

Hirschmann's General Conditions for the Supply of Products For commercial transactions between businesses

I. GENERAL

1. These General Terms & Conditions apply for all contracts, including future ones, concerning deliveries and/or services (hereinafter referred to as "Delivery" or, the case may be, "Deliveries") where we are the seller or contractor. General conditions of business of the Purchaser shall apply only if and when expressly accepted by us (hereinafter referred to as "us") in writing. Our terms of delivery shall also apply if we carry out the delivery to the Purchaser without reservations and we are aware of terms of delivery of the Purchaser that are in conflict with or contrary to our terms of delivery.
2. Our offers shall at all times be subject to change without notice insofar as they are not expressly described as being of a binding nature. The contract shall only come into existence by way of our written confirmation and in accordance with the content therein or by way of delivery/performance. In the case of doubt our silence regarding an offer received by us shall be deemed a refusal.
3. We hereby reserve any ownership rights and/or copyrights pertaining to its cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents shall not be made accessible to third parties without our prior consent and shall, upon request, be returned without undue delay to us if the contract is not awarded to us. Sentences 1 and 2 shall apply *mutatis mutandis* to documents of the Purchaser; these may, however, be made accessible to third parties we permissibly involve for the fulfilment of our contractual obligations to supply or perform or any part thereof.
4. Partial Deliveries shall be allowed, unless they are unreasonable to accept for the Purchaser.
5. The term "claim for damages" used in the present General Conditions also includes claims for indemnification for useless expenditure.

II. PRICES AND TERMS OF PAYMENT

1. Prices shall be ex works and exclude packaging and turnover tax payable at the then applicable rate. The invoice amount is to be paid within 20 days after invoicing without deduction, insofar as nothing to the contrary has been agreed.
2. If we are responsible for assembly or erection and unless otherwise agreed, the Purchaser shall pay the agreed remuneration and any incidental costs required, e.g. travel costs, costs for the transport of tools and equipment, and personal luggage as well as accommodation allowances.
3. Payments shall be made free Supplier's paying agent.
4. The Purchaser may set off only those claims that are undisputed or against which no recourse is possible.
5. The Purchaser may only exercise a right of retention on the basis of counterclaims that are undisputed or against which no recourse is possible, and that are resulting from the same contract.
6. Payments shall, at all times, be effected with regard to the oldest sum due.
7. Bills of exchange and cheques shall only be deemed to constitute payment upon being cashed in. Payments by way of bills of exchange and cheques must be agreed upon in writing in advance. Costs incurred as a result of discounts and other bills of exchange shall be borne by the Purchaser and shall fall due for payment without delay plus the respective valid value added tax.
8. Interest of 8% p.a. above the base lending rate shall be charged in the case of delayed payments. In other respects, our claim for any default damages shall be based on the statutory provisions.
9. If the Purchaser does not effect any payments on the due date, we may discontinue further work on current orders and request that all orders be subject to immediate advance

payment, including orders not yet completed or we may request an appropriate security. If the Purchaser does not honour our request to effect an advance payment or provide a security within a reasonable period of time, we shall be entitled to withdraw from the contract and invoice the Purchaser for the costs incurred up to that date.

10. Payments may only be effected to agents or authorized representatives with the effect of discharging an obligation if such parties furnish written proof of authority to collect.

III. RETENTION OF TITLE

1. Items pertaining to the Delivery ("Retained Goods") shall remain our property until each and every claim against it has against the Purchaser on account of the business connection has been fulfilled. If the combined value of our security interests exceeds the value of all secured claims by more than 10%, we shall release, on a *pro rata* basis, the security interest if so requested by the Purchaser; we shall be entitled to choose which security interest we wish to release.
2. For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible in the ordinary course of their business and only on condition that the Purchaser receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment. The Purchaser shall assign to us with immediate effect all its claims lodged against its customers or third parties resulting from the resale. In the event of a prior processing of the goods subject to retention of title, there is a *pro rata* assignment in the ratio which corresponds to the value of the goods subject to retention of title in the goods sold. The Purchaser is entitled to collect these claims subject to revocation. The Purchaser undertakes on our request to disclose the names of third-party debtors and the amount of claims lodged against these, and to supply us with all other information and documents so that we are in a position to realize the claims assigned to us. The retention of title pursuant to section III.1 also applies if some of our claims are included in a running account and the credit balance is drawn; the retention of title then relates to the respective balance claims.

3. The processing or reforming of our goods shall at all times be carried out on our behalf (§ 950 of BGB/ German Civil Code). In the case of processing, installing, joining and mixing with other material that is not our possession, we shall acquire co-ownership of the new product in the proportion of the invoice value of our goods to that of the other material at the time of processing, joining or mixing. In other respects the same applies to the product created as a result of processing as that which applies to the object of purchase delivered subject to reservation.
4. The Purchaser shall inform us forthwith of any seizure or other act of intervention by third parties. All costs incurred by us due to the seizure shall be borne by the Purchaser.
5. In the event of the Purchaser committing a culpable breach of fundamental contract obligations, particularly default in payment, after issuing a warning, we are entitled to withdraw from the contract and to take back the goods, and the Purchaser is obliged to hand these goods over. This applies even if the contract object has already been installed at the Purchaser. All of the costs incurred in connection with taking the goods back and realising them, including reasonable realisation costs, are borne by the Purchaser.

IV. TIME FOR DELIVERY; DELAY

1. Time limits set for Delivery can only be observed if all Documents to be supplied by the Purchaser, necessary permits and releases, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser are fulfilled. Unless these conditions are fulfilled in time, time limits shall be extended appropriately; this shall not apply where the delay is attributable to us.
2. If necessary, the delivery can only take place with a valid export licence. Lack of export license and/or the existence of other export barriers, which are not due to circumstances which are attributable to us, will not lead to delay in delivery.
3. If non-observance of the time limits is due to force majeure such as mobilization, war, rebellion or similar events which lie beyond the sphere of our responsibility, e. g. strike, lockout, confiscation or embargo such time shall be extended accordingly.
4. Withdrawal from the contract by the Purchaser based on statute shall be limited to cases where the delay in Delivery is attributable to us. The

foregoing provisions do not adversely affect the burden of proof on the Purchaser. Section XII. applies for compensation claims.

5. At our request the Purchaser shall declare within a reasonable period of time whether it withdraws from the contract due to the delay in Delivery or insists on the Delivery to be carried out.
6. If dispatch or shipment is delayed at the Purchaser's request by more than one month after notice of the readiness for dispatch was given, the Purchaser may be charged, for every month commenced, storage costs of 0.5% of the price of the items of the Delivery, but in no case more than a total of 5%. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.

V. TRANSFER OF RISK

1. Even where Delivery has been agreed freight free, the risk shall pass to the Purchaser as follows:
 - a) if the Delivery does not include assembly or erection, at the time when the Delivery is shipped or picked up by the carrier. Upon request of the Purchaser, we shall insure Deliveries against the usual risks of transport at the expense of the Purchaser;
 - b) if the Delivery includes assembly or erection, at the day of taking-over in the own works or, if so agreed, after a fault-free trial run.
2. The risk shall pass to the Purchaser at the time of readiness for shipping if dispatch, shipping, the start or completion of assembly or erection, the taking over in the own works or the trial run is delayed for reasons attributable to the Purchaser or if the Purchaser has otherwise failed to accept Delivery.

VI. ASSEMBLY AND ERECTION

Unless otherwise agreed in writing, assembly/erection shall be subject to the following provisions:

1. The Purchaser shall provide at its own expense and in good time:
 - a) all earth and construction work and other ancillary work outside the scope of the Supplier, including the necessary skilled and unskilled labour, construction materials and tools,
 - b) the equipment and materials necessary for assembly and commissioning such as

scaffolds, lifting equipment and other devices as well as fuels and lubricants,

- c) energy and water at the point of use including connections, heating and lighting,
 - d) suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances. Furthermore, the Purchaser shall take all measures it would take for the protection of its own possessions to protect the possessions of the Supplier and of the erection personnel at the site,
 - e) protective clothing and protective devices needed due to particular conditions prevailing on the specific site.
2. Before the erection work starts, the Purchaser shall make available of its own accord any information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data.
 3. Prior to assembly or erection, the materials and equipment necessary for the work to start must be available on the site of assembly/erection and any preparatory work must have advanced to such a degree that assembly/erection can be started as agreed and carried out without interruption. Access roads and the assembly/erection site itself must be level and clear.
 4. If assembly, erection or commissioning is delayed due to circumstances beyond our control, the Purchaser shall bear the reasonable costs incurred for idle times and any additional travelling by us or by the erection personnel.
 5. The Purchaser shall attest to the hours worked by the erection personnel towards us at weekly intervals and it shall immediately confirm in writing if assembly, erection or commissioning has been completed.
 6. If, after completion, we demand acceptance of the Delivery, the Purchaser shall comply therewith within a period of two weeks. In default thereof, acceptance is deemed to have taken place. Acceptance is also deemed to have been effected if the Delivery is put to use, after completion of an agreed test phase, if any.

VII. TAKING OF DELIVERY

The Purchaser shall not refuse to take Delivery due to minor defects.

VIII. SOFTWARE/EMBEDDED SOFTWARE

1. The Purchaser shall have a non-exclusive and – in the absence of anything to the contrary resulting from these General Terms and Conditions of Supply – non-transferrable and non-sub-licensable right to use software and firmware supplied or provided by us (machine-readable computer programs (including updates) as well as the corresponding media, printed material and documentation in electronic format) with the agreed performance characteristics, in unaltered form on the agreed devices as well as using the documents and documentation necessary for use.
2. This shall also apply in particular for the use of software products in the form of embedded codes as a constituent part of one of our products, systems or devices (e.g. of an industrial Ethernet switch) (hereinafter referred to as “Embedded Software”). In this respect, the right of use granted under these General Terms and Conditions of Supply shall be limited to use of the product, system or device specifically envisaged for this. The user fees for Embedded Software provided are – in the absence of any agreement to the contrary – included as a once-off license fee in the purchase price of the products, systems or devices equipped with the Embedded Software.
Embedded Software must be used exclusively on the specific item of the correspondingly envisaged products, systems or devices supplied by us. Any additional use of the Embedded Software on additional products, systems, devices or hardware requires a separate agreement and is not permitted until after payment of a corresponding user fee. Copies may only be made for archiving purposes, as a replacement or for the purpose of locating errors.
3. If software/Embedded Software is designated or marked as an update, use will require a use right for a product designated by us as suitable for the update (hereinafter “Suitable Product”). A software product marked as an update shall replace and/or supplement the original product. The Purchaser is only permitted to use the resulting updated product subject to compliance with the provisions of these General Terms and Conditions of Supply. If the software/Embedded

Software is an update of a component of a software program package which the Purchaser has licensed as a uniform product, the software/Embedded Software must only be used as part of this uniform product package and must not be split for use on more than one computer.

4. The Purchaser must ensure that software/Embedded Software and documentation are not made accessible to third parties in contravention of the following provisions.
The Purchaser is only permitted to transfer the usage right in Embedded Software together with the product, system or device envisaged for this. The Purchaser also undertakes only to transfer the usage right in software to a third party (e.g. via a resale contract) if the third party concerned recognises the terms of use for the software/Embedded Software as stipulated in this Article VIII., and the Buyer is obliged to provide us, on its own initiative, with evidence that he or she has handed over to the third party, deleted, destroyed or otherwise rendered unusable all corporeal and incorporeal copies of the software (including all components, media and printed material and all updates). If the software to be transferred is an update, the evidenced transfer, deletion, destruction or rendering unusable must also include all previous versions of the software. All of the Purchaser's rights of use of shall expire upon transfer, including the usage rights in any copies. The Purchaser must not make the software available to third parties if there is a justified suspicion that the third party will breach these General Terms and Conditions of Supply, in particular will create unauthorised copies. This shall also apply to employees of the Purchaser. Moreover, in the event of a transfer of the Software/Embedded Software and/or of the products, systems or devices equipped with Embedded Software to third parties, agreement on the contract terms with the third party shall be incumbent upon the Customer, on its own responsibility.
5. Insofar as necessary and to the extent not otherwise agreed to the contrary between the contract partners, the installation of software/Embedded Software will be carried out by the Purchaser on his/her own responsibility and in accordance with the Installation Manual. The scope of performance and function of the programs hired out will be based on the product descriptions valid at the time of entry into the contract.

6. In the event of breach of these Terms and Conditions of Use or in the event of a change to the software by the Purchaser, we shall be entitled to withdraw the right of use from the Purchaser and – notwithstanding any other rights – to demand the return or destruction of the software and of all copies which may have been made. We are entitled to terminate the usage right in the software immediately without a period of notice in the event of an important reason. An important cause shall be deemed to exist in particular if the Purchaser breaches terms and conditions of this present contract and continues his or her contract-breaching conduct or maintains the contract-breaching situation despite a warning from us. The right of use is granted subject to the reservation of full payment of the once-off license fee.
 7. Subject to the reservation of the right of use granted pursuant to Article IIX No. 6, we remain the holders of all rights, in particular the copyright exploitation rights, including such rights created through reproduction, distribution and translation of the program provided, such rights in the corresponding documents and documentation and similar, in all complete or partial backup copies created by the Purchaser within the scope of his or her use. The Purchaser is entitled to create a backup copy of the software without an explicit agreement. The copyright notice found on the original must be attached to all copies. If the program is provided to the Purchaser in machine code only, he or she shall not obtain access to the source code. The Purchaser is obliged to take suitable precautions to prevent unauthorised access to the software and the documentation by third parties. The original data carriers supplied as well as the backup copies must be kept in a place which is secured against unauthorised access by third parties. The Purchaser shall draw the attention of his or her employees to our intellectual property rights in a suitable manner.
- IX. DEFECTS AS TO QUALITY**
- In the case of claims regarding defects of quality lodged by the Purchaser it is assumed that the Purchaser has properly honoured its obligations to inspect and give notice of defects in accordance with § 377 of HGB/ German Commercial Code). We shall be liable for defects as to quality as follows:
1. All parts or services where a Defect becomes apparent within the limitation period shall, at the discretion of the Supplier, be repaired, replaced or provided again free of charge irrespective of the hours of operation elapsed, provided that the reason underlying the Defect had already existed at the time when the risk passed. Claims based on Defects are subject to a limitation period of 12 months. This provision shall not apply where longer periods are prescribed by law according to Art. 438 paragraph 1 number 2 (buildings and things used for a building), Art. 445b (right of recourse), and Art. 634a paragraph 1 number 2 (defects of a building) BGB. The time-barring of claims based on liability for damage arising out of the loss of life, personal injury or damage to health which is due to negligent or intentional breach of duty by us or one of our legal representatives or vicarious agents, and for other damage or loss which is due to an intentional or grossly negligent breach of duty by us or one of our legal representatives or vicarious agents, is determined in accordance with the statutory provisions.
 3. Notification of Defect by the Purchaser shall be given in written form without undue delay.
 4. In the case of notification of a Defect, Purchaser's payments may be withheld to a reasonable extent taking into account the Defect occurred. The Purchaser, however, may withhold payments only if the subject-matter of the notification of the Defect occurred is justified beyond doubt. Unjustified notifications of Defect shall entitle us to have our expenses reimbursed by the Purchaser.
 5. We shall first be given the opportunity to supplement its performance within a reasonable period of time.
 6. If supplementary performance is unsuccessful, the Purchaser shall be entitled to withdraw from the contract or reduce the remuneration, irrespective of any claims for damages it may have pursuant to Article XII.
 7. There shall be no claims based on Defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear or damage arising after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment, Defective workmanship, inappropriate foundation soil or from particular external influences not assumed under the contract, or from non-reproducible software errors. Claims based on Defects attributable to improper modifications or repair work carried out by the Purchaser or third parties and the consequences thereof shall be likewise excluded.
 8. The Purchaser shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of

travel and transport, labour, and material, to the extent that expenses are higher because the subject-matter of the Delivery was subsequently brought to another location than the Purchaser's branch office, unless doing so complies with its intended use.

9. The Purchaser's right of recourse against us pursuant to Art. 445a BGB (seller's right of recourse) is limited to cases where the Purchaser has not come to an agreement with its customers exceeding the scope of the statutory provisions governing claims based on defects. Moreover, No. 8 above shall apply mutatis mutandis to the scope of the right of recourse the Purchaser has against us pursuant to Art. 445a BGB.
10. The following rules shall apply in addition with regard to products, devices and systems containing software.

The Purchaser is aware that state-of-the-art technology does not make it possible to create a computer program which is completely free from errors. We warrant that the programs provided as software/Embedded Software fulfil the function and performance characteristics contained in the product description valid at the time of entry into the contract or which have been agreed separately. The above does not include defects which constitute merely immaterial deviations from the respectively valid product description. We assume no warranty that the software/Embedded Software will run without interruption and free from errors, that all software errors can be rectified by us and that the functions contained in the software/Embedded Software are capable of performance in all combinations selected by the Purchaser or correspond to his requirements. We are obliged to correct software errors which impair contractual use to more than an immaterial extent; in this respect and depending on the significance of the defect, we are entitled to choose between supply of improved software/Embedded Software, the provision of instructions on rectification or circumvention of the effects of the error. A precondition for rectification of an error is that the effects of the error are reproducible, have been described to a sufficient extent by the Purchaser and that the error has been reported to us immediately in accordance with this Article IX No. 3). The warranty is excluded if the error is attributable to any form of changes to or to incorrect handling of the software/Embedded Software or the data carrier by the Purchaser or a third party. We offer a warranty that the data carrier is free from material and production defects. We will replace

any defective data carriers with defect-free data carriers. If the replacement delivery fails, the Purchaser is entitled to demand a reduction in the remuneration or to rescind the contract free of charge. In the event of rescission, the Purchaser will return the respective data carrier with the Embedded Software as well as the corresponding documentation to us or will destroy all copies which may have been made. If the Embedded Software is replaced, either in part or in full, within the scope of the warranty, the Purchaser shall be obliged to demonstrably destroy the previous version of the program or to return it to us.

X. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT; DEFECTS OF TITLE

1. Unless otherwise agreed, we shall supply the Delivery free from third parties' industrial property rights and copyrights (hereinafter referred to as "IPR") with respect to the country of the place of destination. If a third party lodges a justified claim against the Purchaser based on an infringement of an IPR with respect to a Delivery made by us and then used in conformity with the contract, we shall be liable to the Purchaser within the time period stipulated in Article IX No. 2 as follows:
 - a) We shall at our discretion choose whether to acquire, at our cost, the right to use the IPR with respect to the Delivery concerned or whether to modify the Delivery such that it no longer infringes the IPR or replace it. If this would be unreasonable to demand from us, the Purchaser may withdraw from the contract or reduce the purchase price pursuant to the applicable statutory provisions.
 - b) Our liability to pay damages shall be governed by Article XII.
 - c) Our obligations stated above shall not apply unless the Purchaser (i) immediately notifies us of any such claim asserted by the third party in writing, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to our discretion. If the Purchaser stops using the Delivery in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.
2. Claims of the Purchaser shall be excluded if it is itself responsible for the infringement of an IPR.

3. Claims of the Purchaser shall also be excluded if the infringement of the IPR was attributable to specifications made by the Purchaser, to a type of use not foreseeable by us or to the Delivery being modified by the Purchaser or being used together with products not provided by us.
4. In the event of an infringement of an IPR, Article IX Nos. 4, 5, and 9 shall apply *mutatis mutandis* to claims by the Purchaser pursuant to Article X No. 1 a above.
5. Where other defects of title occur, Article IX shall apply *mutatis mutandis*.
6. Subsequent and/or other claims by the Purchaser against us and/or its agents based on a defect in title not provided for in this Article X shall be excluded.

XI. IMPOSSIBILITY OF PERFORMANCE; ADAPTATION OF CONTRACT

1. To the extent that Delivery is impossible, the Purchaser shall be entitled pursuant to section XII. to claim damages, provided that the impossibility is attributable to us. The right of the Purchaser to withdraw from the contract shall remain unaffected.
For our part, we are entitled to rescind the contract if despite hedging transactions entered into in a timely manner we cannot be supplied ourselves, or cannot be supplied correctly or in a timely manner, and other hedging purchases are unreasonable or have been unsuccessful or if timely delivery is not possible for us or our suppliers due to reasons which arise after entry into the contract or were not known to us and which do not lie in our sphere of influence, such as strike, lock-out, non-culpable business disruptions, including at our suppliers (e.g. tool breakage), supply blockages, business shutdowns, refusal of import or export licences, other state interventions, as well as circumstances going beyond this, which are to be regarded as force majeure. Thus, we do not assume the procurement risk. In such case, we undertake to inform the Purchaser without undue delay about the non-availability and to refund any consideration by the Purchaser without undue delay.
2. Where unforeseeable events within the meaning of Article IV No. 3 substantially change the economic importance or the contents of the Delivery or considerably affect our business, the contract shall be adapted taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable,

the Supplier shall have the right to withdraw from the contract. If we intend to exercise our right to withdraw from the contract, we shall notify the Purchaser thereof immediately after having realized the repercussions of the event; this shall also apply even where an extension of the Delivery period had previously been agreed with the Purchaser.

XII. OTHER CLAIMS FOR DAMAGES

1. Compensation claims of the Purchaser, regardless of the legal reason, particularly due to quality defects, default, impossibility, breach of other obligations arising out of the relationship under the law of obligations and out of tort (each also in relation to the software/Embedded Software pursuant to Article VIII. above), are hereby excluded.
2. The foregoing liability disclaimer (Article XII No. 1) does not apply insofar as we have mandatory liability, for example (1) pursuant to the German Product Liability Act, (2) due to loss of life, personal injury or damage to health which is due to a negligent or intentional breach of duty by us or one of our legal representatives or one of our vicarious agents, (3) insofar as the cause of the damage or loss is due to intentional behaviour or gross negligence by us or one of our legal representatives or one of our vicarious agents, (4) if the Purchaser asserts rights due to a defect under a guarantee of the quality or the particular duration of a quality, (5) we negligently breach a fundamental contract obligation whose fulfilment is what makes the proper performance of the contract possible at all and on whose compliance the contract partner may usually rely (cardinal obligation), (6) rights of recourse in the supply chain (§ 445a of the German Civil Code (BGB)) are affected. Insofar as we negligently breach a cardinal obligation, our compensation obligation is limited to the contract-typical, foreseeable damage or loss, insofar as no intentional behaviour or gross negligence is involved or we are liable due to loss of life, personal injury or damage to health. No change to the burden of proof to the Purchaser's detriment is associated with the foregoing provisions.
3. To the extent that the Purchaser has a claim for damages, it shall become time-barred upon expiration of the period of limitations pursuant to Article IX No. 2. The same shall apply to the Purchaser's claims in connection with actions undertaken to avoid any damage (e.g. recall actions). In the case of claims for damages

under the Product Liability Act, the statutory period of limitations shall apply.

4. With regard to Software/Embedded Software, we are not liable for the restoration of data, unless we have caused its destruction through intentional behaviour or gross negligence, and the Purchaser has ensured that this data can be reconstructed at justifiable expense from data material kept in machine-readable form.

XIII. VENUE AND APPLICABLE LAW

1. If the Purchaser is a businessperson, sole venue for all disputes arising directly or indirectly out of the contract shall be our registered office. However, we may also bring an action at the Purchaser's place of business.
2. Legal relations existing in connection with this contract shall be governed by German

substantive law, whereas the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. INCOTERMS in their currently valid version shall apply for the interpretation of these General Terms & Conditions.

XIV. SEVERABILITY CLAUSE

The legal invalidity of one or more provisions of this Contract shall in no way affect the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the parties to continue the contract.

Status as of 1 June 2018