

**General Conditions of Sale of
J.A. Becker & Söhne GmbH & Co. KG**

1. Scope of application

1.1 These General Conditions of Sale apply only to contractors in the course of their commercial or independent professional activity and in relation to public-registered corporations. They apply to all commercial transactions between J.A. Becker & Söhne GmbH & Co. KG (hereinafter called the

“**Supplier**”) and the Client, even if not mentioned in subsequent contracts. They apply to works and services as appropriate. Acceptance takes the place of receipt for supplied products, whilst the receipt of service takes the place of acceptance, whilst in the case of services, acceptance takes the place of receipt of the service.

1.2 Any of the Client’s conditions of purchase of contrary effect to, supplementary to or deviating from these General Conditions of Sale are excluded from the content of contract unless their applicability is approved in writing by the Supplier. These General Conditions of Sale will also apply even if the Supplier unreservedly carries out a delivery to the Client in the knowledge of the Client’s contrary supplementary or deviating terms.

1.3 Any provisions contrary or supplementary to these Conditions of Sale, as negotiated between the Supplier and the Client for the execution of a contract, must be placed on written record in the contract. The same will apply to suspending this written-form requirement itself.

1.4 This does not affect any further rights which accrue to the Supplier by provisions of law or under other agreements further to these Conditions of Sale.

2. Negotiation of contract

2.1 The Supplier’s offers are free and non-binding unless otherwise indicated in writing by the Supplier.

2.2 The Supplier reserves all rights of ownership, copyright and other protected rights in respect of all offer documents, models, cost estimates, drawings, drafts, test pieces, models and similar physical and intangible information, including in electronic form. At the Supplier’s request, the Client will promptly release all documents to the Supplier once they are no longer needed in the normal course of business.

2.3 Documents relating to the offer, such as photographs, drawings and indication of weights &

dimensions are only approximately authoritative, unless expressly designated as being binding. They do not represent any agreement or guarantee for a corresponding characteristic or for the shelf life of products, unless they have been expressly agreed – in writing – to be so. Furthermore, the Client’s expectations concerning products or the utilisation of the same do not constitute any agreement or guarantee.

2.4 An order takes binding effect only once it has been confirmed by the Supplier in the form of a written order confirmation within two weeks or if the Supplier carries out the order and – in particular – if the Supplier responds by dispatching the products. Any order confirmation issued using automated media, in the absence of any signature or indication of any name, is deemed issued in writing. The order confirmation will not be binding on the Supplier if it contains any obvious mistakes, typos or errors of calculation.

2.5 The Supplier’s absence of comment in response to offers, orders, requests or other statements made by the Client may be interpreted as consent only if this understanding has been previously negotiated in writing.

2.6 If the Client’s financial circumstances should suffer serious deterioration, or if a well-founded application for the institution of insolvency proceedings or similar proceedings for the Client’s estate should be declined for lack of assets, then the Supplier is entitled to withdraw from the contract in whole or in part.

3. Scope of supply

3.1 The Supplier’s written confirmation of order is definitive with regard to the scope of supply or – in the case of an offer from the Supplier together with a binding timeframe and prompt acceptance – the Supplier’s offer will be authoritative if prompt order confirmation is not received. Subsidiary agreements and changes to the scope of supply will require the Supplier’s written confirmation as the prerequisite for their validity. The right to apply changes in the products’ design and form is reserved if the case relates to standard deviations in the field; or if the deviations remain within DIN tolerances or provided that the changes are not substantial and that they are reasonably acceptable for the Client. The same applies with regard to the choice of materials, specification and design.

3.2 Delivery in portions is permissible unless it is not reasonable – even taking account of the Supplier’s interests – for the Client to receive delivery in portions.

3.3 The Client is under obligation to conduct formal acceptance of the Supplier’s services. The Client may not decline to conduct formal acceptance on the grounds of minor defects. Formal acceptance is conducted by the Client’s signing the acceptance report.

It is, in particular, equated with formal acceptance if the Client does not accept the works within a reasonable timeframe extended to it by the Supplier, although the Client is correspondingly obliged; or if the Client commissions, or in any other manner uses, the corresponding products. The Supplier is also entitled to require part-acceptances.

4. Delivery time; Delay in delivery

4.1 The negotiation of delivery times (dates & deadlines) must be in written form. Delivery dates & deadlines are non-binding if they have not been previously designated by the Supplier, in writing, as being binding.

4.2 The delivery deadline commences at the stage of negotiation of contract, but not before full presentation of the documents, approvals and releases, the clarification of all technical issues and the receipt of an agreed down-payment or – in the event of a foreign transaction – following receipt of payment in full. The Supplier's adherence to the installation deadline presupposes that all commercial and technical issues arising between the Parties to the contract have been clarified and that the Client has fulfilled all of the obligations incumbent upon it, such as the provision of the required official forms of certification or approval, or the deposit of a down payment or – in the case of a foreign transaction – payment in full. If this is not the case, then the delivery time will be reasonably extended. This will not apply if the delay is attributable to the Supplier. Adherence to the delivery deadline presupposes the Client's prompt and correct fulfilment of its further obligations.

4.3 Adherence to the delivery deadline is subject to reservation of the Supplier's having received the correct and prompt supplies from its own suppliers, unless the reason for failure to receive correct supplies is attributable to the Supplier itself. In the event of the Supplier's not having received regular deliveries from its own suppliers, the Supplier will be entitled to withdraw from the contract. The Supplier will promptly notify the Client if the Supplier is to make use of its right of withdrawal, and will hand back to the Client any initial services which had been provided. The Supplier will indicate any imminent delays as soon as possible.

4.4 The delivery deadline is deemed adhered to if the products have left the Supplier's works by the time of expiry of the deadline, or if the Supplier has indicated readiness for the products to be collected or dispatched. If any acceptance is to be conducted, then – other than in a case of justified decline for acceptance – the acceptance date is definitive, or otherwise the indication of readiness for acceptance.

4.5 If dispatch or acceptance of the products is delayed for reasons attributable to the Client, then the Client will be charged – effective from one month after

notification of readiness or acceptance – for the costs incurred as the result of delay.

4.6 If the Client does not allow the Supplier – taking account of legally-valid exceptions – an adequate period of grace to provide service following the due date, and if any given period of grace is not adhered to, then the Client is entitled (within the framework of statutory regulations) to withdraw.

4.7 If dispatch is delayed at the Client's request, then it will be charged (commencing one month after indication of readiness for dispatch) the costs incurred for storage, but no less than 0.5% of the charge for each month in the case of storage at the Supplier's works. This does not affect the Supplier's further claims. The Client is entitled to bring proof that the Supplier incurred no costs, or only lower costs. However, the Supplier is entitled – having set a reasonable deadline and if such deadline expires without success – to make alternative disposals of the products and to provide delivery for the Client subject to a reasonably extended deadline.

5. Cross-border deliveries

5.1 In the case of cross-border deliveries, the Client must promptly submit to the competent authorities all of the declarations required for purposes of export from Germany and for import into the country of destination, and must carry out the required tasks, with particular reference to preparing the documents required for Customs clearance, and with regard to fulfilling the requirements applicable to any export controls or other restrictions on marketability.

5.2 Deliveries are carried out subject to the reservation that fulfilment is not prevented by any impediments arising from national or international regulations with particular reference to the provisions of export controls, embargoes or other sanctions.

5.3 Delays arising due to export controls will result in delivery times being extended in proportion; delivery dates will be reasonably deferred accordingly.

6. Prices; Payment

6.1 Prices are applicable ex-works, unless specifically agreed otherwise, including loading at the works, and do not include any dispatch costs, packing costs, insurance, statutory taxes, Customs duties or any other tolls. The costs consequently incurred, especially the costs for packing and transportation for the products, are charged separately. Prices are supplemented by VAT at the statutory rate, which is itemised separately on the invoice.

6.2 Orders for which no expressly fixed prices have been agreed, and in which the delivery time is set for a date which is at least two months after the date of negotiation of the contract, will be charged according to the Supplier's list prices applicable on the date of delivery. The entry of the list price applicable on the date of order on an order form, or the confirmation of an order, will not count as the negotiation of a fixed price. In the case of price increases by more than 5%, the Client is entitled to withdraw from the contract. At the Supplier's request, the Client will promptly indicate whether it intends to take up its right of withdrawal.

6.3 Unless otherwise agreed, the Client's payment must be paid into the Supplier's account without any deductions, as follows:

- 1/3 Down-payment after receipt of the order confirmation, within 14 days of having received the invoice;
- 1/3 as soon as the Client has been informed that the main sections are ready for dispatch, within 14 days of having received the invoice;
- the balance: within one month after the transfer of risk and receipt of the invoice.

The date of payment is defined as the date on which the Supplier is able to dispose of the price for the consignment. In the case of arrears in payment, the Client must pay interest in lieu of delay amounting to nine percentage points above the respective annual rate of interest. This does not affect the Supplier's further claims.

6.4 In the case of foreign transactions, payment is made – by way of deviation from paragraph 6.3 – before delivery, unless any other arrangement has been previously agreed in writing.

7. Transfer of risk and receipt of products

7.1 The risk of fortuitous loss and of fortuitous deterioration reverts to the Client as soon as the products have been handed to the transport provider or as soon as they leave the Supplier's store for purposes of dispatch. In the case of collection by the Client, risk reverts to the Client once it has been indicated that the goods are ready to be collected. Sentences 1 and 2 above remain applicable even if the consignment is sent in portions or if the Supplier has agreed to provide further services such as the coverage of transport costs or the installation of the products at the Client's works.

7.2 At the Client's request, and at its expense, the consignment can be insured by the Supplier with cover against theft, breaking & entry,

transport, fire and flooding, together with other insurable risks.

7.3 If the Client incurs delay in acceptance, then the Supplier may claim reimbursement of the loss arising, together with the reimbursement of any additional expenditures, unless the non-acceptance of the products was not attributable to the Client. In particular, the Supplier is entitled to place the products in store during the delay in acceptance, at the Client's expense. The charges for placing the products in-store is set as the flat rate of 0.5% of the net invoice value per calendar week or part calendar week. This does not affect the Supplier's further claims. The Client is entitled to bring proof that the Supplier incurred no costs, or only lower costs. The same will apply if the Client infringes any other obligations of collaboration unless the infringement of such obligations for collaboration was not attributable to the Client. The risk of fortuitous failure of fortuitous deterioration of the products reverts to the Client no later than by the date on which the Client incurs delay in acceptance. However, the Supplier is entitled – having set a reasonable deadline and if such deadline expires without success – to make alternative disposals of the products and to provide delivery for the Client subject to a reasonably extended deadline.

7.4 If dispatch is delayed due to circumstances not attributable to the Supplier, then risk will revert to the Client upon indication of readiness for dispatch. However, the Supplier is obliged - at the Client's request & expense - to take out the insurance cover requested by the Client.

7.5 Irrespective of the Client's claims for defects, it must accept delivered items even if they suffer from minor defects.

7.6 Part-deliveries are permissible.

8. Client's claims for defects

8.1 The Client's claims for defects presuppose that it has examined the delivered products on arrival together with the processing or use of a test piece, where reasonable, and has written promptly – no later than two weeks after receiving the products – to notify the Supplier of any obvious defects. Concealed defects must be the subject of written notification to the Supplier promptly after the defects are discovered. In the Client's written notification to the Supplier, it must provide a detailed description of the defects. Furthermore, at the stage of planning, construction, assembly, connection, installation, commissioning, operation and servicing of the products, the Client must follow the rules, instructions, directives and conditions laid down in the technical instructions for installation, for control and for operation, and other documents relating to individual products, and must in particular carry out and certify the correct servicing, and must use the recommended components. Claims for any defects arising as the result of infringing the above obligations will be excluded.

8.2 In the case of defects in the products, the Supplier is entitled at its own discretion to provide satisfaction in the form of rectification of the defect or otherwise to supply a defect-free product. Where satisfaction has to be provided, the

Supplier must bear all of the expenditures entailed in the provision of satisfaction, particularly the costs of transportation, carriage costs, labour costs and materials costs. Replaced components become the Supplier's property and must be handed back to the Supplier.

8.3 If the Supplier is not willing or able to provide satisfaction, then the Client, at its own discretion and irrespective of any claims for reimbursement for damage or expenditures, may withdraw from the contract or apply a reduction in the purchase price. The same will apply if the attempt at providing satisfaction fails, is not reasonably acceptable for the Client or if it is delayed beyond acceptable periods for reasons attributable to the Supplier.

8.4 The Client's right of withdrawal is excluded if it is unable to hand back the service that was received, and if this fact is due to the inherent impossibility of returning the service that was received, even if this is the fault of the Supplier or if the defect only came to light upon the processing or conversion of the products. Furthermore, the right of withdrawal is excluded if the defect is not attributable to the Supplier and if the Client is required to reimburse value in place of handing any item back.

8.5 No claims for defects arise on the basis of defects arising due to normal wear & tear, with particular reference to wearing parts, inexpert operation, assembly, utilisation or storage, or due to inexpertly applied modifications or repairs on the products by the Client or by third parties. The same will apply concerning defects which are attributable to the Client or to a technical cause other than the original defect.

8.6 The Client's claims for reimbursement of expenditures in place of compensation in lieu of performance will be excluded unless the expenditures were also incurred by a reasonable third party.

8.7 The Supplier does not provide any guarantees, with particular reference to guarantees of characteristics or

durability, unless otherwise agreed in writing in an individual instance.

8.8 The period of expiry for the Client's claims for defects is one year except in the case of the purchase of consumables at the end of the supply chain. If use has been made of the defective products - in accordance with their normal mode of use - for a building project, and if the defects have caused the building project to be deficient, or if the case concerns a defect in a building project, then the statutory period of expiry is 5 years. Claims on the basis of malpractice, attributable to a defect in the products, are also subject to a period of expiry of one year. The expiry period commences upon delivery of the products. The expiry period of one year does not apply in respect of the Supplier's unrestricted liability for claims arising from the infringement of a guarantee, or from loss of life, physical injury or damage to health, and does not apply in respect of wilful intent and gross negligence; nor does it apply in respect of product faults or in any instance where the Supplier took on a procurement risk. A response given by the Supplier to a claim for defects filed by the Client should not be regarded as entering into negotiations concerning the claim or concerning the circumstances on which the claim was based, if the Client's claim for defects is rejected in its entirety.

9. Reservation of ownership

9.1 The supplied products remain the property of the Supplier pending payment, in full, of the supply price and of all claims held against the Client by the Supplier on the basis of the business connection. The Client is under obligation to practise careful handling of products which are still subject to the reservation of ownership, and for the duration of the period of reservation of ownership. In particular, the Client is under obligation at its own expense to take out adequate insurance for the new value of products with cover against fire, water damage and theft. Upon request from the Supplier, the Client must provide proof of having taken out insurance. The Client hereby assigns to the Supplier all compensation claims arising from such insurance. The Supplier hereby accepts such assignment. Should such assignment not be permissible, then the Client hereby instructs the insurer to pay any payments exclusively to the Supplier. This does not affect the Supplier's further claims.

9.2 Only in the context of the normal course of business is it permissible for the Client to sell reserved-ownership products. Furthermore, the Client is not entitled to pledge any reserved-ownership products, nor to make any other disposals which would jeopardise the Supplier's right of ownership. In the case of distraints or other third-party interventions, the Client must promptly notify the Supplier in writing, and provide all information which is required in order to notify third parties as to the Supplier's rights of ownership and to collaborate with actions brought by the Supplier to protect the reserved-ownership products. If the third party is not able to reimburse the Supplier for the Court charges and extrajudicial costs for enforcing the Supplier's rights of ownership, then the Client will be obliged to compensate the

Supplier for the resultant loss unless the offence was not attributable to the Client.

9.3 The Client hereby assigns to the Supplier any claims arising from the resale of the products, together with all subsidiary rights, irrespective of whether or not the reserved-ownership products were sold on without processing, or after processing. The Supplier hereby accepts such assignment. Should such assignment not be permissible, then the Client hereby instructs the third-party debtor to pay any payments exclusively to the Supplier. The Client is authorised on a non-incontestable basis to collect on claims assigned to the Supplier, in its own name but on behalf of the Supplier. Any amounts collected must be promptly passed on to the Supplier. The Supplier may revoke the Client's authorisation to collect, together with the Client's entitlement to resell, subject to an important reason, and particularly if the Client fails to correctly fulfil its payment obligations in relation to the Supplier, if it incurs arrears in payment, if it ceases payments or if the institution of insolvency proceedings or comparable proceedings for the clearance of debts come to be requested by the Client, or if comparable proceedings for the clearance of debts in respect of the Client's estate are declined for lack of assets. In the event of global assignment on the Client's part, the claims assigned to the Supplier must be expressly excluded.

9.4 At the Supplier's request, the Client is under obligation promptly to notify the third-party debtor of the fact of the assignment and to provide the Supplier with such information and documentation as is required in order for it to collect on its claims.

9.5 In the event of malpractice, and specifically in the event of the Client's delay in payment, the Supplier is entitled – irrespective of its other rights – to withdraw from the contract upon expiry of a reasonable deadline set by the Supplier. The Client must promptly grant the Supplier or its representatives access to the reserved-ownership products, and release such products. Following prompt notification in the above context, the Supplier may make alternative disposal of the reserved-ownership products

for the fulfilment of its due claims held against the Client.

9.6 The right of processing or of conversion of reserved-ownership products by the Client is always reserved for the Supplier. The Client's right of entitlement to reserved-ownership products is continued in the item which has been processed or converted. If the products are processed or converted in conjunction with other items not belonging to the Supplier, then the Supplier acquires co-ownership of the new item in proportion to the value of the supplied products and in relation to other items processed at the time of the processing or conversion. The same will apply if the products are connected or combined with other items not belonging to the Supplier, such that the Supplier loses full ownership over them. The Client will preserve the new items on the Supplier's behalf. Furthermore, the item arising as the result of processing or conversion, or by combination or connection or combination, will be subject to the same provisions as those applicable to reserved-ownership products.

9.7 The Supplier is obliged at the Client's request to release the sureties accruing to it to the extent that the marketable value of the sureties exceeds by more than 10% – taking account of standard banking valuation charges – the Supplier's claims arising from its business connection with the Client. Such valuation must take account of the invoicing value of the reserved-ownership products and of the nominal value of any claims. It is specifically the Supplier's obligation to select the items to be released.

9.8 In the case of deliveries to other jurisdictions where this reserved-ownership rule does not have the same security value as in Germany, the Client hereby grants the Supplier a corresponding security interest. Where further measures are necessary in this context, the Client will do everything in its power in order to promptly extend such a security interest to the Supplier the Client will collaborate in all necessary & required actions taken as the prerequisite for the validity and enforceability of such security interests.

10. Supplier's liability

10.1 For losses/damage

- a) arising from the infringement of a guarantee or
- b) from instances of fatality, physical injury or damage to health and
- c) for wilful intent and gross negligence or
- d) to the extent that the Supplier took on a procurement risk -

- the Supplier is subject to unrestricted liability. The Supplier can be held liable for moderate negligence only in the event of the infringement of substantial obligations which are inherent in the nature of the contract and which are particularly important with regard to achieving the purpose of contract. In the event of the infringement of such obligations, in the event of delay and in the event of incapacitation, the Supplier's liability is restricted to the types of loss whose occurrence should typically be anticipated in the context of this type of contract. This does not affect mandatory statutory liability for product defects.

10.2 To the extent that the Supplier's liability is excluded or is restricted, the same will apply to the direct liability of the Supplier's spokesmen, workers, employees, representatives and agents.

11. Product liability

11.1 The Client will not modify the products, and in particular it will not modify or remove the attached warning notices concerning hazards in the event of inexpert utilisation of the products. Should this obligation be infringed, then the Client will hold the Supplier exempt, in the relationship between themselves, from any third parties' product liability claims unless the modification to the products was not attributable to the Client.

11.2 If the Supplier is justified, on the basis of a product defect affecting the products, in applying a product recall or issuing a warning, then the Client will make every effort to collaborate with such steps as the Supplier deems necessary and helpful, and will accordingly support the Supplier, with particular reference to ascertaining the required customer details. The Client is under obligation to bear the costs of the product recall or warning, unless it is not responsible, in terms of product-liability principles, for the product defect. This does not affect the Supplier's further claims.

11.3 The Client will promptly notify the Supplier, in writing, concerning risks coming to the Client's notice with regard to the utilisation of the products, and possible product defects.

12. Force majeure

12.1 Should the Supplier be impeded by force majeure in the fulfilment of its contractual obligations, especially the supply of the products, then the Supplier will be exempt from fulfilling its supply obligation for the duration of the impediment and for a reasonable initial period, without any obligation to pay compensation to the Client. The same will apply if it would be an unreasonable burden upon the Supplier – or if it is temporarily impeded from fulfilling its obligations – due to unforeseeable circumstances which were not attributable to the Supplier, with particular reference to industrial disputes, official measures, energy shortages, pandemics, blockages in supply in relation to one of its own suppliers

or substantial industrial disruptions. The same will also apply if such circumstances arise in connection with one of its own suppliers. The same will also apply if the Supplier is already in arrears. If the Supplier is exempt from the supply obligation, then the Supplier will reimburse the Client for any initial payments already made.

12.2 The Supplier is entitled to withdraw from the contract following the elapse of a reasonable period, if any such impediment should persist for longer than four months and if there is no longer any incentive for the Supplier to be bound to fulfil the contract due to the corresponding impediment. At the Client's request, the Supplier will declare – following the expiry of the deadline – whether it wishes to make use of its right of withdrawal or whether it will supply the products within a reasonable period of time.

13. Confidentiality

13.1 The Parties are under obligation to observe confidentiality concerning any information coming to their notice which has been designated as confidential or which – in the context of other circumstances – clearly relates to commercial or business secrets, for a period of five years as from delivery, and not to place it on record, pass it on or exploit it except where appropriate in the context of the business connection.

13.2 The confidentiality obligation will lapse to the extent that the information was already provably known to the recipient before the business connection was established, or was generally known before the business connection was established, or was generally accessible – or was generally known or accessible – without any culpability on the part of the recipient. The burden of proof rests with the recipient.

13.3 The Parties will ensure, by way of suitable contractual agreements with the workers and agents acting for them – and particularly with the freelance providers and contractors and service providers working for them – that such parties, too, will refrain (for a period of five years as from delivery) from engaging in any exploitation, forwarding or unauthorised logging of such commercial and industrial secrets.

14. Data protection

14.1 The Parties reciprocally undertake to adhere to the statutory provisions governing data protection, with particular reference to GDPR, the European General Data Protection Regulations, in their execution of the contract, and to place their employees under obligation to adhere to these provisions.

14.2 The Parties process the personal data which they receive (names and contact details of respective contact persons) exclusively for purposes of fulfilling the contract (Art. 6, paragraph 1, clause b), GDPR) and will protect

such data by means of technical security precautions fulfilling the latest technical standard (Art. 32, GDPR). The Parties undertake to erase personal data as soon as its processing is no longer required. This does not affect any statutory storage obligations.

14.3 If the Supplier processes any personal data on a contract basis within the context of execution of the contract on behalf of the Client, then the Parties will make this the subject of an agreement concerning contract processing as defined in Art. 28, GDPR.

15. Utilisation of software

15.1 To the extent that the scope of supply includes software, the Client is granted a non-exclusive right to utilise the supplied software together with its documentation. It is made over exclusively for use on the intended products and for purposes of their use as intended. Utilisation of the software is permitted exclusively on the products.

15.2 The Client may duplicate, revise, translate or convert the software from the object code into the source code only to the legally permissible extent (§§ 69a ff., Copyright regulations). The Client undertakes not to remove the manufacturer's information – with particular reference to copyright notices – without the Supplier's prior, express consent.

15.3 All other rights over the software and its documentation – including copies – continue to be held by the Supplier and/or by the software provider. It is not permissible to issue sub-licences.

16. Concluding provisions

16.1 Only by the Supplier's prior consent is it permissible for the Client's rights & obligations to be transferred to third parties.

16.2 The Client is entitled on the basis of counterclaims to apply offset only if such counterclaims have been confirmed with legal effect or are undisputed. The Client may claim a right of retention only if its counterclaim is based on one and the same contractual relationship.

16.3 The Supplier's legal relationship with the Client is governed exclusively by German law to the exclusion of the United Nations Treaty governing CISG: Contracts for the International Sale of Goods.

16.4 The Supplier's place of business is the exclusive jurisdiction for all disputes arising from the business relationship between the Supplier and the Client. The Supplier is also entitled to bring action at the Client's place of business and in any other permissible jurisdiction. Arbitration clauses are rejected.

16.5 The place of fulfilment for all of the Client's obligations and those of the Supplier will be the Supplier's place of business unless otherwise agreed.

16.6 The language of the contract is German.

16.7 Should any provision of these General Conditions of Sale be or become wholly or partially invalid or impracticable, or should these General Conditions of Sale be found to suffer from a loophole, then this will not affect the validity of the other provisions. Rather, in place of the provision that was found to be invalid or impracticable, there will be adopted such a valid or practicable provision as fulfils as closely as possible the purpose of the provision which had been found to be invalid or impracticable. In the event of a loophole, there will be deemed agreed the provision corresponding to that which would have been negotiated given the purpose of these General Conditions of Sale had the Parties detected the issue in the first place.