

## I. Authoritative conditions, scope

1. All deliveries, services and offers made by the seller are exclusively based on these General Terms and Conditions of Delivery. These General Terms and Conditions of Delivery will be an integral part of any and all contracts the seller concludes with their contractual partners (hereinafter also referred to as "Customer" or "Purchaser") for the deliveries and services offered by the seller. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed upon again.
2. Any deviating General Terms and Conditions of Business and Purchase of the Customer or of third parties will not apply, even if the seller fails to object to their application in any individual case. Should the seller make reference to a document that contains or refers to the General Terms and Conditions of the Customer or of any third party that does not imply the seller's consent to the applicability of those General Terms and Conditions.
3. Our General Terms and Conditions shall apply to entrepreneurs as defined in section 14(1) of the German Civil Code (BGB) exclusively.

## II. Offers and conclusion of contract

1. All offers made by the seller are without engagement and non-binding, unless expressly marked as binding. The seller may accept orders or contracts within 14 days upon receipt. The seller will inform the Purchaser without delay if the seller does not accept the contract offered by the Purchaser.
2. The order will become binding for the seller (conclusion of contract) upon the seller's written order confirmation or commencement of execution of the order.
3. The only decisive factor for the legal relationship between the seller and the Purchaser is the written purchase contract, including these General Terms and Conditions of Delivery. Such contract will contain all agreements between the parties regarding the subject matter of the contract. Oral promises the seller makes before this contract is concluded are not legally binding and oral agreements made by the parties to this contract will be replaced by the written contract, unless such oral agreements expressly contain the provision that they remain binding.
4. Any changes or amendments of the agreements made, including without limitation these General Terms and Conditions of Delivery, must be in writing in order to be legally valid. Transmissions by telefax or other means of telecommunication, including without limitation by e-mail, shall be deemed sufficient to comply with the written form stipulated herein to the extent the other parties confirm them using the same text form.
5. Any information the seller provides regarding the subject matter of service or delivery (e.g., weights, measurements, serviceability, loading capacity, tolerances, technical or other performance data) as well as the related depictions like drawings or figures, are approximate values only, unless the seller confirms their binding nature in writing and/or unless the usability for the contractual purpose requires such information to be exact. Such information shall not be guaranteed characteristics but rather descriptions or identifications of the delivery or service. Any deviations which are usual in the trade or deviations which become necessary due to legal requirements or which are technical improvements as well as the replacement of components with equal ones shall be admissible to the extent they do not adversely affect the fitness for the contractually intended purpose.
6. The seller reserves the title and/or copyright to all offers or cost estimates and to all drawings, figures, invoices, leaflets, catalogues, models, tools and other documents and ancillary means provided to the Purchaser. The Purchaser must not publish them or their contents, make them or their contents available to any third party or use them or their contents or allow them or their contents to be used by any third party or make copies thereof without the seller's express consent. Upon the seller's request, the Purchaser must return these to the seller in full and destroy any copies made thereof as soon as the Purchaser does not need them in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The same shall apply, *mutatis mutandis*, to any documents the Purchaser makes available to the seller in relation to the execution of the contract. The seller may make these documents available to third parties to the extent such third party lawfully provides deliveries or services to the seller related to the execution of the contract.
7. To the extent the seller produces new products based on individual specifications provided by the Purchaser, the Purchaser's right to terminate the contract at any time in accordance with section 650(1), clause 3 and section 648, clause 1 of the German Civil Code is excluded.

## III. Prices, right to change prices, payment conditions and consequences of non-compliance, set-off and retention

1. The prices apply to the scope of delivery and services stipulated in the seller's order confirmations. Any additional or special services such as training, issue of certificates and the like will be invoiced separately.
2. Unless expressly otherwise agreed upon, prices are stated in euros ex works plus lump-sum delivery costs (freight and packaging), statutory VAT, and in case of exports plus customs duties and fees, and other public dues.
3. To the extent the prices are agreed based on the seller's list prices and the delivery is scheduled more than three months after conclusion of the contract, the seller's list prices applicable at the time of delivery shall apply (minus any discount, agreed as a percentage or as a fixed amount). This shall not apply if the seller is in delay in delivery.
4. In case of any change of the statutory VAT between the conclusion of the delivery contract and the execution thereof, the seller shall be entitled to invoice the new statutory VAT, including for agreed partial deliveries.
5. For all orders, including without limitation call orders or apportioned contracts, for which the delivery is scheduled more than three months after placement of the order, either in accordance with the contract or upon the Customer's request, the seller shall be entitled to unilaterally adjust the contractually agreed price in their reasonable discretion in accordance with section 315 of the German Civil Code (price increases or decreases) to the extent the relevant costs change between the time the contract is concluded and the time of production, including without limitation prices for materials, production and energy. Price increases or decreases are to be set off against each other. When exercising their reasonable discretion in increasing or decreasing prices, the seller shall be obliged to equally take account of increasing costs and decreasing costs so that decreasing costs are not taken into account at more unfavourable conditions for the Purchaser than increasing costs, meaning that decreasing costs have at least the same effect on the prices as increasing costs. In accordance with section 315(3) of the German Civil Code, the Purchaser is entitled to have the seller's reasonable discretion verified by a competent court. Any price adjustments will be made directly before the production of the contractual products. This shall not apply if the seller is in delay in production. The seller will inform the Purchaser of the price adjustment without delay.
6. For separate follow-up orders, the seller shall not be bound by the prices for previous orders. Any price decreases shall not apply with retroactive effect but exclusively starting as of the time the price decrease was announced.
7. Invoiced amounts shall become due and payable with 2% discount for payment within 10 days or 30 days net, in each case starting on the invoice date, however not later than 30 days after the counter-performance was due and received without discount or costs. The decisive factor for the payment date is the date the amount is received by the seller. Cheques shall not be deemed to be payment before the amount is actually credited. In case the Purchaser is in delay in payment, the seller is entitled to demand default interest amounting to 9 percentage points above the base rate. This shall not affect the seller's right to demand higher interest and other compensation for damages related to the delay in accordance with statutory provisions.
8. Fees or charges of any kind and the invoiced amounts for additional services or special services (cf. III.1) are not eligible for discounts.
9. Set-off against the Purchaser's counter-claims or the retention of payments based on such claims is not admissible unless the counter-claims are undisputed or recognised by declaratory judgement or are based on one and the same order.
10. The seller shall be entitled to execute pending deliveries or services against payment in advance or against the provision of security, if the seller gains knowledge of any circumstances that may have a substantially negative effect on the Purchaser's/Customer's credit standing or that may endanger the payment by the Customer of the seller's receivables outstanding based on the relevant contract (including based on other individual orders subject to the same framework contract).
11. For very small orders with a net invoice value lower than EUR 150.00 within continental Europe and EUR 250.00 beyond continental Europe, we invoice a pro rata processing fee of EUR 25.00 per very small order. This shall not apply to replacement deliveries.
12. The seller shall be entitled to assign the trade accounts receivable due from the Purchaser to third parties for financing purposes.

## IV. Delivery and term of delivery

1. Unless expressly otherwise agreed upon, all deliveries will be made ex works (D-57399 Kirchhundem (M6)).
2. Any dates and terms of delivery and service stated by the seller shall be non-binding and may be exceeded by up to 10 calendar days without being deemed to be a delay in delivery. However, this shall not apply if a fixed date or term of delivery was expressly agreed upon. To the extent shipment of the goods was agreed upon, terms and dates of delivery refer to the time the goods are handed over to the carrier, forwarder or other third party commissioned to effect transport. In case of any subsequent change of the order, the originally agreed upon delivery dates shall cease to be binding for the seller.
3. The question of whether the seller is in delay in delivery or not is subject to statutory provisions. However, a reminder sent by the Customer shall be required in any case. The Purchaser must grant the seller another grace period of 10 calendar days after the date the seller is in delay in delivery before asserting additional rights.
4. Irrespective of the seller's rights resulting from any delay by the Purchaser, the seller may request the Purchaser to grant an extension of the terms of delivery and service or postponement of the dates of delivery and service by a period of time during which the Purchaser fails to fulfil their obligations towards the seller. This includes without limitation making agreed payments or transmission of necessary information such as the place of delivery. MENNEKES reserves the right to raise the defence of non-performance of the contract.
5. The seller shall not be liable for any impossibility of delivery or for any delay in delivery to the extent such impossibility or delay is caused by an event of force majeure or by other events that were not foreseeable at the time the contract was concluded and that are not in the seller's sphere of responsibility (e.g., interruptions of operations, difficulties in procurement of materials or energy, delays in transport, strikes, justified lockouts, lack of workforce, energy or raw materials, difficulties in the procurement of required permits, measures taken by public authorities or lacking, wrong or late delivery by suppliers). If the seller's ability to effect deliveries or services is materially impeded or even rendered impossible by such events, and such impediment is of a not merely temporary nature, the seller shall be entitled to rescind the contract in whole or in part. However, a prerequisite for such rescission of contract is that the seller informs the Purchaser without delay of the unavailability and/or other circumstances and immediately repays any counter-performance received by the Purchaser related to the yet unrendered performance of the seller. If such impediments are of a temporary nature, the periods and/or dates of delivery and service shall be prolonged and/or postponed by a period of time which corresponds to the duration of such impediment, plus a reasonable lead time. To the extent the Customer cannot reasonably be expected to accept such delivery or service due to the delay, they shall be entitled to rescind the contract by immediate written notice to the seller.
6. The seller shall be entitled to effect partial deliveries if such partial delivery can be used by the Customer for the contractual purpose, if the delivery of the remaining ordered goods is ensured and if the Customer does not incur any material additional work or expenses, unless the seller is willing to pay these additional costs. In case of any delay in delivery or service by the seller or if delivery or service is rendered impossible for whatever reason, the seller's liability shall be limited to the payment of damages in accordance with section VIII of these General Terms and Conditions of Delivery. For the purposes of payment obligations, transfer of risk and warranty obligations, partial deliveries shall be deemed separate and independent deliveries. If the Purchaser fails to accept the delivery, the seller may demand damages amounting to 10% of the total purchase price. Such damages may be higher or lower if the seller is able to prove that the damage suffered is higher than that or the Purchaser is able to prove that the damage the seller suffered is lower than that.

## V. Place of performance, shipment, packaging, transfer of risk

1. Place of performance for all obligations resulting from the contractual relationship is the seller's works in 57399 Kirchhundem, Germany, unless otherwise agreed upon between the parties in any individual case.
2. The type of shipment and the packaging are subject to the seller's reasonable discretion. The usual packaging will be the smallest packaging unit shown in the catalogue. If deviating quantities are ordered, the next possible packaging unit will be delivered.
3. The risk shall be transferred to the Customer upon transfer of the item to be delivered to the carrier, forwarder or any other third party commissioned to effect delivery at the latest; in each case the commencement of the loading process shall be decisive. If dispatch or transfer is delayed due to circumstances attributable to the Customer, the risk shall be transferred to the Customer as of the date the item to be delivered was ready for dispatch and the seller informed the Customer that such item was ready for dispatch. The risk shall also pass if and as soon as the Customer is in delay in acceptance.
4. During any delay in acceptance, the Customer shall bear the usual storage costs. Both parties reserve the right to assert and provide evidence for additional or lower storage costs.
5. The seller will only take out insurance for the shipment against damage based on theft, breakage, transport, fire and water or other insurable events at the Customer's express request and expense.
6. In case of contracts for ongoing delivery, the Customer must be informed of the types and classifications in due time. If the Customer fails to call and classify in due time, the seller, after setting a grace period and such grace period has lapsed without result, is entitled to classify and deliver in their own discretion or to rescind the contract subject to the requirements stipulated in section IV. 4 and to demand compensation for any damage suffered as a consequence thereof. The seller reserves the right to assert higher damage caused thereby.
7. Return shipments that are not based on a material defect or on a defect of title will be processed in accordance with the seller's return conditions which can be accessed at [www.mennekes.de](http://www.mennekes.de), menu item General Terms and Conditions.

## VI. Warranty, material defects

1. Irrespective of the additional obligations to inspect and to make a complaint in respect of a defect immediately on receipt of the goods for mutual commercial transactions in accordance with section 377 of the German Commercial Code (HGB), the Customer shall be obliged to inspect the delivered goods for obvious defects and to make written complaints in respect of such obvious defects (including incomplete or wrong deliveries) within two weeks after receipt of the goods and for defects that can only be detected at a later time within two weeks after they were detected. If the Customer fails to make such complaints, the goods, taking into consideration the obvious defect, shall be deemed accepted and the Customer will not be able to assert any rights against the seller. Upon the seller's request, the delivered item for which a complaint was made must be returned to the seller "delivery free of charge". If a notification of a defect is justified, the seller will reimburse the Customer the costs for the most favourable shipping method, however, this shall not apply to the extent the costs increase because the delivered item is not at the location of its intended use.
2. If a notification of a defect is justified, the seller may choose within a reasonable period of time to rectify the defect or to effect a replacement delivery. Should such rectification or replacement delivery fail, i.e., be impossible, unreasonable, refused or unreasonably withheld, the Purchaser is entitled to rescind the contract or to reasonably reduce the purchase price.
3. If the Purchaser is responsible for a defect, the seller will be entitled to demand damages if the prerequisites stipulated in VIII. are fulfilled.
4. In case a defect relates to components of third-party manufacturers and the seller is unable to remedy such defects for actual or for licence-related reasons, the seller, in their discretion, will assert warranty claims vis-à-vis the manufacturers and suppliers for the Customer's account or assign these claims to the Customer. There will be no warranty claims against the seller for such defects subject to the other prerequisites and in accordance with these General Terms and Conditions of Delivery unless the judicial enforcement of the above-stated claims against the manufacturer and supplier is without success or pointless, e.g., due to insolvency. For the duration of the legal dispute, the statute of limitation of the Customer's warranty claims against the seller shall be suspended.
5. Any claims for compensation for expenses the Purchaser may have against the seller in accordance with section 445a(1) and (2) or section 327u(1) of the German Civil Code shall be excluded if the Customer fails to fulfil their obligation to inspect and to make a complaint in respect of a defect immediately on receipt of the goods or if the goods were processed and changed.
6. A delivery of used goods, if agreed upon with the Customer in any individual case, will be made without any warranty for material defects unless such defects were fraudulently concealed by the seller.
7. The Purchaser will not be entitled to make a notification of a defect for the entire delivery if only a part of the delivery is affected.

## VII. Property rights

1. In accordance with this section VII., the seller warrants that the delivered item is free from industrial property rights or copyrights of third parties in the country (state) in which the agreed place of delivery is located. Unless otherwise expressly agreed upon in writing, the place of delivery is Kirchhundem, Germany. The parties will notify each other without delay in writing of any claims asserted based on the violation of such rights. The regulation contained in clause 1 is not a warranty but only an agreement on the quality of the goods as stipulated in the statutory warranty regulations.
2. Should the delivered item violate an industrial property right or copyright of a third party, the seller, in their sole discretion and at their own expense, will change or exchange the delivered item in such a manner that no third-party rights are violated anymore but the delivered item continues to provide the contractually agreed functions or conclude a licence agreement and grant the Customer the right of use. Should the seller fail to do so within a reasonable period of time, the Customer shall be entitled to rescind the contract or to reasonably reduce the purchase price. Any claims for damages the Customer may have against the seller are subject to the limitations stipulated in section VIII. of these General Terms and Conditions of Delivery.
3. Should the products of third-party manufacturers delivered by the seller violate any rights, the seller, in their sole discretion, will assert their claims against the manufacturers and sub-suppliers or assign such claims to the Customer. In these cases, there will be no warranty claims against the seller in accordance with this section, unless the judicial enforcement of the above-stated claims against the manufacturer and sub-supplier is without success or pointless, e.g., due to insolvency.
4. Should deliveries that are made in accordance with the Customer's drawings or other specifications violate third-party property rights, the Customer shall be responsible for the correctness of the deliveries and must ensure that they do not violate any third-party property rights. In this regard, the Customer shall be obliged to indemnify the seller against any claims of an owner of property rights, however, in case of claims for damages only if the Purchaser fails to prove that the defectiveness of the Purchaser's information or the violation of property rights are not in the Purchaser's sphere of responsibility. If, in such case, a third party – invoking such third-party property right– prohibits the seller from producing or delivering, the seller, after having granted the Purchaser a reasonable grace period for the remedy of that third-party prohibition and such period lapsed without success, shall be entitled to stop the work immediately and to rescind the contract. This shall not affect the seller's right to assert claims for damages against the Purchaser based on statutory provisions.

## VIII. Other liabilities (limitation and exclusion)

1. The seller's liability for damages, irrespective of the legal reason, resulting from (without limitation) impossibility of or delay in, defective or wrong delivery, breach of contract, breach of obligations during contract negotiations and tortious acts shall be limited in accordance with the regulations below, to the extent fault is a factor.
2. The seller shall not be liable for slight negligence of its bodies, legal representatives, employees or other vicarious agents unless there is a breach of material contractual obligations. Material contractual obligations are obligations the fulfilment of which actually facilitates the due execution of the contract and the fulfilment of which the contractual parties generally rely on and may rely on.
3. To the extent the seller is liable for damages in accordance with the above paragraph, such liability shall be limited to damage foreseen by the seller at the time of conclusion of contract as a possible consequence of a breach of contract or which the seller should have foreseen had they exercised due care. Any indirect or consequential damage resulting from a defect of the delivered item shall only be deemed to be a recoverable damage to the extent such damage can typically be expected if the delivered item is used as intended.
4. In case of a liability for slight negligence, the seller's liability for property damage and any additional pecuniary damage resulting therefrom shall be limited to such damage as is usually and typically insurable by means of a third-party liability insurance/product liability insurance to be taken out by the seller at reasonable conditions, even if the damage is based on a violation of material contractual obligations.
5. The above exclusions and limitations of liability shall also apply to the same extent to the seller's bodies, legal representatives, employees and other vicarious agents.
6. Unless otherwise expressly agreed upon, the seller does not owe training, service or other advice or technical service regarding the ordered goods. Should the seller render any such services, they are deemed to be non-binding recommendations or advice as stipulated in section 675(2) of the German Civil Code.
7. Subject to statutory limitations of liability, the above exclusions and limitations of liability shall not apply to claims based on any damage caused by the seller, the seller's statutory representatives or vicarious agents:
  - based on injury to life, limb or health;
  - based on wilful or grossly negligent violations of obligations or fraudulent intent;
  - with regard to a warranty, if any;
  - to the extent the matter falls within the scope of application of the Product Liability Act;
  - within the scope of application of section 478(2) of the German Civil Code.

## IX. Statute of limitation, limitation periods

1. The statutory claims based on liability for defects in quality shall become statute-barred one year after the goods are handed over to the Purchaser. This includes the claims based on section 445a(1) and (2) of the German Civil Code if an entrepreneur is at the end of the delivery chain.
2. The above shortened period shall not apply to the cases stated in sections VIII.2. and VIII.7. In these cases, the statutory claims based on defects in quality shall become statute-barred within the statutory limitation period. In any case, the limitation period commences in accordance with statutory regulations. The statutory regulations on the interruption of the statute of limitation, interruption and recommencement shall remain unaffected. Claims for damages in accordance with the Product Liability Act (ProdHaftG) and/or based on wilful or grossly negligent violations of obligations shall be subject to statutory limitation regulations.

## X. Retention of title

1. The seller reserves the title to the delivered item (goods subject to retention of title) until all receivables from the Customer resulting from the business relationship including future receivables, including receivables from other contracts concluded at the same or at a later time, are paid. For current account transactions, the retention of title and all rights are deemed to be security for the entire outstanding balance claim together with interest and costs. The Customer shall be obliged to inform the seller immediately of any attachments of or other interferences with the delivered items. The Customer shall be obliged to inform the seller immediately of any application for the institution of insolvency proceedings or of any third-party attachment of the goods subject to retention of title. In case of any third-party attachment, the Customer must inform such third party of the retention of title. The Purchaser must reimburse the seller for any costs the seller incurs for the protection of the seller's property rights, to the extent such costs cannot be collected from the attaching third party.
2. The Customer shall be entitled to process and resell the delivered item in their ordinary course of business. This right shall end if the Customer is in delay in payment, ceases to make payments when due or if an application for the institution of insolvency proceedings against the Customer's assets. The Customer shall ensure that the goods subject to retention of title are only sold subject to retention of title and that the claims based on such resale are passed on to the seller in accordance with 5. and 6. The use of the goods subject to retention of title for the fulfilment of a contract for work and services or a contract for work and materials shall also be deemed to be a re-sale thereof. The Purchaser shall not be entitled to otherwise dispose of the goods subject to retention of title, including without limitation transfer by way of security or pledge. Receivables based on the resale of the goods subject to retention of title must not be assigned unless it is an assignment for actual factoring of which the seller is informed and the proceeds of such factoring is higher than the value of the secured receivables. The seller's receivables shall become due immediately when the factoring proceeds are credited to Purchaser's account.
3. By processing the goods subject to retention of title, the Customer will not gain ownership to the new products in accordance with section 950 of the German Civil Code. Such processing or alteration will be made in the seller's name without imposing any obligations on the seller. The processed or altered goods shall be deemed to be goods subject to retention of title.
4. Should the Purchaser process, combine or blend the goods subject to retention of title with other goods the seller shall be entitled to a co-ownership to the new goods at a proportion corresponding to the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. If the seller's ownership expires due to such processing, combination or blending, the Customer transfers to the seller, effective immediately, the property rights and expectant rights to the new goods or items corresponding to the invoice value of the goods subject to retention of title, and in case of processing corresponding to the ratio of the invoice

value of the goods subject to retention of title to the invoice value of the other goods used for processing, and the Customer will keep these goods for the seller without cost. The seller's co-ownership rights are deemed to be goods subject to retention of title.

5. Effective immediately, the Purchaser assigns to the seller all claims resulting from the resale of the goods subject to retention of title. These claims are deemed to be security to the same extent as the goods subject to retention of title.

6. If the Customer resells the goods subject to retention of title together with other goods, the claims from such resale will be assigned to the seller at an amount corresponding to the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods. For the resale of goods in which the seller has a co-ownership in accordance with no. 4., the Customer will assign to the seller a part of the claims corresponding to such co-ownership.

7. The seller and the Customer are entitled to collect the receivables. However, the seller will refrain from collecting such receivables to the extent the Customer fulfils their payment obligations to the seller, no application for the institution of insolvency proceedings has been filed and/or the Customer does not cease to make payments when due. Otherwise, the Customer, upon the seller's request, shall be obliged to provide the seller with an exact list of the Customer's receivables, stating names and addresses of the buyers, to inform the buyers of the assignment and to provide the seller with any information necessary for the assertion of the assigned claims. The Customer authorises the seller to inform the buyers of the assignment and to collect the receivables as soon as the Customer is in delay in payment or the Customer's financial situation deteriorates. The seller may request an audit of the assigned receivables by one of the seller's agents based on the Customer's books and records. The Customer must provide the seller with a list of the goods subject to retention of title in stock.

8. If the value of the collaterals exceeds the secured receivables by more than 10%, the seller, upon the Customer's request, will be obliged to release securities to the extent their value exceeds the receivables, taking into consideration the Customer's interests. The value of the securities for the standard retention of title and for cases in which the Customer resells the goods and retains the title thereto shall be the invoice value at which the Customer purchases the goods from the seller, and for the extended retention of title the invoice value at which the Customer resells such goods.

9. Based on the retention of title, the seller is entitled to request that the delivered item be returned after the seller rescinded the contract. The seller is entitled to rescind the contract without taking into consideration the prerequisites stated in section 323 of the German Civil Code, including without limitation without a notice period, starting at the time the Customer is in delay in payment in whole or in part. The same shall apply, *mutatis mutandis*, if the Customer ceases to make payments when due or if composition or insolvency proceedings are instituted against the Customer's assets. All costs incurring in connection with the return of the delivered item shall be borne by the Customer. The seller shall be entitled to sell the returned delivered item.

## XI. Consent to the processing of data

The seller shall be entitled to process any data of the Customer received in connection with the business relationship within the framework of the applicable statutory regulations.

## XII. Final provisions

1. Place of jurisdiction for any disputes arising out of the business relationship between the seller and the Customer is, in the seller's discretion, Kirchhundem or the Purchaser's registered office. 57399 Kirchhundem shall be the exclusive place of jurisdiction for any legal actions against the seller. Mandatory legal provisions regarding exclusive places of jurisdictions shall remain unaffected.

2. The relation between the seller and the Purchaser are solely subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

3. Should the contract or these General Terms and Conditions of Delivery contain any gaps, such gaps shall be deemed filled with legally effective regulations the contracting parties would have agreed in accordance with the economic goals of the contract and in accordance with the purpose of these General Terms and Conditions of Delivery had they been aware of such gap. The ineffectiveness of individual clauses of this contract shall not affect the effectiveness of the remaining provisions and the continuance of this contract. Such ineffective provision shall be replaced by an effective provision that comes as close as possible to the economic intent of the ineffective provision.

Typos, changes and errors excepted.

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