customer remains authorized to collect receivables even after the assignment. Durbal's authorization to collect the receivable itself remains unaffected hereby. However, Durbal shall not collect the receivable as long as the customer is not in default with payments, particularly if no request has been made to initiate insolvency proceedings and if payments have not been suspended.

(5) Any processing, production, or redesign by the customer of the Products subject to reservation of title shall always take place in the name and on behalf of Durbal. In this case, the customer's expectant rights to the Products subject to reservation of title shall continue for the processed item. Where the Products subject to reservation of title are processed together with other items that do not belong to Durbal, Durbal shall obtain proportional joint ownership of the new item based on the value of Durbal's Products subject to reservation of title (final invoice amount including sales tax) in relation to the other processed items at the time of processing. The same applies correspondingly in the event of combination. Where the combination occurs in such a way that the customer's item is to be considered the main item, it is hereby agreed that the customer shall transfer joint ownership to Durbal proportionally, protecting the resulting sole or joint ownership for Durbal. Durbal hereby accepts such transfer. For the rest, the new item created through processing is subject to the same provisions as the Products subject to reservation of title.

(6) If the customer sells the Products subject to reservation of title together with other products not delivered by Durbal, the assignment of claims shall apply only for the amount of the customer's invoice amount that relates to the Products subject to reservation of title. In the event of a resale of Products that are jointly owned by Durbal, the receivables amounting to Durbal's jointly owned share shall be assigned to Durbal.

(7) If the customer collects amounts from the sale of Products subject to reservation of title as part of a current-account relationship between the customer and its respective buyers, the customer hereby assigns to Durbal the portion of the closing balance that corresponds to the amounts received from the sale of Products subject to reservation of title by Durbal.

(8) If Durbal has revoked the customer's authorization to collect payments from its buyers, the customer must notify the respective buyers without delay about the assignment of these receivables to Durbal and must provide Durbal with all information and documents needed to collect the outstanding amounts. Furthermore, the customer shall transfer all securities received from the respective buyers in conjunction with these receivables. If the total value

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of the securities used to secure Durbal's receivables exceeds the receivables by 20%, Durbal shall release the excess securities chosen by Durbal at the customer's request.

§ 9 Warranty, liability and limitation of liability

(1) Defect claims require the customer to have properly fulfilled the inspection and complaint duties owed according to § 377 HGB [German Commercial Code].

(2) The customer shall make a note of any complaint regarding a short delivery on the freight forwarder's pickup order slip, the goods receipt slip or an equivalent document; a signature on the pickup order slip, goods receipt slip or an equivalent document shall confirm acceptance and receipt of the quantities specified on the slip as well as the delivery's conformity with the order.

(3) In the event of obvious defects, defect liability claims shall apply only if the customer asserts these in writing without delay, at the latest within 5 days after receiving the Products. Otherwise, the assertion of defect liability claims for obvious defects is excluded. Defects that are not discovered within this period despite a careful inspection shall be reported to Durbal in writing without delay after their discovery. Such report must include the order date, the invoice and shipment number, and shall be sent to Durbal with a sample of the defective Products if possible. The customer cannot return Products without prior written approval from Durbal. To comply with the deadline, it is sufficient for the defect notification to be sent in a timely manner. The customer bears the full burden of proof for all claim requirements, particularly for the existence of the defect, the time when the defect was discovered, and the timeliness of the defect complaint.

(4) The limitation period for defect claims based on purchase contracts for newly manufactured movable items is one year after delivery. The same applies to work contracts for the delivery of movable items that are to be manufactured or produced. The limitation period for defect claims based on work contracts for movable items is one year after acceptance. Approval must be obtained from Durbal before any Products are returned. The above provisions shall not apply where the law as per § 438 (1) No. 2 BGB (building structures and components for structures), § 445b (1) BGB (right of recourse) and § 634a (1) BGB (construction defects) bindingly requires longer periods. The limitation period for repaired or replaced Products corresponds to the remaining term of the original limitation period for the newly manufactured movable item.

(5) Fundamentally, only the Product description is considered definitive for the Product characteristics. Public statements, claims or advertisements, by contrast, do not represent a contractual statement on the Product characteristics.

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(6) If a defect exists in the Products or the work, Durbal shall first provide a guarantee by way of supplementary performance (repair or replacement delivery) from the Durbal Plant, providing that the Products for which a repair or replacement delivery is requested are forwarded to Durbal from the Durbal Plant for physical and metallurgical inspection to determine whether a defect exists in the Product or the work. The expenditures required for supplementary performance, particularly transport, labor and material costs, shall be borne by Durbal as long as these are not higher because the Products were brought to a location other than the place of fulfillment, and as long as the complaint is found to be justified. The customer can choose to either reduce the payment or cancel the contract only if the second supplementary performance attempt fails or is unreasonable for the customer. In the event of a minor contractual breach, however, particularly for minor defects, the customer is not entitled to cancel the contract. If Durbal manufactures a new Product, the defective Product already delivered to the customer shall be handed over to Durbal by the customer. Durbal shall bear the associated costs.
(7) Defect claims shall not apply for an insignificant deviation from the agreed characteristics, for an insignificant impairment of usability, for natural wear and tear, or for damage caused after the transfer of risk as a result of faulty, negligent or improper handling, lack of protection from all harmful foreign bodies, faulty fulfillment of lubrication and maintenance regulations, excessive use, unsuitable operating resources, improper selection, dimensioning, orientation, installation, defective construction work, or due to special external influences, e.g. breakage of components or mechanisms surrounding the Product that are not established according to the contract. If the customer or a third party performs improper repairs or changes or amendments, no defect claims apply to these or to the resulting consequences.
(8) Claims by the customer resulting from required expenditures for a supplementary performance, particularly the costs for removing or replacing Products or costs for other work performed on the Products, or transport, transit, labor, or material costs, are excluded to the extent that these expenditures increased because the Products delivered by Durbal were not used properly or were later moved to a location other than the customer's branch, unless such a move took place in the normal course of business.
(9) Under no circumstances is Durbal liable for indirect, special, accidental, punitive or consequential damages, including and without restriction for (a) the costs of removing or replacing Products or other work performed on the Products; (b) any damage to or costs for adjustments or repairs to mechanisms, devices or machines into which the Products were integrated; (c) all other expenditures, losses or damage allegedly caused by a defect in the Products; and (d) a loss of company value, lost profits or revenue, plant shutdowns, capital

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costs, third-party fines, regardless of whether Durbal was informed of the possibility of such damage or whether Durbal could reasonably have foreseen this.
(10) Durbal is liable for intentional and grossly negligent breaches of duty as well as for any breach of significant contractual duties. In the case of a breach of significant contractual duties and slightly negligent breaches of duty, Durbal's liability is limited to foreseeable damage at the time of the contract's conclusion that is typical for the contract. For the rest, Durbal's liability is excluded. The above limitation applies even if the customer asserts a claim for reimbursement of futile expenditures.
(11) This warranty does not apply to Products that are delivered for testing and evaluation purposes (such as sample parts / mockups in the sense of display objects, like trade show exhibits and sample cases ("Prototype Parts"). Prototype Parts are delivered "as seen" to the exclusion of any liability. Durbal assumes no liability for claims in conjunction with Prototype Parts, and the customer shall indemnify, defend and hold Durbal harmless from such claims. Where permissible under applicable law, Durbal does not assume any additional warranty toward people who are defined as consumers. Durbal shall refuse liability according to consumer protection laws if a Product is resold or reused by consumers. Durbal hereby excludes any warranty that the operation or use of the Products by the customer in its applications will fulfill the requirements of specific safety regulations or rules, or correspond to environmental laws and regulations or other laws or regulations.
(12) Where our liability is excluded or limited, this also applies with regard to personal damage compensation liability by Durbal's employees, workers, staff, representatives, and vicarious agents.
(13) The above liability limitations do not apply to the customer's claims under the product liability act or to claims resulting from bodily injury or damage to health, or from a loss of life.
(14) With the exception of the warranty established in this point, Durbal refuses all explicit or implicit assurances and warranties of all kinds, including the warranty of marketability, quality, design, and suitability for a specific purpose or performance standard. Without limiting the general applicability of the above sentence, the customer is solely responsible for reviewing the suitability of Product designs and Product selection for the customer's intended use or intended application(s). The customer shall indemnify, defend and hold Durbal harmless from all claims arising from or in conjunction with the selection of a Product by the customer that is not suitable for the customer's intended use or the intended application(s).

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§ 10 Cancellation

(1) If the customer wishes to cancel an order, Durbal shall investigate the matter with the customer without delay after receiving corresponding notification, and shall reach a cancellation agreement that is satisfactory for both parties wherever possible. If such an agreement is not reached, the customer shall inform Durbal that the customer wishes to cancel the contract; this notification shall be sent in writing to Durbal's mailing address. Durbal shall then provide the customer with a list of the quantity of Products in each Durbal Plant that was finished and ready for shipping; the quantity of Products or raw materials in such a Plant that was partially finished or that was purchased for use in executing the canceled order, regardless of whether these were actually in the manufacturing process or not; and the scrap or other value of all finished and unfinished Products and raw materials, each at the time when the above notification was received from the customer.

(2) Within thirty days of receiving such a declaration from Durbal, the customer shall notify Durbal how it wishes to dispose of all the finished Products and shall pay Durbal a flat damage compensation fee (a) for all finished and shipment-ready Products at the contractual price; and (b) for all unfinished Products and raw materials at cost, plus all distribution and administration overhead costs and the profit in relation to the completion level of the Products at the time when the customer order was terminated, but on the condition that the customer is credited for the scrap or other value of all unfinished Products and raw materials as well as all finished Products that the customer retains on Durbal's instructions. The title and ownership of all raw materials and finished and unfinished Products that the customer surrenders to Durbal shall remain with Durbal. All Products delivered to the customer are subject to the remaining provisions of these terms and conditions.

(3) The customer's payment according to this section 10 shall be made by the customer according to section 4.

(4) Unless Durbal has established other agreements with the customer in written form, Durbal can replace or change the design, materials, processes, production sites, suppliers, or any other aspect of the Products at any time without notifying the customer as long as Durbal reasonably believes this will not negatively affect their form, fit, or function.

§ 11 Compliance with international trade regulations

(1) The customer shall comply with all applicable customs, import control, export control and sanction laws, regulations and ordinances, such as the EU export control regulations, and including, but not limited to (a) the International Traffic in Arms Regulations ("ITAR", 22 CFR parts 120-130); (b) the Export Administration Regulations ("EAR", 15 CFR parts 730-774); (c) the regulations of the Office of Foreign Asset Control ("OFAC regulations", 31 CFR 500-

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598); and (d) applicable customs, import control, export control and sanction laws (including Regulation (EU) No. 833/2014 and (EC) No. 765/2006 in the applicable version of each), ordinances and instructions (jointly known as “ITC Laws”).
(2) The customer shall not directly or indirectly export, re-export, transmit or otherwise redirect the Products delivered by Durbal, and also shall not ask Durbal to do so: (i) to a natural or legal entity unless the export, re-export or transmission has been approved in compliance with all applicable ITC Laws; (ii) to a party or for use by a party that is prohibited from receiving such items according to the applicable ITC Laws; and/or (iii) for an end use that is prohibited under the applicable ITC Laws. Durbal can request an end user certification from the customer in order to review the final destination and the intended use. The customer hereby warrants and guarantees that it is not (i) organized, registered, or located in countries that are sanctioned under the laws of the International Trade Commission (ITC); (ii) on a list of parties with restricted rights under the laws of the International Trade Commission (ITC); or (C) more than 50% owned by parties described in (i) or (ii), or controlled by these.
(3) The customer shall not directly or indirectly sell, export, or re-export to the Russian Federation and/or the Republic of Belarus, or for use in the Russian Federation and/or the Republic of Belarus, any goods delivered in the context of or in conjunction with this contract and that fall under Regulations (EU) No. 833/2014 and (EC) No. 765/2006 of the Council, as long as the current versions of Regulations (EU) No. 833/2014 and (EC) No. 765/2006 remain valid in each case.
(4) The customer shall endeavor to ensure that the purpose of section 11 (3) is not impeded by third parties in the trade chain, including potential resellers.
(5) The customer must establish and maintain an appropriate monitoring mechanism to identify behaviors by third parties in the further distribution chain, including potential resellers, that would conflict with the purpose of section 10 (3).
(6) Any violation of paragraphs 11 (3), 11 (4) or 11 (5) represents a significant breach of a significant part of this agreement, and Durbal shall be entitled to lodge appropriate appeals, including but not limited to: (i) termination of this agreement; and a fine worth up to 10% of the total price of the exported goods.
(7) The customer shall inform Durbal without delay of any problems in applying sections 11 (3), 11 (4) or 11 (5), including all relevant activities by third parties that could impede the purpose of section 11 (3). The customer shall provide Durbal with information about compliance with the duties from sections 11 (3), 11 (4) or 11 (5) within two weeks after the first request for this information.The customer shall indemnify, defend and hold Durbal harmless from all losses and liability claims arising for Durbal in conjunction with a breach of the above paragraph 10 by the customer, its affiliates, companies, employees,

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representatives or agents, including appropriate attorney and consultant fees, administrative penalties or fines.

§ 12 Displaying the Products

The customer hereby agrees not to display the Products in a public place and particularly not to undertake any shipment or delivery to a public or private exhibition of any kind without explicit prior written permission from Durbal.

§ 13 Business practices

The customer hereby warrants and guarantees that it has not displayed any illegal or unethical conduct and also will not do so in the future (such as granting or offering an impermissible or illegal payment or gift to a government employee or public official, a political party or a political candidate, a state-owned or state-controlled company, or a public international organization) in order to promote the Products and services of Durbal or to promote or facilitate the business interests of Durbal.

§ 14 Intellectual property

Nothing in this contract is to be interpreted as granting or assigning licenses or other intellectual property rights of Durbal or its affiliates to the customer, regardless of whether these are patents, brands, trade secrets, copyrights, or other rights. All improvements and developments associated with the Products or services that result from the efforts of Durbal or the Supplier are the exclusive property of Durbal, and the customer shall work with Durbal in an appropriate manner to confirm this result. The customer shall indemnify and hold Durbal harmless from all losses and liability claims arising from or in conjunction with claims stating that design elements of the Products that were provided by the customer, or trademarks or other labels that were affixed to the Products on the instructions of the customer, violate third-party intellectual property rights.

§ 15 Confidentiality

With regard to confidential information about the Products and about contractual transactions that the customer obtains either through a disclosure by Durbal or in another way, the customer shall not (a) share the information with third parties, (b) use the information for any purpose other than evaluating and using the Products, or (c) obtain any title, license, or other interest in the information.

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§ 16 Miscellaneous

(1) This contract and all legal relationships between the parties arising from and in conjunction with this contract are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

(2) The place of fulfillment and exclusive place of jurisdiction for all disputes between the parties is Durbal's registered place of business.

(3) If one of these provisions or another provision established in the context of other agreements should be or become invalid or contestable, this shall not affect the validity of the other provisions. In place of the invalid/nullified provision, the parties shall establish a provision that as closely as possible approximates the intended purpose of the invalid/nullified provision. This also applies to filling any gaps in the contract.

Status 10/2026