

# General Conditions of Sale

## 1 Scope of application

1.1 The following General Conditions of Sale (also "GCS") shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law ("contractual partners") for all delivery transactions of Spherea GmbH ("Spherea"), unless otherwise stated in Spherea's offer or order confirmation.

1.2 General terms and conditions of the contractual partner or other third parties shall not be recognized unless Spherea expressly agrees to their validity. Spherea's General Conditions of Sale shall also apply if Spherea carries out the delivery without reservation in the knowledge of conflicting terms and/or terms deviating from these General Conditions of Sale.

## 2 Conclusion of contract

2.1 Spherea's offers are subject to change and non-binding, unless expressly agreed otherwise, e.g. by an acceptance period. The order placed by the contractual partner shall be deemed a binding contractual offer. Spherea reserves the right to confirm receipt of the order ("order confirmation"). However, the order confirmation does not constitute acceptance. Unless otherwise stated in Spherea's offer, Spherea shall be entitled to accept this contractual offer in a binding manner within 10 working days of its receipt in accordance with the following section 2.2.

2.2 Spherea shall declare its acceptance of the contractual offer and the associated conclusion of the contract either in writing (e.g. by order confirmation) (e-mail is sufficient) or by delivering the subject matter of the contract to the contractual partner.

## 3 Documents from Spherea

3.1 Documents provided or made available by Spherea to the contractual partner prior to the conclusion of the contract, such as illustrations, drawings, weight and dimension specifications, calculations, etc., shall not become part of the contract unless they are expressly included in the contract in Spherea's order confirmation. Spherea reserves the right to make changes to the technical concept on which the subject matter of the contract is based even after this date, provided that this does not impair the contractually stipulated quality and requirement profile of the subject matter of the contract.

3.2 All documents shall remain the sole property of Spherea even if they are handed over to the contractual partner. They shall be treated confidentially and may not be made accessible to third parties or utilized by the contractual partner for itself or for third parties without Spherea's written consent and shall be returned to Spherea upon request.

## 4 Prices

4.1 Spherea's prices are ex works. They are exclusive of the statutory value added tax applicable at the time of performance. Packaging, loading and freight costs including insurance costs will be charged separately.

4.2 For deliveries abroad, Spherea's prices shall apply "net FOB German port" or "carriage paid German border" including the usual packaging, unless otherwise agreed. If Spherea's prices are "CIF" as a result of a special agreement, costs for unloading, lighterage and landing, port and quay charges levied at the port of destination are not included in the price.

4.3 Customs duties, consular fees and other taxes, duties, fees, etc. levied based on foreign regulations, as well as any associated costs, shall be borne by the contractual partner.

4.4 Spherea shall ensure compliance with foreign packaging, weighing and customs regulations, provided that the contractual partner provides the necessary information in good time. The contractual partner shall bear the additional costs associated therewith.

4.5 If there is a period of more than three months between the conclusion of the contract and the delivery of the subject matter of the contract and if the cost factors for the manufacture of the subject matter of the contract increase on the part of Spherea during this period (in particular as a result of collective wage agreements, wage increases and increases in the price of materials), Spherea shall be entitled to claim for the resulting increased prices against the contractual partner.

## 5 Terms of payment

5.1 Unless otherwise agreed, all payments are to be made by the contractual partner 30 days after the invoice date, without any deductions, in euros. If delivery is delayed for reasons for which the contractual partner is responsible, delivery shall be deemed to have taken place upon notification of readiness for dispatch.

5.2 If a transfer of payments from a country from which the payment is to be made is not possible at the due date, the contractual partner shall pay the equivalent value of the amount owed on time to a bank acceptable to Spherea in that country for the benefit of Spherea. If the contractual partner has not paid the amount owed in euros and the exchange rate has deteriorated by the time the payments are transferred, the contractual partner must make a corresponding additional payment.

5.3 Payment deadlines shall be deemed to have been met if the purchase price has been received by Spherea within the agreed period and Spherea can dispose of the amount.

5.4 If the contractual partner is in default of payment, Spherea shall be entitled to demand default interest in the amount of 9% p.a. above the applicable base interest rate. In addition, Spherea shall be entitled to demand higher interest on other legal grounds and/or to claim further damages.

5.5 The contractual partner is not entitled to offset counterclaims unless the counterclaims are undisputed or have been legally established.

5.6 If, after conclusion of the contract, there is a significant deterioration in the financial circumstances of the contractual partner or if Spherea becomes aware of circumstances which jeopardize the claim to remuneration, Spherea shall be entitled to refuse to fulfil its own performance obligations under the contract until the contractual partner has fulfilled its obligations under this contract or provided security for them.

5.7 In this case (clause 5.6), Spherea reserves the right to set a reasonable deadline within which the contractual partner shall, at Spherea's discretion, either pay the entire remuneration in advance or provide reasonable security (e.g. by providing a bank guarantee) step by step with the provision of services by Spherea. After the unsuccessful expiry of the deadline, Spherea may withdraw from the contract.

## 6 Delivery

6.1 The delivery times are stated in Spherea's order confirmation and shall commence at the earliest upon receipt of the order confirmation by the contractual partner. The delivery times shall be deemed to have been met if the shipment is ready for dispatch within the agreed period and the contractual partner has been notified accordingly. Spherea shall be entitled to make partial deliveries.

6.2 Unless otherwise contractually agreed, all deliveries are EXW (INCOTERMS 2020). In case of shipment, freight and packaging costs shall be charged additionally. In such cases, Spherea shall out transport insurance at the expense and for the benefit of the contractual partner. The contractual

partner shall notify Spherea as well as the delivering carrier in writing of any transport damage immediately upon receipt of the delivery.

6.3 Cases of force majeure shall entitle Spherea to postpone delivery as long as the event continues. If Spherea is permanently unable to deliver as a result of force majeure, but at least for a period of six months, Spherea shall be released from its obligation to deliver. The term "force majeure" includes all circumstances for which Spherea is not responsible and which make it impossible or unreasonably difficult for Spherea to perform the delivery, such labor disputes (e.g. strike, lawful lockout), civil war, acts of terrorism, riots, natural disasters, official measures (e.g. import and export bans), shortage of energy and raw materials and untimely self-delivery for which Spherea is not responsible. If Spherea is released from its obligation to deliver, the contractual partner shall be entitled to withdraw from the contract.

6.4 Spherea's compliance with the stipulated delivery periods is subject to the timely and proper fulfillment of all contractual duties to cooperate by the contractual partner at its expense, this means in particular the provision of all necessary documents, permits and approvals regarding the delivery of the subject matter of the contract as well as the provision of the premises, building materials and supplies, raw materials and auxiliary materials, tools, skilled and unskilled workers, energy, water, light and heat supply, other connections as well as protective clothing and protective devices required for the delivery. If the contractual partner is responsible for delays in the fulfillment of its obligations to cooperate, the delivery periods for Spherea shall be extended appropriately, but at least by the duration of the delay.

6.5 If the delivery is postponed beyond the agreed delivery date at the request of the contractual partner, Spherea shall charge to the contractual partner the storage costs incurred from the time of the original delivery date, in the case of storage at Spherea's premises 0.5% of the total invoice amount for each commenced week of storage, but not more than 5% of the total remuneration provided for in the contract, unless the contractual partner proves that Spherea has incurred less or no damage. The contractual partner is at liberty to prove that Spherea has incurred lower or no costs as a result of the storage.

6.6 If Spherea is in default with the delivery of the subject matter of the contract, the contractual partner may claim damages after an grace period of 90 days. The amount of damages shall be 0.25% of the remuneration attributable to the delayed delivery for each full week of delayed delivery, beginning with the expiry of 90 days, up to a maximum of 5% of the total remuneration provided for in the contract, unless Spherea proves that the contractual partner has suffered less or no damage. Any further liability of Spherea due to delay shall be excluded subject to the provisions in section 11.

## 7 Transfer of risk

7.1 The risk of accidental loss and accidental deterioration shall pass to the contractual partner upon handover of the subject matter of the contract to the forwarding agent, carrier or collector (also in case of transportation by means of the contractual partner's own means of transport), at the latest, however, upon leaving Spherea's warehouse.

7.2 If the shipment of the subject matter of the contract is delayed for reasons for which Spherea is not responsible, the risk of accidental loss and accidental deterioration shall be transferred to the contractual partner upon Spherea's notification of readiness for shipment. Spherea shall be entitled to store the subject matter of the contract by taking out insurance against storage risks at the expense of the contractual partner.

7.3 The above provisions shall not apply if pricing is agreed for which the INCOTERMS 2020, including the supplements valid at the time of conclusion of the contract, provide for a different regulation of the transfer of risk.

7.4 If the contractual partner is in default with the acceptance of the subject matter of the contract or if it returns the subject matter of the contract without justification, Spherea may claim damages after the fruitless expiry of

a deadline set to the contractual partner for acceptance. This shall amount to 20% of the net contract amount, unless Spherea proves a higher amount, or the contractual partner proves a lower amount or the absence of any damage on the part of Spherea.

## 8 Retention of title

8.1 Until all claims to which Spherea is entitled from the entire business relationship with the contractual partner have been satisfied, Spherea reserves the following securities, which shall be released pro rata at Spherea's discretion as soon as their realizable value exceeds the claim against the contractual partner by more than 20% on a sustained basis. In the case of a current account, the securities shall serve to secure the balance claim.

8.2 The subject matter of the contract shall remain the property of Spherea until full payment has been made, unless otherwise agreed. The contractual partner shall not be entitled to pledge the subject matter of the contract or to assign it as security. If a third party nevertheless acquires rights to the subject matter of the contract, the contractual partner hereby assigns to Spherea all rights to the subject matter of the contract arising therefrom. Spherea accepts the assignment. The contractual partner shall be obliged to inform Spherea immediately if the subject matter of the contract is seized, confiscated or otherwise disposed of by a third party.

8.3 The contractual partner is obliged to treat the contractual object subject to retention of title with care and to maintain it properly. In particular, he shall be obliged to insure it at his own expense against fire and water damage, damage, theft and destruction at replacement value. The contractual partner hereby assigns to Spherea all claims arising from the insurance contract. Spherea accepts this assignment. Spherea shall be entitled to demand the submission of proof of the existence of the insurance cover.

8.4 The contractual partner shall be entitled to resell the subject matter of the contract delivered by Spherea in the ordinary course of business. In this case, the contractual partner hereby assigns to Spherea all claims arising from the resale of the subject matter of the contract. Spherea accepts the assignment. However, the assignment shall only apply to the amount corresponding to the value of the resold subject matter of the contract invoiced by Spherea. The portion of the claim assigned to Spherea shall have priority over other claims.

8.5 As long as the contractual partner duly fulfills its contractual obligations towards Spherea, it shall be entitled to collect the claims assigned to Spherea as security. At Spherea's request, the contractual partner shall disclose the retention of title to the third-party purchaser and hand over all documents required to assert Spherea's claims and provide the necessary information. All costs of the collection of claims by Spherea and any interventions shall be borne by the contractual partner.

8.6 If the contractual partner defaults on its payment obligation in whole or in part, if there is over-indebtedness or suspension of payments, or if an application for composition or insolvency has been filed or should have been filed, Spherea shall be entitled to rescind the contract and to demand the return of all contractual items still subject to retention of title and to take possession of them immediately. Spherea may also immediately assert the further rights arising from the retention of title; the same shall apply in the event of any other significant deterioration of the contractual partner's financial circumstances. The contractual partner shall grant Spherea or its agents access to all of its business premises during business hours. Spherea shall be entitled to realize the contractual items with the diligence of a prudent businessman and to satisfy its claims from the proceeds thereof, considering the outstanding claims. Any rights of retention of the contractual partner are expressly excluded.

8.7 If the contractual partner processes or transforms the subject matter of the contract, such processing or transformation shall be carried out for Spherea. Spherea shall become the direct owner of the object produced by the processing or transformation. If this is not possible for legal reasons,

Spherea and the contractual partner agree that Spherea shall become the owner of the new item at any time of processing or transformation. The contractual partner shall store the new item for Spherea with the diligence of a prudent businessman. The expectant right of the contractual partner to the subject matter of the contract shall continue in the processed or transformed item. If the subject matter of the contract is processed with other items not belonging to Spherea, Spherea and the contractual partner agree that Spherea shall acquire co-ownership of the new item in the ratio of the objective value of the subject matter of the contract to the other processed items at the time of processing. The object created by processing or transformation shall be deemed to be reserved goods.

8.8 If the subject matter of the contract is inseparably mixed with other items not belonging to Spherea, Spherea shall acquire co-ownership of the new item in the ratio of the objective value of the subject matter of the contract to the other mixed items at the time of mixing. If the mixing takes place in such a way that the object of the contractual partner is to be regarded as the main object, Spherea and the contractual partner agree that the contractual partner shall transfer co-ownership to Spherea on a pro rata basis. The contractual partner shall hold the sole ownership or co-ownership thus created in safe custody for Spherea with the diligence of a prudent businessman.

8.9 If the retention of title is not effective in the above form under the law of the country of destination, the contractual partner shall cooperate in establishing a security interest for Spherea in accordance with the provisions of its country.

## 9 Rights of the contractual partner in the event of defects

9.1 In order to determine any defects, the contractual partner shall inspect the subject matter of the contract immediately after delivery and, if an obvious defect is found, notify Spherea thereof in writing without undue delay. The contractual partner shall notify Spherea in writing of any non-obvious defects within one year of delivery of the subject matter of the contract at the latest. If the contractual partner fails to comply with the aforementioned preclusion periods, the subject matter of the contract shall be deemed approved with the consequence that the contractual partner shall lose its warranty rights.

9.2 The basis of Spherea's liability for defects is above all the agreement reached on the quality and intended use of the subject matter of the contract (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject matter of the individual contract or which were made public by Spherea (in particular in catalogs or on our homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense.

9.3 Insofar as contractual items contain digital elements or other digital content, Spherea shall only be obliged to provide and, if applicable, update the digital content, insofar as this expressly results from a quality agreement pursuant to Section 9.2. Spherea assumes no liability for public statements of the manufacturer and other third parties in this respect

9.4 If the subject matter of the contract proves to be defective, Spherea may determine the type of subsequent performance, i.e. either the elimination of the defect or the delivery of a defect-free item.

9.5 Spherea may make subsequent performance dependent on the contractual partner paying a reasonable part of the remuneration, taking into account the defect. Spherea may refuse the chosen type of subsequent performance if it is only possible at disproportionate cost.

9.6 If Spherea fails twice to remedy the defect, if Spherea refuses to remedy the defect or if Spherea fails to remedy the defect within a reasonable period of time set by the contractual partner, the contractual partner may reduce the purchase price or rescind the contract and claim compensation

for futile expenses or damages in lieu of performance. The rights of the contractual partner to withdraw from the contract and to claim damages instead of performance are excluded if the defect of the item is only insignificant.

9.7 The contractual partner shall not be entitled to any rights due to defects caused, for example, by incorrect storage, operation, maintenance or excessive use of the subject matter of the contract, by the use of unsuitable operating materials, construction work and building sites or improper modifications, repair work and the violation of seals on the subject matter of the contract or otherwise by the violation of contractual specifications and product regulations on the part of the contractual partner or third parties.

9.8 The contractual partner's claims shall lapse one year after delivery of the subject matter of the contract.

## 10 Rights of use

10.1 Unless otherwise agreed below or expressly agreed otherwise between the parties, all intangible property rights already existing on the part of Spherea or other licensors at the time of conclusion of the contract and such intangible property rights acquired by Spherea outside the scope of these GCS, in particular industrial property rights and copyrights, shall remain solely with Spherea or other licensors.

10.2 Spherea grants the contractual partner a non-exclusive, non-transferable, non-sublicensable right, limited in time to the term of the contract, to use the contractual items containing digital elements or other digital content for its own operational purposes and for the defined purpose, to the extent of the agreed contractual services, subject to overriding terms of use of the licensors or deviating agreements between the parties.

10.3 The contractual partner is expressly prohibited from reading out the source or object code of the subject matter of the contract, the underlying program structure and program logic or the underlying know-how (e.g. reverse engineering).

## 11 Liability

11.1 Spherea shall in any case be liable without limitation for intent and gross negligence, injury to life, body or health as well as in cases of mandatory statutory liability (e.g. under the Product Liability Act and within the scope of no-fault guarantees granted).

11.2 Unless otherwise stipulated above, the following limitations of liability shall apply:

11.2.1 In the event of a slightly negligent breach of material contractual obligations, Spherea's liability shall be limited to the foreseeable damage typical for the contract. Material contractual obligations within the meaning of these GCS are obligations on the proper fulfillment of which the contractual partner may rely because they characterize the contract (cardinal obligations).

11.2.2 Liability for indirect and unforeseeable damage, loss of production and use, loss of profit, loss of savings and financial loss shall be excluded in the event of slightly negligent breaches of duty by Spherea.

11.3 To the extent that Spherea's liability is excluded or limited pursuant to this section 11, this shall also apply to the personal liability of its employees, workers, representatives and vicarious agents.

11.4 The limitation period for claims for damages of the contractual partner is 12 months after delivery of the contractual object, unless the application of the regular limitation period (§§ 195, 199 BGB (German Civil Code)) would lead to a shorter limitation period; in this case, the regular limitation period shall apply. This does not apply to claims under the Product Liability Act or to claims pursuant to section 11.1.

## 12 Corporate responsibility and sustainability

12.1 As part of its corporate responsibility, Spherea is committed to placing legal and ethical obligations at the heart of its business activities and fulfilling them beyond the legal framework. In order to meet these high expectations, Spherea not only expects its employees to behave in this responsible manner but also integrates these principles into its entire value chain and therefore also expects its customers to conduct their business in an environmentally and socially responsible manner.

12.2 Spherea and the contractual partner agree that the following provisions shall apply to their business relationship as an essential obligation and minimum requirement. They agree that the provisions of clauses 12.3 to 12.10 shall form the basis of all future deliveries by Spherea and that they shall apply in addition to any other contractual provisions (e.g. the provisions of an order confirmation by Spherea) applicable in connection with the respective delivery. The provisions of clauses 12.3 to 12.10 are not to be understood as exhaustive and they shall neither replace the relevant statutory provisions nor affect their validity. In particular, the statutory obligations of the contractual partner as well as the statutory rights of Spherea due to a breach by the contractual partner of its obligations arising from the provisions of sections 12.3 to 12.10 and/or the statutory provisions shall not be affected by the provisions of sections 12.3 to 12.10.

12.3 The contractual partner undertakes to promote respectful and dignified treatment of people of all origins and orientations. Discrimination, harassment and violations of equal treatment must not be tolerated by the contractual partner. The contractual partner must also comply with the ILO core labor standards and all applicable laws and regulations prohibiting human trafficking, slavery and child labor. The health and well-being of each individual must be promoted by the contractual partner. It must regularly identify risks and actual negative effects on human rights in order to derive suitable steps to prevent, eliminate or minimize them.

12.4 The contractual partner warrants that it is not involved in any activities in connection with tax fraud, corruption or violations of competition or antitrust law. Furthermore, the contractual partner complies with international trade regulations and observes all applicable laws relating to export and export controls. Compliance with the General Data Protection Regulation of the European Union and the associated responsible handling of personal data is also mandatory for the contractual partner. The contractual partner also guarantees compliance with all other laws and regulations applicable to its business. In addition, the contractual partner cooperates with authorities and supports them in all matters.

12.5 The contractual partner shall create an environment in which errors and problems can be dealt with openly and communicated without restriction. To this end, it shall introduce a complaints mechanism by means of which anyone can anonymously point out human rights or environmental risks or breaches of duty arising from the business activities of the contractual partner. Spherea must be informed immediately of any such violations.

12.6 The contractual partner shall maintain an appropriate occupational safety management system that avoids health and safety risks for its own employees as far as possible. It shall ensure that the working conditions comply with all applicable regulations and laws. The contractual partner must pay particular attention to safety, break times, vacation, fair wages and the payment of overtime. It shall ensure that fair working conditions prevail both for its own employees and for those of suppliers and third parties used, especially in third countries.

12.7 The contractual partner shall conduct its business in such a way that environmental risks are actively managed in all operations, products and supply chains. In particular, it must refrain from any types of soil changes, noise emissions, water and air pollution and water consumption that impede access to clean drinking water and sanitary facilities, have a negative impact on the basis of food production or lead to damage to health. In addition, the contractual partner must comply with internationally recognized conventions when handling chemicals, waste and mercury.

12.8 The contractual partner must respect the right of employees to form and join legally compliant organizations of their choice, to conduct collective bargaining and to strike. In cases where freedom of association and the right to collective bargaining are restricted by law, the contractual partner must provide alternative options for independent and free association of employees for the purpose of collective bargaining. Employee representatives must be protected from discrimination on the basis of their activities. The contractual partner may not discriminate against employees on the basis of their founding, joining or membership in such an organization. In addition, the contractual partner must refrain from commissioning or using private or public security forces to protect a business project if, due to a lack of instruction or control on the part of the contractual partner, (i) the prohibition of torture and cruel, inhuman or degrading treatment is disregarded when deploying the security forces, (ii) life or limb is injured or (iii) the permissible freedoms of association and union are impaired.

12.9 The contractual partner shall take precautions to avoid actual and potential conflicts of interest. Invitations and gifts from and to business partners may only be accepted or made by him within the framework of general business practices. When dealing with interests, the contractual partner must comply with all applicable laws regarding the protection of intellectual property.

12.10 As part of the provision of services, the contractual partner must ensure that all applicable laws and regulations concerning the procurement of minerals are complied with. Particular attention must be paid to minerals originating from conflict areas. In addition, the contractual partner shall implement effective measures to minimize the risk of putting counterfeit or non-CE-compliant parts into circulation.

12.11 Violations of any kind of the above provisions as well as a reasonable suspicion of a corresponding violation must be reported to Spherea immediately. In particular, a report can also be made via the e-mail address [compliance@spherea.de](mailto:compliance@spherea.de) or via <https://spherea.de/en/complaint-mechanism/>.

12.12 Failure to comply with the above points shall constitute a breach of the contractual obligations and shall entitle Spherea to terminate all current and future business relationships with the contractual partner for good cause. In any case, the contractual partner must take remedial measures immediately after the discovery of a breach. In addition, Spherea shall report all violations of legal requirements to the competent authorities and reserves the right to claim damages accordingly.

## 13 NO-RUSSIA/-BELARUS CLAUSE, embargoes and

13.1 The Contractual Partner shall neither directly nor indirectly sell, export or re-export contractual items to the Russian Federation or for use in the Russian Federation which are supplied under or in connection with these GTCS and which fall within the scope of Article 12 g of Council Regulation (EU) No. 833/2014.

13.2 The contractual partner shall use its best endeavors to ensure that the purpose of the above clause 13.1 is not frustrated by third parties in the further commercial chain, including potential resellers.

13.3 The contractual partner shall establish and maintain an appropriate monitoring mechanism to detect any behavior of third parties in the further chain of commerce, including potential resellers, that would defeat the purpose of the above clause 13.1.

13.4 Any breach of the foregoing clauses 13.1, 13.2 and 13.3 for which the contractual partner is responsible shall constitute a material breach of contract and shall entitle Spherea to demand appropriate remedies, including but not limited to:

- (i) the extraordinary termination (termination) of the contract; and

(ii) the assertion of an appropriate contractual penalty to be determined by Spherea at its reasonable discretion in the individual case and to be reviewed by the competent court in the event of a dispute. The contractual penalty shall be set off against any claims for damages

13.5 The contractual partner shall inform Spherea immediately of any (also feared) violations of the above clauses 13.1, 13.2 and 13.3, including any relevant activities of third parties which could frustrate their purpose. The contractual partner shall provide Spherea with information and corresponding written evidence of compliance with the obligations under this section 13 at any time upon request.

13.6 The above clauses 13.1 up to and including 13.5 shall apply accordingly to the indirect and/or direct sale, export or re-export contractual items delivered under or in connection with these GCS and falling within the scope of Article 8g of Council Regulation (EU) No. 765/2006 to the State of Belarus or to another country for which the European Union has imposed comparable obligations.

#### **14 Final provisions**

14.1 All legal relations between Spherea and the contractual partner shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of the Convention on Contracts for the International Sale of Goods (CISG).

14.2 The exclusive place of performance for all delivery and payment obligations is Ulm.

14.3 The exclusive place of jurisdiction for all disputes arising from and in connection with the business relationship shall be Ulm, as far as legally permissible. However, Spherea shall also be entitled to sue the contractual partner at its general place of jurisdiction.

14.4 Amendments and supplements to the contract as well as ancillary agreements must be made in writing. This also applies to any waiver of this written form requirement.

14.5 Should one of the above provisions be or become invalid, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, the parties shall agree on a valid provision that comes as close as possible to the GCS as a whole and the contractual agreements in factual, legal and economic terms. The same procedure shall apply if these General Terms and Conditions of Sale contain a loophole.