

Terms and Conditions of Sale, Delivery and Licensing of Müller-BBM Rail Technologies GmbH

1. Terms and Conditions of Sale and Delivery

1.1 Applicability of the Terms and Conditions

These Terms and Conditions of Sale, Delivery and Licensing apply to the sale, delivery, licensing and provision of measuring devices, measurement, analysis and monitoring systems, software, hardware, system components, accessories, documentation and related services by Müller-BBM Rail Technologies GmbH ("MBBM-Rail").

They apply in particular to Wheel Monitoring Systems, measuring stations, sensors, measurement software, analysis functions, web applications, data storage and cloud components, interfaces, export functions and other monitoring solutions.

These Terms and Conditions apply exclusively to customers acting in the exercise of their trade, business or profession, legal entities under public law and special funds under public law.

Any deviating, conflicting or supplementary terms and conditions of the Customer shall apply only if MBBM-Rail has expressly agreed to their applicability in writing. This shall also apply where MBBM-Rail performs services without reservation in the knowledge of the Customer's deviating terms and conditions.

Individual agreements contained in the quotation, order confirmation, a maintenance, licence and service agreement or expressly agreed contractual annexes shall take precedence over these Terms and Conditions.

1.2 Quotations, Formation of Contract and Contractual Content

Quotations issued by MBBM-Rail are non-binding and subject to change unless expressly designated as binding.

A contract shall be formed only when MBBM-Rail confirms the Customer's order in writing or commences performance of the relevant obligation. The scope of delivery and services agreed shall be governed by MBBM-Rail's order confirmation, including the annexes expressly incorporated therein.

Product brochures, presentations, brief technical descriptions and other general product information serve to describe typical product characteristics and possible applications. They do not constitute a binding scope of delivery or services unless expressly agreed as part of the contract or as a contractual annex.

Technical parameters describe typical values under suitable site, operating, installation, maintenance and environmental conditions. The project-specific technical specifications agreed in each case shall be binding.

1.3 Prices and Payment Terms

The agreed prices shall be set out in the quotation, the order confirmation or other contractual agreement.

All prices are exclusive of the applicable statutory value added tax, where chargeable.

Unless otherwise agreed in the quotation or order confirmation, the following payment terms shall apply:

- 30% of the order value upon receipt of the Customer's written order or upon issuance of MBBM-Rail's order confirmation;
- 60% of the order value following delivery;
- 10% following commissioning.

Invoices shall be due for payment without deduction within 14 days of receipt, unless otherwise agreed. Recurring fees for licences, operation, maintenance, cloud services, service or support shall be invoiced in accordance with the respective agreement. Unless otherwise agreed, invoicing shall take place annually on the agreed billing date.

1.4 Retention of Title and Rights in Documents

MBBM-Rail shall retain title to delivered products, hardware components, spare parts and accessories until all claims arising from the relevant delivery or from the ongoing business relationship have been paid in full.

MBBM-Rail shall retain ownership rights, copyrights and other proprietary rights in quotations, drawings, technical documents, concepts, descriptions, calculations, software documentation, interface descriptions and other documents.

Without MBBM-Rail's prior written consent, such documents may not be reproduced, made available to third parties or used for purposes other than those provided for in the contract.

1.5 Delivery Dates and Partial Deliveries

Delivery dates and performance periods shall be binding only if expressly agreed in writing.

MBBM-Rail shall be entitled to make partial deliveries and provide partial services insofar as these are reasonable for the Customer.

Delivery and performance periods shall be extended by a reasonable period where delays are caused by a failure of the Customer to cooperate, missing approvals, lack of access to the measuring site, information not provided in due time, changes to requirements, force majeure, third-party supply bottlenecks or other circumstances for which MBBM-Rail is not responsible.

If MBBM-Rail is in default in performing a bindingly agreed obligation, the Customer may set MBBM-Rail a reasonable additional period for performance in writing. Any further rights of the Customer shall be governed by the statutory provisions and the liability provisions of these Terms and Conditions.

1.6 Dispatch, Packaging, Assembly and Passing of Risk

Dispatch, packaging, transport insurance, customs clearance, importation and delivery shall be governed by the relevant agreement in the quotation or order confirmation.

Unless otherwise agreed, delivery shall be EXW in accordance with Incoterms 2020 at the location designated by MBBM-Rail.

The Customer shall promptly document any apparent transport damage, notify the carrier thereof and inform MBBM-Rail.

Assembly, installation, commissioning, calibration and training shall form part of MBBM-Rail's obligations only to the extent that they are expressly included in the quotation, order confirmation or another agreement.

The Customer shall provide, in a timely manner, all prerequisites required for assembly, installation, commissioning and calibration, including in particular access to the measuring site, track possessions, safety personnel, power supply, earthing, data connection, infrastructure, contact persons and required permits.

2. Warranty for Products

2.1 Scope of Warranty

MBBM-Rail warrants that, at the time risk passes or upon acceptance, as applicable, the delivered products comply with the agreed specifications and have been developed, produced or provided with due professional care.

Given the state of the art, it cannot be guaranteed that products or software will be entirely free from defects.

The warranty applies to delivered hardware, system components and software provided on a permanent basis, insofar as these form part of the respective supply contract.

Ongoing maintenance, licensing, operation, cloud, analysis, data storage, web app, API, export, service and support services are not covered by this product warranty. They shall be governed exclusively by a separate maintenance, licence, operation or service agreement.

2.2 Notification of Defects

The Customer shall notify MBBM-Rail in writing of apparent defects without undue delay, but no later than eight days after delivery, acceptance or commissioning.

Latent defects shall be notified in writing without undue delay after their discovery.

The notification of defects must describe the defect in a comprehensible manner and provide MBBM-Rail with the information required for its investigation.

2.3 Remedies for Defects

At its discretion, MBBM-Rail shall remedy defects covered by the warranty by rectification, replacement delivery, replacement of components, provision of an improved software version, adjustment of the configuration or reasonable instructions for a workaround.

The Customer shall provide the cooperation required by MBBM-Rail to investigate the defect and provide remedial performance, including in particular access to the product, remote access, system information, descriptions of the defect, log files and other required data.

If remedial performance fails or is unreasonable for the Customer, the Customer shall have the statutory rights subject to these Terms and Conditions.

2.4 Exclusions from Warranty

No warranty claims shall exist in respect of normal or age-related wear and tear or with regard to wear parts and consumables, unless an independent defect exists. In all other respects, no warranty claims shall exist insofar as the defect was caused by:

- improper use, operation, storage or handling;
- failure to comply with the documentation, operating instructions or technical specifications;
- modifications, interventions, repairs or extensions not approved by MBBM-Rail;
- use outside the specified site, operating or environmental conditions;
- accidents, vandalism, construction or track works, overvoltage, lightning, force majeure or other external influences;
- defective power supply, earthing, telecommunications, mobile network coverage, IT infrastructure or systems of the Customer;
- third-party software, third-party systems, interfaces or Customer systems, insofar as MBBM-Rail is not responsible for the defect.

2.5 Warranty Period

The warranty period shall be 12 months from delivery, acceptance or commissioning, depending on which event is stipulated in the quotation or order confirmation.

Unless otherwise stipulated, the warranty period shall commence upon delivery. Where acceptance has been expressly agreed, it shall commence upon acceptance.

Any longer mandatory statutory periods shall remain unaffected.

3. Liability

3.1 Unlimited Liability

MBBM-Rail shall have unlimited liability in cases of intent and gross negligence and in the event of culpable injury to life, limb or health.

Liability under the German Product Liability Act and any other mandatory statutory liability shall remain unaffected.

3.2 Liability for Simple Negligence

In the event of a breach of a material contractual obligation through simple negligence, MBBM-Rail shall be liable for foreseeable loss or damage typical of this type of contract.

Material contractual obligations are obligations whose performance is essential to the proper performance of the contract and on whose fulfilment the Customer may generally rely.

In all other respects, MBBM-Rail's liability for simple negligence shall be excluded.

3.3 Indirect and Consequential Loss or Damage

MBBM-Rail shall not be liable for indirect or consequential loss or damage, including in particular loss of profit, interruption of production or operations, loss of use, loss or corruption of data, costs of replacement systems, manual inspections or additional maintenance measures, insofar as this is permitted by law.

3.4 Loss of Data

Liability for the restoration of data shall exist only insofar as MBBM-Rail is responsible for the loss of data and the Customer has ensured that the data can be restored from backup copies or other data repositories with reasonable effort.

The Customer shall take reasonable precautions to back up its data and mitigate loss or damage.

3.5 Vicarious Agents and Subcontractors

The foregoing limitations of liability shall also apply for the benefit of MBBM-Rail's legal representatives, employees, vicarious agents and subcontractors.

4. Licence Terms for Software, Analysis Functions and Monitoring Solutions

4.1 General Rights of Use

MBBM-Rail grants the Customer a non-exclusive, non-transferable right to use the software, analysis function, web application, interface or other monitoring solution identified in the quotation, order confirmation or a separate agreement, within the scope agreed in each case.

The specific scope of the right of use shall be determined in particular by the quotation, order confirmation, licence, maintenance and service agreement, technical description of services or another expressly agreed contractual annex.

The right of use is limited to operation of the delivered or provided measurement, analysis and monitoring systems for their intended purpose.

Use for other systems, locations, measuring devices, vehicles, companies or third parties shall be permitted only if expressly agreed in writing.

Unless otherwise provided in the relevant quotation or agreement, the Customer shall not be granted any exclusive rights, rights to modify, rights to sublicense or rights to the source code.

All rights in the software, analysis methods, algorithms, data models, user interfaces, interfaces, documentation and other work products shall remain with MBBM-Rail or the respective rights holders, unless expressly agreed otherwise.

4.2 System- and Measuring-Device-Specific Licences

System- or measuring-device-specific licences are licences assigned to a specific measuring device, measuring station, measuring system or system configuration.

Use shall be permitted exclusively for operation of the measuring device, measuring system or monitoring system to which the licence is assigned. The licence may be used by persons within the Customer's sphere of responsibility who are involved in the operation, maintenance, evaluation or support of the assigned system.

Transfer to another measuring device, measuring station, system or location shall be permitted only with MBBM-Rail's prior consent.

Defective or obsolete hardware may be replaced insofar as this is required for operation for the intended purpose and the licence is not used simultaneously on the existing and the new system. System- and measuring-device-specific licences may be granted on a perpetual or term basis. The relevant agreement in the quotation, order confirmation or licence, maintenance and service

agreement shall govern.

4.3 Dongle-Protected Analysis Licences

Analysis licences may be protected by a hardware dongle or a comparable technical licence protection mechanism.

A dongle-protected analysis licence entitles the Customer to use the relevant analysis function while the associated dongle is connected, activated or otherwise technically available.

The analysis licence may be used by any person within the Customer's sphere of responsibility.

Concurrent use shall be limited to the number of analysis licences or dongles purchased or provided. The Customer shall be responsible for safekeeping the dongle and protecting it against loss, theft, damage or unauthorised use.

In the event of loss or damage, the Customer shall have no entitlement to free replacement unless MBBM-Rail is responsible for the loss or damage.

Circumvention, replication, manipulation or any other technical interference with the dongle or licence protection mechanism shall not be permitted.

4.4 Named-User Licences

A named-user licence entitles a user designated by the Customer to use the relevant software, monitoring solution, web application, analysis or evaluation function within the agreed scope.

Use is not tied to a particular end device. The named user may use the software or monitoring solution on any suitable end device, including in particular a notebook, PC, tablet or smartphone, provided the technical requirements are met.

The named-user licence is protected by personal access credentials, a login or a comparable authentication procedure.

Access credentials may not be disclosed to or shared with other persons.

The Customer shall promptly notify MBBM-Rail of changes of users, departing employees or other changes to user authorisations, or implement such changes in the user administration system.

A named user may be replaced provided this does not result in permanent multiple use exceeding the agreed number of named-user licences.

4.5 Floating Licences

A floating licence entitles any user within the Customer's sphere of responsibility to use the relevant software, monitoring solution, analysis or evaluation function, provided the agreed number of concurrent uses is not exceeded.

Use may be controlled by means of a licence server, login administration, technical session management or a comparable procedure.

The number of concurrently active uses shall be decisive.

The Customer may authorise more users than the number of floating licences purchased. However, the software or monitoring solution may be used concurrently only by the number of users corresponding to the agreed number of floating licences.

The Customer shall ensure that access credentials, licence mechanisms and technical means of access

are not misused or employed to circumvent the agreed number of licences.

4.6 Company Licences

Under a company licence, MBBM-Rail shall create individual named-user accounts for the users designated by the Customer.

The company licence entitles the named users to use the agreed software, monitoring solution, analysis or evaluation function within the scope stipulated in the contract.

The company licence applies exclusively to the Customer and the users designated by it.

Use by affiliated companies, external service providers, the Customer's customers or other third parties shall be permitted only if expressly agreed. The Customer shall provide MBBM-Rail with the information required to create, modify and deactivate user accounts.

Changes of users, new users and deactivated users shall be implemented in accordance with the agreed organisational and technical processes.

Unless otherwise agreed, a company licence does not grant unlimited use by an unrestricted number of persons, but only use by the users designated by the Customer and for whom accounts have been created.

4.7 Users within the Customer's Sphere of Responsibility

Users within the Customer's sphere of responsibility are employees, members of its governing bodies and other persons engaged by the Customer who act in the course of the Customer's business activities and for its purposes.

Use by external service providers, operators, maintenance service providers, affiliated companies or other third parties shall be permitted only insofar as this is expressly provided for in the quotation, order confirmation, licence, maintenance and service agreement or another agreement.

The Customer shall be responsible for ensuring that all users comply with the contractual restrictions on use, confidentiality obligations, IT security requirements and access requirements.

4.8 API, Data Export and System Integration

Where MBBM-Rail provides API access, export functions or interfaces, these may be used exclusively within the agreed scope and for the Customer's internal operational purposes.

The Customer shall be solely responsible for its own API clients, third-party systems, databases, access credentials, archiving, further processing and backup of exported data.

Customer-specific API extensions, special formats, bulk data exports, data migrations, interface modifications or integrations into third-party systems shall form part of the scope of services only if expressly agreed.

The Customer shall protect API access credentials and technical means of access against unauthorised use.

4.9 Prohibited Uses

The Customer shall not use the software, analysis functions, monitoring solutions, licence mechanisms, dongles or access credentials outside

the agreed scope of use;

make software, analysis functions or monitoring solutions available to third parties, rent or lease them, make them publicly accessible, operate them as a service for third parties or otherwise make them available for use by third parties, unless expressly agreed;

circumvent, manipulate or remove licence mechanisms, dongles, access restrictions, user administration systems or technical protection measures;

modify, reverse engineer, decompile, disassemble or otherwise analyse software or program components, unless permitted under mandatory applicable law or expressly agreed;

use source code, data models, algorithms, interface documentation or other technical documents to develop its own products or third-party products with substantially the same functionality, unless permitted under mandatory applicable law;

remove or alter copyright notices, manufacturer information, serial numbers, licence notices or other proprietary notices.

4.10 Backup Copies and Statutorily Permitted Use

The Customer may create backup copies of the software insofar as this is necessary to safeguard future use for the intended purpose or is permitted under mandatory applicable law.

The Customer's mandatory statutory rights, in particular regarding use for the intended purpose, error correction, backup copies or the achievement of interoperability, shall remain unaffected.

Where the Customer intends to perform acts permitted by law for the purpose of achieving interoperability, it shall inform MBBM-Rail in writing in advance, insofar as this is legally permissible and reasonable, so that MBBM-Rail can provide the required information or an appropriate interface solution.

4.11 Term and Termination of Rights of Use

Perpetual licences shall be granted for an unlimited period unless otherwise provided in the quotation, order confirmation or another agreement.

Term-based licences, including in particular analysis, data storage, cloud, web app, API, export and access licences, shall exist only for the agreed contractual term and only for as long as the agreed fees are paid.

Upon expiry or other termination of a term-based licence, the right to use the relevant software or the analysis, data storage, cloud, web app, API, export and access functions shall end.

The Customer shall remain entitled to continue using data previously exported lawfully for the agreed purposes, unless otherwise agreed.

Upon expiry or other termination of the right of use, the Customer shall cease using the affected software, analysis function or monitoring solution and deactivate any access that is no longer authorised.

4.12 Third-Party Software and Open-Source Components

MBBM-Rail's software and monitoring solutions

may contain third-party components or open-source components.

The respective licence terms of the third-party provider shall also apply to third-party software insofar as they are made available to the Customer or apply as a matter of law.

The respective open-source licence terms shall apply to open-source components. Insofar as these licence terms grant the Customer more extensive rights or impose different obligations, they shall take precedence with respect to the relevant open-source component.

MBBM-Rail shall be obliged to provide source code only insofar as this has been expressly agreed or is required by mandatory provisions of the applicable open-source licence terms for specific open-source components.

4.13 Protection of Software, Access Credentials and Licence Mechanisms

The Customer shall treat MBBM-Rail's software, documentation, access credentials, API keys, dongles, licence information, interface documentation and technical documents as confidential and protect them against unauthorised access.

The Customer shall implement appropriate organisational and technical measures to prevent unauthorised use, disclosure or modification of the software, monitoring solution, licence mechanisms and access credentials.

The Customer shall inform MBBM-Rail without undue delay if it becomes aware of unauthorised use, loss of access credentials, loss of a dongle or any other security breach.

5. Copyright and Intellectual Property Rights

MBBM-Rail is the owner of, or is authorised to use, the industrial property rights, copyrights and other rights in the products, software, analysis methods, algorithms, user interfaces, data models, documentation and other work products.

These rights are granted under these Terms and Conditions only to the extent expressly agreed.

Copyright notices, trade marks, serial numbers, licence notices and other proprietary notices may not be removed, altered or rendered illegible.

The Customer shall inform MBBM-Rail without undue delay if third parties assert infringements of intellectual property rights relating to MBBM-Rail products or software.

In the event of justified claims concerning intellectual property rights, MBBM-Rail may, at its discretion, modify the affected product, software or service so that it no longer infringes such rights, obtain a right of use or replace the affected product, software or service with an equivalent one, insofar as this is reasonable for the Customer.

6. Confidentiality

MBBM-Rail and the Customer undertake to keep the other party's trade and business secrets confidential, not to disclose them to third parties and to use them exclusively for performance of the relevant contract.

This obligation applies in particular to quotations, prices, technical documents, system configurations,

software, interface descriptions, access credentials, analysis methods, project data, Customer data, operational data and other confidential information. The parties shall take appropriate organisational and technical measures to ensure confidentiality.

The confidentiality obligation shall not apply to information that was already lawfully known to the receiving party, is publicly known or becomes publicly known without a breach of these Terms and Conditions, was lawfully obtained from third parties, or must be disclosed pursuant to a statutory, judicial or regulatory obligation.

The confidentiality obligation shall continue to apply after termination of the contract.

Unless otherwise agreed, documents and information may also be transmitted by email. At the Customer's request, MBBM-Rail offers encrypted transmission of confidential documents.

7. Software Maintenance, Hardware Maintenance, Calibration, Cloud Operation, Service and Support

Software maintenance, hardware maintenance, calibration, cloud operation, provision and operation of analysis services, operation of a monitoring web app, API operation, service and support shall form part of MBBM-Rail's obligations only if a separate maintenance, licence, operation or service agreement has been concluded for such services. The type, scope, term, remuneration, response times, data retention, availability, export functions, remote access and cooperation obligations shall be governed by the respective separate agreement. Maintenance, licensing, operation and service activities shall not extend the product warranty unless expressly agreed.

MBBM-Rail shall be entitled to carry out maintenance work, updates, security measures and system migrations insofar as this is required for operation, security, maintenance or further development of the systems. This may result in temporary restrictions.

8. Provision to Third Parties, Transfer and Resale

Any transfer of products, software, licences, dongles, access credentials or rights of use to third parties shall be permitted only with MBBM-Rail's prior written consent, unless mandatory statutory provisions provide otherwise.

In the event of a permitted transfer of perpetual software licences, the Customer shall cease all use, delete all copies not transferred, deactivate access credentials and provide the acquirer with the documents and licence terms required for use.

The acquirer must agree in writing to the continued applicability of the relevant contractual and licence terms.

Term-based licences, cloud, web app, API, export, analysis and access licences and user accounts may not be transferred without MBBM-Rail's prior written consent.

Temporary provision to affiliated companies, external service providers, operators, maintenance service providers or other third parties shall be permitted only insofar as this has been expressly agreed or those persons act as authorised users

within the Customer's sphere of responsibility. The Customer shall be liable for ensuring that any permitted transfer or provision occurs only within the agreed scope and that the recipients comply with the contractual restrictions on use.

9. Customer's Cooperation and Information Obligations

The Customer shall, in a timely and complete manner and at no cost to MBBM-Rail, provide all cooperation required for MBBM-Rail to perform its obligations, insofar as applicable and unless otherwise agreed.

These shall include in particular:

- providing the information required for planning, delivery, installation, commissioning, operation, maintenance and support;
- designating competent contact persons;
- providing access to the measuring site, track possessions, safety personnel and required approvals;
- providing a suitable power supply, earthing, data connection, mobile network coverage, IT infrastructure and other site conditions;
- enabling the required remote access insofar as this is necessary for operation, maintenance, analysis, remote monitoring, remote maintenance or fault rectification;
- giving timely notice of changes to the track, track fastening system, power supply, IT, data transmission, mobile communications, vehicle identification, system environment or operating conditions;
- securely storing access credentials, API keys, dongles and other licence or access devices;
- regularly backing up its own data, exported data and Customer-side systems;
- reviewing measurement results, warnings and evaluations in the relevant technical and operational context.

Delays, additional work or additional costs resulting from missing, late or incomplete cooperation shall extend agreed periods by a reasonable amount and may be charged on the basis of the effort and costs incurred.

The Customer shall bear the disadvantages and additional costs arising from any breach of its cooperation and information obligations.

10. Nature of Measurement Results and Monitoring Information

MBBM-Rail's measurement, analysis and monitoring solutions are intended for technical condition monitoring, analysis, documentation and decision support.

Measurement results, condition indicators, warnings, notifications, evaluations, recommendations and visualisations support the Customer in operations, maintenance, fleet management, infrastructure management and incident assessment.

Operational decisions, maintenance measures and vehicle, route or operational approvals shall remain the Customer's responsibility.

Measurement results and alarms must be evaluated in the relevant technical and operational context.

11. Data, Data Export and Data Retention

Where MBBM-Rail provides data storage, cloud, export or API functions, their scope shall be governed by the quotation, order confirmation, maintenance, licence and service agreement or other agreement.

The Customer shall be solely responsible for archiving, further processing and backing up exported data.

Data retention periods, deletion periods, export functions, interfaces and continuity services shall be agreed separately if they are to form part of the scope of services.

After expiry of agreed retention periods, MBBM-Rail shall be entitled to delete data unless statutory retention obligations or written agreements to the contrary apply.

MBBM-Rail shall be entitled to use technical operational, diagnostic, telemetry and measurement data in an anonymised or aggregated form for product improvement, quality assurance, research, development, benchmarking and improvement of analysis methods, provided that no conclusions can be drawn regarding the Customer, its specific vehicles, operating processes or persons. Statutory data access rights, in particular under the EU Data Act, shall remain unaffected.

12. Data Protection and IT Security

Where MBBM-Rail processes personal data on behalf of the Customer, the parties shall enter into a separate data processing agreement where required by law.

The Customer shall be responsible for ensuring that use of the measurement, analysis and monitoring solution within its sphere of responsibility is permissible under data protection law.

This applies in particular to image data, audio data, vehicle identification data, user accounts, access logs and other data that may relate to an identified or identifiable person.

MBBM-Rail shall take appropriate technical and organisational measures to protect the systems it operates.

The Customer shall protect its own systems, access credentials, API keys, end devices, user accounts and exported data against unauthorised access.

13. Limitation Periods

The limitation period for the Customer's claims arising from defects in delivered products shall be governed by Section 2.5.

Other contractual claims shall become time-barred within the statutory limitation periods unless otherwise validly agreed.

Mandatory statutory limitation periods shall remain unaffected.

14. Applicable Law and Place of Jurisdiction

The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

To the extent permitted by law, the courts of Munich shall have jurisdiction over all disputes arising out of or in connection with the contract.

MBBM-Rail shall also be entitled to bring

proceedings against the Customer before the courts having general jurisdiction over the Customer.

15. Final Provisions

Any ancillary agreements, amendments and supplements to the contract must comply with the written-form requirement under German law unless a stricter form is prescribed by law. This shall also apply to any amendment of this written-form requirement.

Should any provision of these Terms and Conditions or of a contract be or become wholly or partially invalid, unenforceable or incomplete, the validity of the remaining provisions shall remain unaffected.

The parties shall replace the invalid, unenforceable or incomplete provision with a valid provision that comes as close as possible to the economic purpose of the original provision.

The same shall apply to any gaps in these Terms and Conditions or the contract.

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