



## Worldwide General Conditions of Purchase of

### WIKAL Alexander Wiegand SE & Co. KG

#### Sec. 1 Area of Application

1. These conditions of purchase apply to all business transactions between WIKAL and the companies associated to it in the sense of Articles 15, and following, of the Companies Act, as well as the Supplier, even if they are not mentioned in later contracts. They are thus valid for goods and services provided. In the case of goods supplied, assumption of delivered goods will be taken as acceptance, and in the case of services, acceptance of the service.

2. Conditions contrary to these conditions of purchase, additional conditions or conditions which differ from these conditions of purchase will not become a subject matter of this contract, unless WIKAL has explicitly approved of their validity in writing. These conditions of purchase also apply should WIKAL accept a delivery from the supplier without reservation, although WIKAL is aware of the supplier's conditions to the contrary or differing conditions.

3. Additional agreements or agreements differing from these conditions of purchase, which are stipulated between WIKAL and the supplier for the execution of a contract, are to be stipulated in writing in the contract. This also applies to the waiving of this requirement of the written form.

Any rights which WIKAL is entitled to under legal provisions and which go beyond these conditions of purchase remain unaffected.

#### Sec. 2 Conclusion of the Contract and Alterations of the Contract

1. An order is only binding if it has been placed by WIKAL in writing or should the orders be placed orally, by telephone or with the help of any other communication devices, the order must be confirmed in a proper manner. An order which has been created by automatic facilities, on which the signature and name are missing, is regarded as written. WIKAL's non-communication concerning offers, requests or other declarations of the supplier is only regarded as an approval if it is explicitly stipulated in writing. To the extent to which the order contains obvious errors, spelling mistakes or calculation errors, it is not binding for WIKAL.

2. Before the conclusion of the contract, the supplier must inform WIKAL in writing whether the ordered goods are subject to any export controls or other limitations of marketability pursuant to applicable regulations in the country of the respective delivery address. Otherwise, WIKAL is entitled to withdraw from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. This shall not affect any further claims by WIKAL.

3. WIKAL is entitled to alterations of the order. If WIKAL has concluded a framework contract on future supplies with the supplier, an order placed by WIKAL is binding if the supplier does not oppose this within three working days after receipt of the order.

4. In the event that variations to the originally stipulated specification become necessary or appropriate in the course of the execution of a contract, the supplier must inform WIKAL immediately and submit modification proposals. WIKAL will inform the supplier, if and which modifications are to be carried out by the supplier compared to the original order. Should the costs arising for the supplier due to the execution of the contract be changed due to these alterations, both WIKAL and the supplier are entitled to demand a respective adaptation of the prices stipulated.

5. Order confirmations, dispatch notes, bills of lading, bills of delivery, invoices and other letters issued by the supplier must in particular include the WIKAL part number, order number, order date, supplier number and order date.

#### Sec. 3 Delivery

1. The supplier must observe WIKAL's requirements regarding the dispatch of the goods, in particular WIKAL's respective transport and packing requirements. The delivery must be effected suitable to the type of goods being supplied. In particular, the goods must be packed in such a way that transport damage is avoided. Packing materials are to be used only to the extent to which it is necessary. Only environmentally-friendly, recyclable packing materials must be used. At the end of every quarter, the supplier must pay a lump sum equivalent to 0.3% of the net order value covering a quarter of the calendar year in return for the disposal costs occurring. The usage of returnable packing is only permissible after prior written approval of WIKAL.

2. WIKAL is to be immediately informed about the dispatch of the goods from overseas. If the amount of the freight charges is borne by WIKAL, it applies only to the costs to the amount of the cheapest type of dispatch, even if a quicker transport is required to keep the delivery terms and dates stipulated. All deliveries must include a bill of delivery.

3. The delivery deadlines and dates stipulated are binding. The delivery deadlines start on the day of the order. The goods must be received at the delivery address stated by WIKAL within the delivery deadline or on the delivery date stipulated.

4. If the supplier becomes aware of the fact that the time of delivery cannot be adhered to, the supplier must inform WIKAL

immediately and in writing by indicating the reasons and the estimated duration of the delay. In case of a delay in delivery, WIKAL is entitled to withdraw from the contract regardless of negligence on part of the supplier. In case of a delayed delivery on part of the supplier, WIKAL is entitled to demand a contractual penalty of 0.5% of the net order value for each week of delay or parts thereof, however not exceeding 5% of the net order value. Any cases of force majeure are excluded. WIKAL is obligated to claim the contractual penalty at the same time of the final invoice, at the latest. Any further claims by WIKAL remain unaffected. The delivery claim of WIKAL will only be excluded when the supplier pays compensation instead of delivery on request of WIKAL. The acceptance of the delayed delivery does not constitute a waiving of claims for compensation.

5. Delivery before the delivery date stipulated is only permissible after prior written approval of WIKAL. WIKAL is entitled to return the goods delivered early at the supplier's expense or to put them in storage at the supplier's expense.

#### Sec. 4 Passing of Risk, Acquisition of Ownership and Dispatch

1. The supplier bears the risk of accidental loss or accidental deterioration of the goods until their acceptance by WIKAL. If the supplier is obligated to set up or install the goods on WIKAL's premises, the risk is only transferred at the point of time when the goods are commissioned.

2. The goods will pass into the ownership of WIKAL directly and free from encumbrances on the day of the delivery of the goods.

#### Sec. 5 Environmental Guidelines

1. The supplier guarantees that the relevant environmental guidelines, regulations and standards are adhered to in the manufacture, transportation, operation and recycling of the goods, including the WIKAL environmental guidelines. By means of adequate information and training the supplier ensures that employees and contractors also adhere to these guidelines.

2. The supplier is obliged to establish, conduct and maintain a suitable environmental management system corresponding to DIN ISO 14001 Standards. If a certification exists, this certification is to be forwarded to WIKAL on a regular basis and without prompting. If not, the supplier has the duty to inform WIKAL regularly in writing on his corporate environmental protection measures.

3. The supplier is obliged to use environmentally compliant materials and manufacturing processes in the production of the goods. In addition the supplier is obliged to keep the goods and manufacturing processes at a state-of-the-art level of science and technology with regard to environmental compatibility and to avoid harmful environmental influences or reduce these to the best of his abilities. In this respect the supplier has to inform WIKAL in writing regarding suggestions for innovations and improvements of the goods and production processes.

4. The supplier has to inform WIKAL immediately and in writing if an environmental accident or other incident occurs. For such instances the supplier has to establish alarm and countermeasure plans including coordination with the appropriate authorities, to update these regularly and to provide WIKAL with same at any time upon request.

#### Sec. 6 Child Labour

1. The supplier confirms that locally existing directives on the prohibition of child labour are adhered to in the production of the goods supplied to WIKAL. Should such legal directives not exist in the supplier's country, children under the age of 14 years are not allowed to be employed for production purposes. The minimum legal age for dangerous work is 18 years.

2. The supplier must take note that this confirmation applies to the entire production process including all pre-stages and intermediate products and also includes subcontractors and suppliers.

#### Sec. 7 Prices and Payment

1. The price stated in the order is binding. Unless otherwise stipulated, the price includes the costs for packing, shipment devices, transport and insurance coverage up to the delivery address as stated by WIKAL, as well as any customs duties and other taxes. The statutory value-added tax is not included in the price, and will be separately indicated on the invoice in the statutory amount valid on the date of issuance of the invoice.

2. The supplier will invoice WIKAL in triplicate. Invoices and delivery notes without WIKAL - order numbers, articles numbers, order dates or supplier numbers are regarded as invalid due to the inability to process them. Invoice duplicates and triplicates are to be marked as such.

3. After the acceptance of the goods and the receipt of the invoice, payment will be effected within 14 days subject to a deduction of a 3% discount or within 30 days subject to a deduction of a 2% discount. Payment is effected under the reserve of the invoice verification. In case of a defective delivery,

WIKAL is entitled to retain or charge back payment until the proper fulfilment without the loss of discounts, cash discounts or similar price reductions. The payment term starts after the complete correction of the deficiencies. In case of an early delivery of the goods, the payment term only starts on the day of delivery which has been stipulated. Insofar as the supplier has to provide any technical certificates, inspection certificates, acceptance certificates, first sample test reports, quality inspection reports, certifications, or other documents, the acceptance of the goods calls for the receipt of these documents as well. In case of a default in payment, the supplier can demand default interest to the amount of 2% above the respective base rate with respect to the current interest rate, unless WIKAL can prove a lower damage. The supplier is entitled to withdraw from the contract after an appropriate period of grace after the payment deadline has expired and following due warning given to WIKAL.

4. Payments are only made to the supplier. Counterclaims of the supplier only entitle the supplier for setoff if they have become res judicata or are undisputed. The supplier can only assert a right of retention if its counterclaim is based on the same contractual relationship.

#### Sec. 8 Hazardous substances and conflict minerals

1. The supplier must observe the Regulations regarding Hazardous Substances when delivering the goods, in particular accordingly pack and label the goods affected and explicitly indicate hazardous substances on the bill of delivery.

2. The supplier must observe the requirements of the European Parliament and Council Directives 2011/65/EU and 2015/863/EU concerning the Restriction of the use of Hazardous Substances in electrical and electronic equipment (RoHS) and 2012/19/EU concerning Waste from Electric and Electronic Equipment (WEEE) as well as the requirements of the applicable national implementations, especially of the Electrical and Electronic Equipment Act (ElektroG) and the regulation on the restriction of the use of hazardous substances in electrical and electronic equipment (ElektroStoffV).

3. Without having been asked, the supplier must comply with the obligation from Article 33 of the REACH regulation (EEC No. 1907/2006), REACH annex XIV as well as REACH annex XVII for the delivery of goods.

4. The supplier warrants that it will not use any conflict minerals pursuant to Section 1502 of the US American Dodd Frank Act in manufacturing the products to be supplied and further that it will make all reasonable efforts to ensure that components or materials provided by third parties and incorporated in the supplier's products do not contain such conflict minerals.

5. In case of a violation of such obligations as mentioned under section 1 and 2 of this regulation, WIKAL is entitled to decline acceptance of the goods as well as to withdraw from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. This shall not effect any further claims by WIKAL.

#### Sec. 9 Warranties and Warranty Claims

1. The supplier guarantees that the product supplied is developed according to the state-of-the-art science and technology and complies with the relevant legal requirements as well as the guidelines and directives of authorities, professional organisations and associations. WIKAL must be immediately informed in written form about any concerns which the supplier may have regarding the version of order required by WIKAL. Furthermore, the supplier guarantees that metallic materials of the product supplied are free of ionizing radiation. This is the case if the specific total activity of the metallic material is considerably smaller than the value 0.1 Becquerel by gramme (Bq/g) or if during testing using appropriate measuring devices the metallic materials do not show any signs of ionizing radiation that exceed the normal environmental radiation within the scope of measuring accuracy on the day of the measurements. The supplier exempts WIKAL from any claims of third parties against WIKAL or its customers which can be asserted in case of violation of this guarantee.

2. The supplier has to inform WIKAL about any changes regarding manufacturing processes, materials or vendor parts for products and services, and relocations of manufacturing facilities in writing and without delay.

3. With regard to the goods included within the scope of the Electronics Act, WIKAL will assume no obligations arising from this Act. If the supplier is the manufacturer of electrical or electronic devices in the sense of the Electronics Act, or is deemed the manufacturer as the distributor of such devices in accordance with the Electronics Act, he will warrant that he is registered with the foundation "Old Electrical Devices Register" at Fürth with regard to these goods, and that he will meet any and all obligations arising from the Electronics Act. Insofar as the obligations arising from the Electronics Act apply to WIKAL due to a violation of this warranty, the supplier will be obligated to hold WIKAL harmless of any and all obligations. The indemnity

obligation applies to any and all expenses, in particular to any administrative fines accrued by WIKA in connection with the utilization. This will not affect any further claims by WIKA.

4. WIKA must indicate visible deficiencies within two weeks after acceptance of the goods and hidden deficiencies within two weeks after their detection to the supplier. In case of deliveries which consist of a variety of goods identical in design, WIKA must check only a reasonable portion of the goods delivered for deficiencies. If the goods cannot be sold as a result of the inspection, a reasonable random inspection of the items delivered will be sufficient. If individual random samples of one delivery of goods are defective, WIKA can demand at its own choice the segregation of the defective items by the supplier or can assert warranty claims due to the whole consignment of goods. WIKA is entitled to perform the segregation on its own at the expense of the supplier, if the supplier does not promptly begin with the segregation, or if the expected expense for the segregation is in the amount of up to € 500. Should an inspection of the goods go beyond the usual extent of the incoming products inspection as a result of defective goods, the supplier must bear the costs for this inspection.

5. The supplier is obligated to maintain an appropriate quality management system and to produce and check the goods to be supplied in accordance with this quality management system. If the supplier obtains production or inspection equipment, software, services, material or other preliminary deliveries from sub-contractual suppliers for the production or quality assurance of the goods to be delivered, the supplier will integrate these in its quality management system by contractual means or will ensure the quality of sub-contractual deliveries itself. In particular, the supplier will carry out its own material testing. The supplier will keep records of the execution of the quality assurance measures and store these records as well as any samples of the goods to be delivered in a clearly arranged and orderly way. The supplier will grant WIKA access to the necessary material, explain the records and hand out copies of the records as well as any samples. WIKA will check immediately after the acceptance of the goods, provided this is practical in the proper course of business, if the goods correspond to the number and type of pieces ordered and if transport damage is externally visible. A further inspection of incoming goods will not be carried out.

6. If a blocking by WIKA is required due to deficiencies of the goods delivered, WIKA can charge from the supplier an administration lump sum in the amount of € 250.00, unless the supplier proves that no damage or less damage has resulted. Further claims of WIKA remain unaffected.

7. In case of deficiencies of the goods, WIKA is entitled at its own choice and irrespectively of the legal claims for compensation to demand the correction of the deficiencies or the delivery of goods free of deficiencies from the supplier as subsequent service. The supplier must bear the charges required for this subsequent service. In case of any defects of the goods, WIKA is entitled, irrespective of the statutory compensation claims, at his own discretion, to request from the supplier the removal of the defects, or the delivery of goods free of any defects as a remedy. The supplier is responsible for any expenses required for the purpose of the remedy. This also applies, if the contractual products, according to their intended use, have been shipped to another location other than the delivery address as stated by WIKA after delivery. In the event the supplier does not meet his obligation of remedy within a reasonable deadline as stipulated by WIKA, if the remedial action has failed, or is not reasonable for WIKA, or in the event of an emergency, WIKA may perform the required measures on its own at the expense and risk of the supplier, or commission a third party with the performance of the same. In case of minor deficiencies where the costs for the correction of such deficiencies amount to up to 10% of the net order amount of the defective goods, WIKA is always entitled to correct the deficiencies without consultation with the supplier at the supplier's expense or have them corrected by a third party.

8. The acceptance of the goods as well as the processing, payment and repeat order of the goods which have not yet been recognised and indicated as defective do not constitute approval of delivery and waiving of warranty claims by WIKA.

9. The limitation period for the warranty claims of WIKA is 24 months. For any defects claimed by WIKA within the statutory period of limitation, the warranty claims will become invalid six months after assertion of the warranty claim, at the earliest. If WIKA obtains the goods for the purpose of resale, the limitation period begins at the point of time at which the limitation period begins for the resale of the goods; it begins, however, 12 months after the acceptance of the goods by WIKA at the latest. The same applies if WIKA obtains the goods for the purpose of further processing. In case of a remedy of defects, or subsequent delivery, the statutory period of limitation will begin anew.

10. Suppliers are obligated to supply WIKA with the required spare and accessory parts as well as tools for a time period of a further ten years after the expiration of the limitation period. Further warranties of the supplier remain unaffected.

#### Sec. 10 Product Liability

1. The supplier is obligated to exempt WIKA from national and international product liability claims of third parties, to the extent that the supplier is responsible for the product defect and the damage incurred according to the principles of product liability. Further claims by WIKA remain unaffected.

2. Within the scope of this obligation of exemption, the supplier must in particular refund WIKA such charges which result from or in connection with a warning action, replacement or recall actions carried out by WIKA. WIKA will inform the supplier about the content and extent of the measures to be taken, to the extent to which this is possible or reasonable, and give the supplier the opportunity to comment. The supplier will support WIKA in the measures to be performed to the utmost of his ability, and take any and all reasonable measures set forth by WIKA.

3. The supplier is obligated to take out and maintain product liability insurance with a coverage that is adequate for the products in the amount of at least € 3 million per personal injury for each individual person, and at least € 5 million per property damage. Upon request, the supplier must provide proof of the conclusion of the product liability insurance coverage to WIKA. The supplier assigns WIKA any and all claims for indemnification for such damages from this insurance coverage in advance. WIKA hereby accepts the assignment. Insofar as an assignment should not be permissible according to the insurance contract, the supplier hereby irrevocably instructs the insurance company to make any payments to WIKA only. This will not affect any further claims by WIKA.

#### Sec. 11 Property and copyrights

1. Unless absolutely necessary for the manufacture of the goods or performance of the services, the supplier is not entitled to use product names or property rights (patents, designs, trademarks, etc.) of WIKA without the prior written consent of WIKA. Any reference to the cooperation between supplier and WIKA requires the prior written consent of WIKA.

2. The supplier shall promptly notify WIKA of all inventions or other work results (knowledge, know-how, designs, trademarks) that arise in connection with the services rendered or the goods manufactured for WIKA and provide WIKA with all necessary information. All inventions or other work results are hereby transferred to WIKA at the time of their creation. WIKA herewith accepts the transfer. If WIKA has no interest in registering an invention relating to property rights, WIKA transfers the invention back to the supplier. WIKA then has a simple, free, unlimited right of use.

3. As far as copyrights arise on the work results, the supplier hereby grants to WIKA, free of charge, the exclusive rights of use, unlimited in terms of space, time and content, with and without copyright designation. This also applies to copyrighted computer programs (in object and source code). In particular, WIKA is entitled to duplicate, transfer to image, sound and data media, process, edit, reshape or translate all work results without the consent of the supplier and to use and distribute them in modified form or in their original form.

4. The supplier guarantees that the delivery and use of the goods or the service provided does not infringe any patents, licenses or other property and copyrights of third parties. If WIKA or its customers, due to the delivery and use of the goods or the service provided, are claimed against by a third party for the violation of such rights, the supplier is obligated to exempt WIKA from these claims. The obligation of exemption refers to all charges which arise for WIKA in connection with the claim. In particular, WIKA is entitled to obtain the permission for usage of the goods from the third party at the supplier's expense.

#### Sec. 12 Acts of God

1. If WIKA is hindered in the fulfilment of its contractual obligations, in particular in the acceptance of the goods, by Acts of God, WIKA will be exempted from liability for the duration of the hindrance as well as an appropriate starting time without being obligated to pay compensation to the supplier. The same applies if it is made unacceptably difficult or temporarily impossible for WIKA to fulfil its obligations due to unpredictable circumstances or circumstances for which WIKA is not responsible, in particular due to industrial disputes, official measures, energy shortage or substantial business disruption. WIKA can refuse the acceptance of the goods, if such circumstances hinder the sale of the goods as a result of a decreased demand.

WIKA is entitled to withdraw from the contract if such a hindrance continues for more than four months and if, as a result of the hindrance, the fulfilment of the contract is no longer in WIKA's interest. At the request of the supplier, WIKA will declare whether it will take advantage of its right of withdrawal after the expiration of the deadline or if it will accept the goods within an appropriate deadline.

#### Sec. 13 Provision of Objects and Production of Tools

1. WIKA retains the property in samples, models, drawings, layouts, tools, software and other objects which are left with the supplier for the production of the goods ordered or for other reasons. WIKA acquires ownership of the tools produced by the supplier for WIKA on the day of their completion. Insofar as the tools are paid by WIKA in several instalments, WIKA acquires the co-ownership of the tools at a rate in the amount of the payments already made as compared to the value of the tools. WIKA leaves the tools with the supplier for the production of the goods ordered.

2. The supplier is obligated to use these objects exclusively for the production of the goods ordered from WIKA or according to other instructions stated by WIKA. Such objects must not be made available to third parties. The supplier is not entitled to make copies, reproductions or other duplications of the objects. The supplier must return the objects to WIKA immediately without further request and at its own expense, provided that their provision is no longer required.

3. The processing or alteration of left objects by the supplier is carried out for WIKA. If such objects are processed with other objects of which WIKA is not the proprietor, WIKA will gain co-ownership of the new item at a ratio of the value of the object of WIKA, as compared to the other processed objects at the time of processing. In the event that the objects are combined or mixed in such a manner that WIKA loses its ownership, the supplier will assign ownership to the new item proportionate to the rate of the value of the objects of WIKA, as compared to the other processed objects at the time of processing, and will keep the new items for WIKA.

4. The supplier is obligated to treat the objects provided with care and to store them. The supplier must take out a replacement value insurance for the objects left against damage resulting from fire, water and theft at its own expense. The supplier will transfer all claims for compensation resulting for this cover to WIKA from

the start of this insurance. WIKA herewith accepts this transfer. Insofar as an assignment should not be permissible according to the insurance contract, the supplier hereby irrevocably instructs the insurance company to make any payments to WIKA only. This will not affect any further claims by WIKA. The supplier is obligated to carry out the required maintenance and inspection measures as well as all servicing and repair measures of the objects provided in due time and at its own expense. The supplier must indicate occurring damage to WIKA immediately and in writing.

5. Goods which are entirely or partly produced by the supplier in accordance with the requirements stated by WIKA or subject to the usage of the objects left by WIKA must only be used by the supplier itself or offered, supplied or otherwise made available to third parties by the supplier after prior written approval by WIKA. The same applies to goods which WIKA has not accepted due to well-founded reasons. In case of violations, the supplier must pay a contractual penalty to the amount of € 25,000.00 each to WIKA. Further claims by WIKA remain unaffected.

#### Sec. 14 Confidentiality

The supplier and WIKA are mutually obligated for an unlimited period to keep all information about WIKA confidential to which the supplier gains access and which is regarded as confidential or under such circumstances is recognisable as business or company secret; they will neither record it nor forward or use it, unless required for the supply of WIKA. By means of appropriate contractual agreements with its employees and representatives, the supplier and WIKA will ensure that these people will also refrain from any self-use, forwarding or unauthorised recording of such business and company secrets for an unlimited period of time.

#### Sec. 15 Liability

WIKA is liable, without limitation, to pay compensation resulting from a breach of warranty or injury to body and health. The same applies to deliberate and gross negligence. For slight negligence, WIKA is only liable if substantial obligations are violated which result from the nature of the contract and which are of special importance for fulfilling the purpose of the contract. In case of violation of such obligations, delay and impossibility, WIKA's liability is restricted to such damage occurring within the scope of the Contract. A compulsory legal liability for product defects remains unaffected.

#### Sec. 16 Safety in the Supply Chain

1. The supplier assures that he is either an Authorised Economic Operator AEO-F or AEO-S, or that he meets the following requirements for safety in the supply chain: goods which are manufactured, stored, transported, supplied to, or are received by same on behalf of WIKA,

- are manufactured, stored, machined or processed, and loaded at safe manufacturing facilities and shipping facilities,
- are protected against unauthorised access during manufacturing, storage, machining or processing, loading and transportation.

The personnel employed for the production, storage, machining or processing, loading, transportation and receiving of such goods is reliable. Business partners acting on behalf of the supplier are informed that they also need to implement measures to assure the above mentioned supply chain.

2. The supplier will provide WIKA forthwith with the AEO-F or AEO-S certificate by sending a copy of the official certification, at the latest with the first delivery. If the supplier is not an Authorised Economic Operator, he will forthwith provide a safety declaration with the obligation of conforming to the requirements given under No. 1, at the latest with the first delivery. In as far as the supplier no longer conforms with the assured requirements given in the safety declaration, he is obliged to inform WIKA immediately in writing.

#### Sec. 17 Final Clauses

1. The supplier is only entitled to transfer rights and obligations to third parties or to have the order or substantial parts of the order carried out by third parties after prior written approval of WIKA.

2. Sub-contractors are deemed as vicarious agents. Upon request, WIKA will be notified of the same in writing.

3. In case of a payment stop on part of the supplier or a request to open insolvency proceedings against the supplier's assets, WIKA is entitled to partly or entirely withdraw from the contract.

4. The law of the Federal Republic of Germany applies to the legal relations of the supplier to WIKA to the exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (CISG).

5. The place of business of WIKA is the exclusive place of jurisdiction for all disputes resulting from the business relations between WIKA and the supplier. WIKA is also entitled to take legal action at the place of business of the supplier as well as at any other admissible place of jurisdiction.

6. Place of performance for all services of the supplier and WIKA is the place of business of WIKA.

7. If a clause in this contract is or will become partly or totally ineffective or unenforceable or if there is an omission in this contract, the validity of the remaining clauses will remain unaffected. Instead of the ineffective or unenforceable clause, the effective or executable clause is regarded as agreed which comes nearest to the purpose of the ineffective and unenforceable clause. In case of an omission, that clause is regarded as agreed which complies with what the parties would have agreed for the purpose of this Agreement had they considered the matter initially