

## General Sales, Delivery and Payment Terms and Conditions

### Scope of General Terms and Conditions of Sale and Delivery

1.

These conditions of sale and delivery apply to all current and future business transactions by the company ALCO with customers who have their registered offices outside the Federal Republic of Germany. This also applies if the company ALCO does not draw the Customer's attention once again to the conditions of sale and delivery in the case of follow-up business transactions. The Customer's general terms and conditions of business shall not become an element of the contract under any circumstances. This applies even in the event of knowledge of such conditions or if the company ALCO does not expressly reject the scope of such conditions again unless their scope is expressly approved in writing.

2.

These General Terms and Conditions of Delivery and Sale shall not apply if the Customer acquires the goods for personal use or for use with the family or in the household, and the company ALCO was aware of this, or should have been aware of this, upon entering into the contract.

3.

In the event of doubt, Incoterms as stated in the respective valid version shall be deemed authoritative in respect of interpreting trade terms.

4.

All offers, deliveries and services of the company ALCO shall apply solely on the basis of these General Terms and Conditions of Business. If the company ALCO assumes additional or further-reaching obligations, this shall not affect the scope of these General Terms and Conditions of Business.

## § 2

### Offers and conclusion of contracts

1.

Offers are at all times subject to change without notice. The company ALCO reserves the right to make alterations and improvements regarding the construction, use of material and design insofar as such action does not have a detrimental effect on the use of the subject matter of contract that is presumed as per agreement or is customary. The same applies if, in the case of executing the order on the part of the company ALCO it becomes clear that alterations and improvements are required to properly execute the order, e.g. because the company ALCO had received incorrect or inappropriate details. If the goods

to be supplied are not, according to the Customer, suitable exclusively for the customary use in Bad Iburg, Germany, or if the Customer assumes a certain suitability in respect of using the goods or assumes a certain quality or if the Customer plans to use the goods for an unusual purpose, process unusual materials by way of increased use or by way of special risks for life, health or the environment, the Customer undertakes to bring the attention of the company ALCO in writing, prior to entering into the contract, to the respective expectations or circumstances.

2.

The company ALCO reserves ownership and copyright to cost estimates, drawings and other documents. They may neither be made available to third-parties nor be used for complaints without express, written prior approval by the company ALCO. If the Customer fails to comply with this obligation, the company ALCO may request flat-rate compensation in the sum of five percent of the order amount. The Customer is reserved the right to furnish the company ALCO with proof of lesser damage.

3.

The contract shall be brought about by way of the written confirmation of order by the company ALCO. The written confirmation of order by the company ALCO is authoritative in respect of the entire content of the contract. This applies subject to the Customer's objections made at short notice and in writing, including if they vary from the Customer's declarations. In the event of a lacking confirmation of order, the contract shall also be brought about with force by way of executing the order. Furthermore, public comments, praise or advertising do not constitute any provision of details regarding the quality of the goods as per agreement. The Customer is not provided with guarantees in a legal sense.

4.

If the Customer's order is to be qualified as an offer, the company ALCO may accept this within two weeks following receipt of the order by the company ALCO. If the order varies from the proposals or the offer of the company ALCO, the Customer shall draw up the order in writing and denote the variations.

5.

All additional information, amendments or subsidiary agreements regarding the contract are subject to the written form or written confirmation by the company ALCO in order to be deemed legally valid. The employees, commercial agents or other sales employees of the company ALCO are not authorised to enter into subsidiary agreements or give assurances or guarantees that extend above and beyond the written agreements. Furthermore, they are not authorised to waive the necessity of a written confirmation of order.

6.

If the order is placed electronically, the order shall only be brought about by way of the written confirmation of order by the company ALCO, including if the company ALCO has confirmed receipt of the order. Such confirmation of receipt merely documents the receipt of the order, and does not constitute any binding acceptance. In the event of a lacking confirmation of order, the contract shall also be brought about with force by way of executing the order.

### § 3

#### Prices and payment

1.

The prices apply ex works and exclude packaging, loading, transport and possible customs duties. In the case of spare parts, prices apply without assembly. Prices apply in euros in the absence of agreements to the contrary in the confirmation of order. The Customer assures that all preconditions have been met for a turnover tax free delivery from a German point of view. Insofar as the company ALCO does not receive proof of the tax-free export delivery or the company ALCO is required to pay turnover tax regarding the delivery terms or regarding circumstances emanating from the Customer's sphere of influence,

the Customer shall render the company ALCO exempt without restrictions irrespective of further-reaching claims. The Customer makes an assurance in respect of rendering the company ALCO exempt by way of waiving additional preconditions or other objections, in particular waiving objections to the statute of limitations, and includes compensation of the expenses incurred by the company ALCO. Reference to the provisions of Section 4 is made regarding the incidental performance costs.

2.

In the absence of provisions to the contrary in the confirmation of order, the purchase price shall fall due for payment upon issue of the invoice. From the due date the invoice amount shall incur an interest rate of 6 % points above the respective base lending rate. The consequences of possible default in payment on the part of the Customer are geared towards the statutory provisions. The Customer shall be required to pay interest of eight percentage points above the respective base lending rate during the default. However, the company ALCO is reserved the right to furnish proof of and assert a claim for greater damage. In such a case, the Customer is reserved the right to furnish proof that the company ALCO did not suffer any damage, or suffered significantly lesser damage, as a result of the default in payment. In the absence of a special agreement, invoices are payable without deductions. The deduction of a trade discount is subject to a separate, written, agreement.

3.

In the event that several receivables are due, the company ALCO reserves the right to use a payment, instalment payment or down payment on the part of the Customer to initially service a debt that offers the lowest security, and in the case of several with equal security to service the older debt and in the case of those equal in age for proportionate settlement.

4.

The Customer shall only be entitled to set off if its counterclaims have become res judicata, are not disputed by the company ALCO or have been acknowledged. The Customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

5.

The company ALCO reserves the right to adjust prices accordingly if cost reductions or increases apply once the contract has been entered into (in particular as a result of collective agreements or material price changes). If the Customer fails to accept the goods on the date stated in the confirmation of order, the prices valid at the time of the actual delivery shall apply. At the Customer's request, the company ALCO undertakes to furnish proof accordingly.

6.

Bills of exchange, cheques and other shall only be accepted on account of payment. All costs associated with the taking delivery (e.g. collection and discount charges) shall be reimbursed by the customer without delay.

7.

Deliveries and services agreed upon in addition following confirmation of order shall be charged separately. Partial deliveries or partial services are to be paid within the periods set out in the terms and conditions of payment and - in the absence of such conditions - in the periods stated in the confirmation of order.

8.

In the event that the payment periods stated in the confirmation of order are not adhered to, or in the event of circumstances of which the company ALCO becomes aware after entering into the contract and which are capable of reducing the Customer's credit standing, all receivables of the company ALCO shall immediately fall due for payment. The company ALCO shall then be entitled to render outstanding services subject to advance payment or provision of security only, and following expiry of a period of reasonable length withdraw for the contract or claim for damages regarding non-performance and irrespective of above-mentioned rights take back the goods delivered as reserved goods at the Customer's cost. If partial payments have been agreed and if the Customer has defaulted in payment irrespective of the setting of an additional period of reasonable

length, the company ALCO shall be entitled to withdraw from the contract. The Customer shall be charged for the services rendered by the company ALCO up until that time.

9.

We are entitled to assign our claims to third parties, in particular to a factoring company. If we have notified the customer of such an assignment, payments by the customer with debt discharging effect can only be made to the assignee from this point in time. In the event of the assignment of claims, we shall inform the customer about the assignee and his bank details, which can already be put in place along with the order confirmation. Compliance with the delivery period shall be subject to a correct and punctual self-delivery, provided that we have, with intent or gross negligence caused the wrong or untimely self-delivery. We will inform the customer immediately about the non-availability of the goods. Any consideration already paid will be refunded, unless the customer declares that he agrees with the delivery at the end of the delivery period.

## § 4

### Passing of risk, packaging and shipping

1.

In the absence of provisions to the contrary in the confirmation of order, the delivery is agreed upon as Ex Works (EXW/Osnabrück plant in accordance with Incoterms). This also applies to partial deliveries and partial services that the company ALCO renders insofar as it is entitled to render partial services and carry out partial deliveries in accordance with the contract or these International Terms and Conditions of Sale and Delivery.

2.

In the absence of agreements to the contrary, the Customer is to be invoiced separately for the cost of packaging, shipping, payment transactions and customs charges etc.

3.

The company ALCO shall specify the type of packaging and type of shipping according to its best judgement. Taking back one-way packaging shall be subject to a separate agreement. However, the Customer undertakes to return multi-way packaging at its own cost.

4.

The goods shall only be insured against damage in transit at the Customer's special request. The Customer shall be invoiced separately for the cost of such insurance.

## § 5

### Delivery times

1.

The delivery time applies on the basis of the written confirmation of order of the company

ALCO. The start of the delivery time is conditional on clarifying all technical questions. Adherence to the delivery time is furthermore contractual on the fact that the Customer honours its contractual obligations as agreed upon in the contract. If this is not the case, the delivery time shall be extended accordingly unless the company ALCO is responsible for the delay.

2.

If the delivery is delayed at the Customer's request, the company ALCO shall be entitled, after setting a period of reasonable length that lapses in vain, to otherwise dispose of the goods and supply the Customer by way of period that is extended accordingly. This paragraph shall apply mutatis mutandis to parts to be provided by the customer insofar as these are named in our order confirmation.

3.

If the Customer defaults in acceptance or culpably violates other duties in respect of collaboration, the company ALCO shall, insofar, be entitled to request compensation for the damage it suffers as a result, including additional expenses that may apply. The company ALCO reserves the right to lodge further-reaching claims. The Customer is free to furnish proof that the company ALCO has not suffered any damage or has suffered less damage than that stated.

4.

Insofar as the prerequisites of sub-section 3 apply, the risk of accidental loss or accidental deterioration in the object of sale shall pass to the Customer at the latest at the time at which the Customer has defaulted in acceptance or in the capacity of debtor.

5.

Adherence to the delivery time is subject to correct and timely delivery to the company ALCO. This only applies in the event that the lacking delivery is not the responsibility of the company ALCO, in particular in the case of entering into a congruent covering transaction with its supplier. The company ALCO shall inform the Customer without delay of the non-availability of the service.

Counter-performance that has already been provided shall be reimbursed without delay.

6.

Delivery dates or periods shall be postponed or extended accordingly if the company ALCO is prevented from rendering the service in good time as a result of force majeure, industrial disputes or other circumstances that are not the responsibility of the company ALCO. The impossibility of procuring raw materials and means of transport shall be equated with the above-mentioned cases. This also applies if the respective circumstances affect subcontractors. The company ALCO shall not be liable for resulting damage under any circumstances. If the hindrance lasts longer than 3 months, the

Customer shall be entitled, once a period of reasonable length has been set, to withdraw from the contract regarding the part to which non-performance applies. In such a case, the Customer shall not be entitled to lodge claims for damages.

7.

The Customer shall only be entitled to rights and claims regarding default if the company ALCO is responsible for the default.

8.

The company ALCO is entitled to provide partial deliveries and render partial services at any time unless partially honouring the contract is not of interest to the Customer. Partial deliveries may be settled separately. Complaints regarding partial deliveries shall not release the Customer from the obligation to accept the residual delivery of the goods as per agreement unless the residual delivery is not of interest to the Customer.

## § 6

### Liability for defects/compensation of damage

1.

The goods shall be deemed to have a material defect if, with consideration given to the provision set out in Section 2, sub-sections 1, 3 and 4, they vary considerably from the design, quantity, quality and suitability for use stated in the written confirmation of order if nothing to the contrary is agreed upon if they vary from the quality and suitability for use that is customary in Bad Iburg, Germany. The goods shall be deemed to have a defect in title if, at the time of passing of risk, the goods are not free from third-party rights or claims that may be asserted in the Federal Republic of Germany. This does not affect further-reaching statutory exclusions of or limitations on the responsibility of the company ALCO. If nothing to the contrary is agreed upon in the written confirmation of order, the company ALCO shall not be responsible, in particular, for ensuring that the goods are suitable for use other than use that is customary in Bad Iburg, Germany, or that they meet the Customers' expectations that extend above and beyond this or that the goods are free from third-party rights/claims outside the Federal Republic of Germany.

2.

The Customer may request subsequent performance in the case of justified complaints. The subsequent performance shall be carried out at the discretion of the company ALCO by way of eliminating the defect or delivery fault-free goods.

3.

If the subsequent performance ultimately fails, the Customer may, at its own discretion, request a reduction in the remuneration (diminution) or rescission of the contract (withdrawal) in accordance with the statutory provisions.

4.

The Customer's rights set out above are conditional on the fact that the Customer has properly honoured its obligation to inspect and provide notification of defects. Notification of defects is to be given in writing and include the type and scope of the variation from the agreed quality or suitability for use or quality or suitability for use that are customary in Bad Iburg, Germany.

5.

The Company ALCO shall be liable to the Customer for claims for damages insofar as the Customer asserts claims for damages that are based on intent or gross negligence. Apart from cases of intentional breach of contract that is the responsibility of the company ALCO, the liability to provide compensation for damages on the part of the company ALCO, however, is restricted to the foreseeable, typical cases of damage. Compensation of indirect damage such as the loss of expected profits or the loss of production is excluded.

6.

Liability for normal wear-and-tear and damage as a result of unsuitable or inappropriate use is excluded. If operating or service instructions are not followed, alterations made to the products, parts are exchanged or consumables are used that do not comply with the original specifications, any liability for defects shall become inapplicable if the Customer does not object to the substantiated allegation that the defect only occurred as a result of such circumstances.

7.

In the absence of a written agreement to the contrary, used items shall be sold by way of exclusion of any liability for defects unless intent or gross negligent breach of contract applies on the part of the company ALCO or physical injury, loss of life or detrimental effects on health apply that are attributable to the company ALCO.

8.

The company ALCO is not liable for damage caused by the Customer or parts or components provided by third-parties at the instigation of the company ALCO, or for defects in the end product that are attributable to the faults of such bought-in parts.

9.

We shall not be liable for defects on the part of the customer or parts or components provided by third parties at the customer's instigation or for defects in the end product which are attributable to the defectiveness of such provided parts or components, unless the customer refutes the substantial claim that the defect only occurred as a result of these circumstances.



## § 7

### Industrial proprietary rights

#### 1.

The company ALCO shall be liable to the Customer for the fact that the goods are free of third-party industrial proprietary rights in the Federal Republic of Germany.

#### 2.

However, this is conditional on the fact that the Customer informs the company ALCO without delay of claims resulting from industrial proprietary rights that third-parties lodge against the Customer and that in respect of dealing with these claims and exercising its rights the Customer acts in agreement with the company ALCO. If one of these preconditions is not met, the company ALCO shall be released from its obligation. If industrial proprietary rights are infringed upon for which the company ALCO is liable in accordance with the conditions, and if the Customer is therefore wholly or partially prohibited, with legal force, from using the goods, the company ALCO shall, at its own cost and discretion:

- a) obtain the respective rights so that the Customer may use the goods, or
- b) render the goods such that they are free from industrial proprietary rights, or
- c) replace the goods with another item that does not infringe upon any industrial proprietary rights, or
- d) take back the goods subject to reimbursement of the price paid by the Customer.

#### 3.

If the Customer makes alterations to the goods, installs additional equipment or links the goods to other equipment or devices, and if such action gives rise to the infringement upon industrial proprietary rights, liability on the part of the company ALCO shall be inapplicable.

#### 4.

Likewise, the company ALCO shall not be liable for the violation of third-party industrial proprietary rights for goods manufactured according to the Customer's drawings, developments, requirements or other details, or for use that is not foreseeable by the company ALCO. In such cases, the Customer is to render the company ALCO exempt from third-party claims.

#### 5.

The Customer is not entitled to further-reaching or other claims regarding the infringement upon third-party industrial proprietary rights. The company ALCO shall not, in particular, provide compensation for consequential damage such as the loss of production or use or the loss of expected profits. These limitations on liability shall not apply in cases of intent or gross negligence or violation of key contractual obligations, or the lack of warranted characteristics for foreseeable damage subject to mandatory liability. This does not affect the Customer's right to withdraw from the contract.

## § 8

### Total liability

#### 1.

Further-reaching liability to provide compensation for damages that extends above and beyond that provided for in Sections 5, 6 and 7 is excluded whichever legal grounds the liability is based on. If the company ALCO is required to compensate damage in accordance with Sections 5, 6 and 7, such compensation shall be 0.5 % for each full week in which the delay continues, at most, however, 15 %, of the value of the part of the entire delivery that cannot be used in good time or cannot be used as per agreement as a result of the delay. Further-reaching claims for damages are excluded. The above-mentioned limitation shall not apply insofar as the company ALCO is responsible for intent or gross negligence.

#### 2.

Insofar as the company ALCO's liability is excluded in respect of these conditions, this shall also apply to the personal liability of the representatives, vicarious agents or employees of the company ALCO.

#### 3.

Insofar as the company ALCO is not liable regarding intent, or the Customer's claim has not yet fallen under the statute of limitations, the Customer undertakes in the case of action brought regarding compensatory damages to bring such action within the exclusion period of 6 months following rejection of the claim by the company ALCO.

## § 9

### Reservation of title

#### 1.

All delivered goods shall remain the company ALCO's property up until payment in full of all receivables to which the company ALCO is entitled from the business relationship with the Customer, including all balance claims from current accounts. In the case of conduct in breach of contract by the Customer, in particular default in payment, the company ALCO shall be entitled to take back the object of sale. If the company ALCO takes back the object of sale, such action shall not constitute a withdrawal from the contract. After taking back the object of sale, the company ALCO shall be entitled to utilise it. The utilisation proceeds are to be counted towards the Customer's liabilities - less appropriate utilisation costs.

#### 2.

The Customer undertakes to treat the reserved goods with care, and undertakes, in particular, to appropriately insure it, at replacement value, at its own cost against damage by fire, water or theft. This also applies to materials and consumer goods brought to the building site by the company ALCO to honour its contractual obligations insofar as this can be identified by the customer, in particular those materials and consumer goods stated in

the offer or confirmation of order of the company ALCO. Insofar as maintenance and inspection work is required, the customer is required to perform such work in good time.

3.

The Customer is entitled to resell the object of sale during the course of ordinary business activities. However, the Customer assigns to the company ALCO at this point in time all claims in the sum of the

total invoice amount of the claim to which the Customer is entitled, as a result of the resale, against its customers or a third party, irrespective of whether or not the delivery item has been sold without

or including processing. The Customer is further authorised to collect such claims, including following assignment. This does not affect the authority of the company ALCO to collect the claim. However, the

company ALCO undertakes not to collect the claim as long as the Customer honours its payment obligations resulting from the collected revenues, has not defaulted in payment and, in particular, an application for the institution of insolvency proceedings has not been filed, or payments have not been discontinued. However, if this is the case, the company ALCO may request that the Customer disclose the assigned claims and their debtors, that it provide all the necessary information, surrender the appertaining documents and inform the debtors (third-parties) of the assignment. The company ALCO hereby accepts the assignment.

4.

Processing or conversion of the goods by the Customer shall, at all times, be carried out on behalf of the company ALCO. If the object of sale is processed using items that are not the property of the company ALCO, the company ALCO shall acquire co-ownership of the new item in the proportion of the value of the object of sale to that of the other processed items at the time of processing. In other respects, the processing of the new item is subject to the provisions that apply to the delivery of the object of sale as reserved goods.

5.

If the object of sale is inseparably mixed using items that are not the property of the company ALCO, the company ALCO shall acquire co-ownership of the new item in the proportion of the value of the object of sale to that of the other mixed items at the time of mixing. If the mixing occurs such that the Customer's item is to be regarded as the primary item, it is deemed agreed upon that the Customer assigns proportionate co-ownership to the company ALCO. The Customer shall store the items that are wholly owned or co-owned on behalf of the company ALCO.

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6.

The Customer also assigns to the company ALCO the claims to secure its claims against the company ALCO that arise against a third-party as a result of linking the object of sale to a plot of land. The company ALCO hereby accepts the assignment.

7.

The company ALCO undertakes to release the securities to which the Customer is entitled insofar as the realisable value of the securities exceeds by more than 20% the claims that are to be secured. The selection of securities that are to be released is incumbent upon the company ALCO.

8.

In the case of deliveries outside the Federal Republic of Germany, the in rem security right that comes closest to the above-mentioned security rights that is permissible and possible in accordance with the respective legal system shall apply to all outstanding claims resulting from the business relationship between the Customer and the company ALCO for which the above-mentioned in rem security rights cannot be agreed upon with legal force.

## § 10

### Special provisions for assembly services

1.

The Customer is to bring about all preconditions in good time at its own cost in respect of swift assembly. This includes, in particular, the following: Access routes, assembly and storage sites must be levelled off at floor level and be capable of carrying the loads of heavy goods vehicles and hoisting equipment. Preparing and implementing the earth, foundation, grouting, building and scaffolding work, including the provision of the building materials required in this respect and the parts to be assembled at the place of use, if such services are not to be performed by the company ALCO as per agreement.

The work of subcontractors must progress so as to enable the assembly by the fitters of the company ALCO to commence on time and be performed without interruption. Existing sub-structures must be set, foundations must be completely dry and untied. The Customer is required, in particular, to obtain official licenses in good time insofar as this is incumbent upon the Customer.

2.

The Customer is to support, at its own cost, the company ALCO in the case of performing the assembly work. This includes, in particular: providing energy, water etc. including the necessary connections to the required location, sufficient lighting at the building site, provision of suitable storage areas, storage areas, storage and recreation rooms, keeping sanitary facilities available, provision of scaffolding and hoisting equipment. If the Customer cannot render individual services irrespective of a request to do so and the setting of a period in which to do so, these may - where possible - be rendered by the

company ALCO and the Customer shall be charged for the costs in that respect. In the case of assembly abroad in line with instructions, all entry and work permits and other necessary licenses shall be procured by the Customer at its own cost.

3.

All small parts additionally required for assembly that are not expressly stated and that are required for commissioning as a result of extraordinary and unforeseeable local circumstances or at a special request as a result of conditions specified by the local supervisory authorities shall be charged separately on the basis of furnishing proof.

4.

Assembly interruptions as a result of lacking connections, building work, electricity failures etc. that are not the responsibility of the company ALCO shall be the Customer's responsibility.

5.

Assembly flat-rates that may be agreed upon do not entail any work on Sundays or public holidays. Assembly flat-rates only apply if all preparatory work has been completed at the building site. Additional work that is not part of the normal delivery scope shall be charged according to the costs incurred. Waiting periods during the periods in which fitters are on site or during long-distance assembly trips in respect of commissioning the machines and which are attributable to culpability on the part of the Customer shall be the Customer's responsibility.

## § 11

### Final provisions

1.

The United National Convention dated 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Law/CISG) as stated in the English version and the customs that are authoritative in Bad Iburg, Germany, apply to the legal relations with the Customer. The UN Sales Law applies beyond its area of application and irrespective of reservations of contracting states to all contracts that are subject to these International Terms and Conditions of Sale and Delivery. In the case of using trade clauses, Incoterms as stated in the respective, authoritative version apply with consideration given to the provisions set out in these International Conditions of Sale. Solely the UN Sales Law in conjunction with these International Terms and Conditions of Sale apply to bringing about contracts, including agreements on court and arbitration court matters and the parties' contractual rights and obligations by way of exclusion of previous contractual and other incidental obligations and in respect of interpretations. Beyond the scope of the United Nations Convention on Contracts for the International Sale of Goods, the parties' legal relations shall be determined in accordance with Swiss law.

2.

Bad Iburg is deemed the place of payment and performance for all obligations resulting from the legal relations of the company ALCO with the Customer. All disputes resulting from or in conjunction with contracts for which the validity of these International Terms and Conditions of Sale and Delivery is proposed shall be ultimately decided upon in accordance with the rules of arbitration of the ICC (International Chamber of Commerce), Paris, by way of exclusion of recourse to the normal law courts. The court of arbitration shall be made up of three arbitrators of whom one shall be appointed by the company ALCO and one by the Customer. In the event of an amount in dispute below € 50,000.00 the arbitration court shall be made up of one arbitrator. The court of arbitration shall be convened in Paris, France. English is deemed the language of arbitration. However, the company ALCO shall be entitled, instead of bringing an action in the arbitration proceedings to bring an action too at the state courts in Bad Iburg, Germany, or at the court with jurisdiction for the Customer's registered office or other pertinent courts as a result of domestic or foreign law. However, the Customer is excluded from bringing an action at a state court. This also applies to potential counterclaims.

3.

In the event that individual provisions of the contract entered into with the Customer, including these International Terms and Conditions of Sale and Delivery, are or become wholly or partially invalid, this shall not affect the validity of the other provisions. A wholly or partially invalid regulation shall be replaced by a regulation whose economic success comes closest to that of the invalid regulation.

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