

TERMS AND CONDITIONS

1. General information

1.1 These Terms of Delivery apply to all present as well as future transactions concluded, even if they are not agreed separately and provided that they are not explicitly modified or excluded in the contract. Any previous, possibly differing terms of STACO Deutschland GmbH (Supplier) shall hereby be replaced by these Terms of Delivery. The Terms of Delivery apply to contracts for the sale and/or the delivery and installation of movable objects, regardless of whether the Supplier manufactures the product itself or buys it from subcontractors (Sec. 433, Sec. 650 BGB [German Civil Code]).

1.2 These Terms of Delivery apply exclusively. Deviating, contrary or supplementing general terms and conditions of the Buyer shall become part of the contract only if and insofar as the Supplier has expressly agreed to their applicability. This requirement of agreement shall apply in all cases, for example, also if the Supplier performs the delivery to the Buyer unconditionally in awareness of the Buyer's GTC.

1.3 Individual agreements made in the specific case with the Buyer (including side agreements, additions and changes) shall always take precedence over these Terms of Delivery. Subject to proof of the contrary, a written contract or the written confirmation of the Supplier shall be decisive for the content of such agreements.

1.4 Declarations and notifications of the Buyer that are relevant in legal terms, and which relate to the contract (for example, setting of deadlines, notice of defects, withdrawal or reduction) shall be submitted in writing, i.e. in the written or text form (e.g., letter, email, or fax). Statutory regulations on form and further verifications, in particular in cases of doubt as to the legitimation of the party giving the declarations shall remain unaffected.

1.5 References to the applicability of statutory regulations shall have only clarifying meaning. Therefore, the statutory regulations shall apply even without such a clarification, unless they are directly modified or expressly excluded in these Terms of Delivery.

1.6 The Buyer and user of quality-assured gratings pursuant to RAL-GZ 638 undertakes to grant access to the places of installation at all times and to permit the testing of the quality by

a neutral testing institute, which is assigned with the quality testing by the Gütegemeinschaft Gitterroste e.V. (Gratings Quality Assurance Association). The possible testing shall take place as part of the warranty assurance and be free of charge for the Buyer and user, respectively.

2. Quotation and conclusion of contract

2.1 All of the Supplier's quotations are subject to change and non-binding. This also applies if the Supplier has made catalogues, technical documentation (e.g. drawings, plans, computations, calculations, references to DIN standards), other product descriptions or documents available to the Buyer – also in electronic format – for which the Supplier reserves property and copyrights. Side agreements and changes require a written confirmation from the Supplier. This also applies with regard to a change of this clause on the written form.

2.2 The order of the product by the Buyer shall be a binding quotation to conclude a contract. Unless the stated otherwise in the order, the Supplier shall have the right to accept this quotation to conclude the contract within four weeks after it has received the quotation.

2.3 The acceptance can be declared either in writing (e.g., by means of an order confirmation) or by delivery of the product to the Buyer.

2.4 Information from the Supplier about the object of the delivery or service (e.g. weights, dimensions, utility values, capacity, tolerances, and technical data) as well as its descriptions of the same (e.g. drawings and illustrations) shall be decisive only as approximate data, unless the usability for the contractually intended purpose requires a more exact match. They are no guaranteed properties and condition but descriptions or characterisations of the delivery or service. Deviations that are common in retail and deviations that occur due to legal regulations or technical improvements, and the replacement of components by equivalent parts shall be permissible, insofar as they do not compromise the usability for the contractually intended purpose.

2.5 The Supplier reserves the ownership of cost estimates, drawings and similar documents; such documents must not be made accessible by the Buyer to external third parties. If the order is not placed, these items shall be returned to the Supplier on request without delay,

complete with any copies made in the meantime by the Buyer.

2.6 Partial deliveries are permissible.

3. Delivery period and delay in delivery

3.1 The delivery period shall be agreed in each specific case and, respectively, be indicated by the Supplier on acceptance of the order.

3.2 If the Supplier cannot keep the binding delivery deadlines for reasons outside of its responsibility (unavailability of the service), it shall inform the Buyer of this immediately and simultaneously state the expected new delivery period. If the service is also not available within the new delivery period, the Supplier shall be entitled to fully or partly withdraw from the contract; the Supplier shall immediately refund any compensation already paid by the Buyer. Deemed a case of the unavailability of the service in this sense is in particular the belated supply to the Supplier itself by its subcontractors, if the Supplier has concluded a congruent covering transaction, or if neither the Supplier nor the subcontractor are at fault, or if the Supplier has no purchase obligation in the specific case.

3.3 The occurrence of delay in delivery is determined according to the legal regulations. However, a warning from the Buyer shall be required in any case. If the Supplier is delayed with the delivery, the Buyer can demand a lump-sum compensation for its default damage. The lump-sum damage compensation for each full calendar week of delay shall be 0.5% of the net price (delivery value), whereas in total at most 5% of the delivery value of the product delivered late. It shall remain at the Supplier's discretion to prove that no loss or only a much lower loss than the aforementioned lump sum has been incurred by the Buyer.

3.4 The rights of the Buyer under these Terms of Delivery and the statutory rights of the Supplier, in particular in the event of an exclusion of the performance obligation (for example, due to impossibility or unreasonableness of the performance and/or subsequent fulfilment) shall remain unaffected.

4. Delivery, transfer of risk, acceptance, delay of acceptance

4.1 The delivery shall be made ex-warehouse, which shall also be the place of performance for the delivery and any subsequent fulfilment, also in the case that “free delivery” is agreed. On request and at the cost of the Buyer, the products can be shipped to another place of destination (sale by delivery to a place other than the place of performance). Unless agreed otherwise, the Supplier shall be entitled to determine the type of shipment itself (in particular, transport companies, route of shipment, packaging).

4.2 The risk of accidental loss and accidental deterioration of the products shall transfer to the Buyer at the moment when they leave our operating site, also in case of a free delivery, whereas at the latest on the handover. In case of a sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the products, as well as the risk of delay shall already transfer on delivery of the products to the freight forwarder, the carrier or other person or entity assigned with the performance of the shipment. If an acceptance is agreed, it shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for works and services shall apply analogously to an agreed acceptance also in other respects. It is held equal to a handover or acceptance when the Buyer is delayed with the acceptance.

4.3 If the Buyer is in delay of acceptance, fails to act in cooperation, or if the delivery is delayed for other reasons at the Buyer’s fault, the Supplier shall be entitled to demand compensation for the loss incurred for this reason, including any additional expenses (e.g. warehouse costs). For this, the Supplier shall charge a lump-sum fee in the amount of 0.5% of the net purchase price per calendar week, max. 5% of the net purchase price and max. 10% of the net purchase price in the event of the final failure of the acceptance, starting from the delivery deadline or – in absence of a delivery deadline – from notification of the readiness for the shipment of the products.

Proof of a higher loss and the statutory claims of the Supplier (in particular, refund for additional expenses, appropriate compensation, termination) shall remain unaffected; however, the lump sum shall be deducted from further claims to money. The Buyer’s shall be permitted to prove that no loss at all or only a much lower loss than the aforementioned lump sum has been incurred by the Supplier.

4.4 If the Supplier is additionally contracted for assembly, the acceptance shall take place without delay on its request – also in case of partial acceptance – at the Buyer’s cost. If an acceptance does not take place, for reasons not at the Supplier’s fault, within 12 workdays after receipt of the notice of completion the Supplier’s work shall be deemed accepted at the end of the 12th workday if the Supplier informs the Buyer of this consequence when it issues the notice of completion. If the Buyer has not started using the Supplier’s work or a part of the work, the acceptance shall be deemed given as of the date of initial use. Any defects notified by the Buyer shall grant a right to refuse the acceptance only if these defects significantly interfere with the usability of the work.

5. Prices and terms of payment

5.1 Prices apply ex-factory and including packaging if any, unless stated separately, plus the statutory value added tax. The packaging shall be taken back by the Supplier in accordance with the provisions of the VerpackV [Packaging Ordinance], on the condition that the Buyer makes the packaging used by the Supplier to pack the products available free of charge to the Supplier for acceptance in the manufacturer factory.

5.2 In case of a sale by delivery to a place other than the place of performance, the Buyer shall bear the transport costs ex-warehouse and the costs of any transport insurance possibly requested by the Buyer. Any customs duties, fees, taxes and other public levies shall be borne by the Buyer.

5.3 The purchase price shall be due immediately and payable from the date of invoicing and delivery or acceptance of the products. The Supplier, however, shall be entitled at any time to fully or partly perform a delivery only against prepayment, also within the scope of a current business relationship. The Supplier shall declare a corresponding reservation at the latest on the order confirmation.

5.4 The Buyer will be in default on expiration of 30 days from the date of invoicing and delivery, without this requiring a dunning from the Supplier. The purchase price shall bear interest at the respectively applicable statutory default interest rate for the period of default. The Supplier reserves claiming further default damage. The Supplier’s claim to the commercial interest as of the due date (Sec. 353 HGB [German Commercial Code]) shall remain unaffected.

5.5 The Buyer shall be entitled to rights of set-off or withholding only to the extent that its claim has been found valid by final and absolute judgment or to the extent that it is uncontested. In the event of defects of the delivery, the Buyer's rights shall remain unaffected.

5.6 If it becomes apparent after the conclusion of the contract (for example, based on an application being filed for the opening of insolvency proceedings) that the Supplier's claim to the purchase price is at risk due to the Buyer's absent ability to pay, the Supplier shall be entitled to withdraw from the contract pursuant to the legal regulations of the right to refuse performance and, if applicable, after setting a grace period (Sec. 321 BGB). In case of contracts on the manufacturing of non-fungible objects (custom-made items), the Supplier can declare withdrawal immediately; the legal regulations on the expendability of setting a grace period remain unaffected.


5.7 If, after the quotation is submitted, increases of the material prices, wages/salaries, or taxes or levies occur, the Supplier shall have the right to adjust its prices accordingly, if a period of at least 4 months is in between the signing of the contract and the delivery date. If the Buyer is a legal entity of public law, a public-law investment fund or a merchant, for whom the contract falls within the exercise of its trade, the Supplier shall have a right to a corresponding price adjustment, also inside of the 4-month period. The quotation price does not include additional costs that arise through the fulfilment of subsequent and unanticipated regulatory conditions and requirements.

Expenses that are incurred due to changes to the scope of delivery on the Buyer's request after our order is confirmed shall be invoiced separately, besides the quotation price.

5.8 Payment orders, cheques or bills of exchange shall be accepted only on separate agreement and only as payment, but not in lieu of payment. The costs for discounting and collection shall be borne by the Buyer.

6. Reservation of title

6.1 The delivered products shall remain the property of the Supplier until satisfaction of all claims and receivables regardless of their legal reason. In the case of a continuous customer




relationship, the property subject to the reservation of title shall also serve as security for the Supplier's claim to the current balance.

6.2 The products subject to the reservation of title may neither be pledged nor transferred by way of security to third parties before the complete payment of the secured claims. The Buyer shall inform the Supplier in writing without delay if it has been filed for the opening of insolvency proceedings or third parties take control over the products in the Supplier's ownership (for example, by means of attachments). The Buyer is obligated to send the Supplier copies of writs of seizure and bailiff's returns. It shall moreover take all reasonable actions to avert the execution of the enforcement.

6.3 In the event of any actions by the Buyer contrary to the contract, in particular in case of non-payment of the due purchase price, the Supplier shall have the right to withdraw from the contract pursuant to the legal regulations and/or demand the surrender of the products on the basis of the reservation of title. The demand for surrender does not simultaneously include the declaration of withdrawal; the Supplier is rather entitled to merely demand the surrender of the products and reserve withdrawal. If the Buyer does not pay the due purchase price, the Supplier may claim these rights only if it has previously set an appropriate deadline for payment without success or if such setting of a deadline can be omitted in accordance with the legal regulations.

6.4 The Buyer has a right to resell the delivered products that are subject to the reservation of title in the course of ordinary business. In the course of a resale of the products subject to the reservation of title, the Buyer shall be obligated to secure the Supplier's rights under its reservation of title. All claims of the Buyer arising from the resale of the products subject to the reservation of title are assigned to the Supplier on this day already up to the amount of 110% of the Supplier's receivables from the Buyer, notably for the payment of all of the Supplier's receivables. The Supplier hereby accepts the assignment. If the Buyer includes the claim in its entitlement from a resale of the products subject to the reservation of title in an on-account relationship with its Buyer, it hereby assigns to the Supplier the on-account receivables from its customer likewise for the amount of up to 110% of the Supplier's receivables from its customer. The Supplier accepts this assignment as well. After netting, the balance that is deemed assigned up to the amount that accounted for the original on-account receivables in the assigned amount shall replace the on-account receivables.



6.5 The reservation of title shall also cover products created from the processing, mixing or combination with the delivered products, in their full value and of which the Supplier shall be deemed the manufacturer. If the property right of third parties remains intact in the event of processing, mixing or combination with the products of these third parties, the Supplier shall acquire a co-ownership in the same proportion as the invoiced values of the processed, mixed or combined products. For the rest, the same shall apply to the created product as to the products delivered under the reservation of title. If collateral rights of other suppliers also exist in the combined work, the co-ownership shall be limited to the proportionate share of the other supplier. In the case that the products subject to the reservation of title are installed in a building, the provisions of the foregoing paragraphs on the assignment of claims arising from the work/contract for work and services of the Buyer with its client shall apply analogously. The processing operations, reworking or installation of products delivered subject to the reservation of title shall be implemented by the Buyer free of charge for the Supplier.


6.6 The Buyer is obligated to obtain insurance cover for the object of delivery for fire, water damage and theft for as long as the reservation of title applies.

6.7 The Buyer shall remain authorised to collect the receivables besides the Supplier. The Supplier undertakes not to collect the receivables for as long as the Buyer fulfils its payment obligations in relation to the Supplier, there is no impairment to its ability to pay, and the Supplier does not claim the reservation of title by exercise of a right according to this Section. If this is the case, however, the Supplier can demand that the Buyer discloses the assigned receivables and their debtors to the Supplier, and that it provides all information required for collection, surrenders the related documents and informs the debtors (third parties) of the assignment. Furthermore, the Supplier shall be entitled in this case to revoke the Buyer's authorisation for further sale and processing of the products subject to the reservation of title.

6.8 If the realisable value of the securities exceeds the Supplier's claims by more than 10%, the Supplier shall release securities at the Supplier's choice on the Buyer's request.

7. Warranty for defects

7.1 Unless determined otherwise hereinbelow, the legal regulations apply to the rights of the Buyer in case of property defects and defects of title (including incorrect or short delivery, and



inappropriate assembly or defective assembly instructions). The special legal regulations shall remain unaffected in all cases, on final delivery of the unprocessed products to a consumer, even if the customer has processed them further (supplier recourse according to Sec. 478 BGB). Claims arising from supplier recourse are excluded if the defective product has been processed further by the Buyer or another entrepreneur, for example, by installation into a new product.

7.2 The basis of the warranty for defects is foremost the agreements made on the properties and condition of the product. All product descriptions and manufacturer specifications that are part of the individual contract or that are made public by the Supplier (in particular, in catalogues or on the website) at the time of the contract signing shall be deemed agreements on the properties and condition of the product.

7.3 Insofar as nothing has been agreed for the properties and condition, it shall be evaluated pursuant to the legal regulations whether or not a defect is given (Sec. 434 (1) sent. 2 and sent. 3 BGB). The Supplier does not accept any liability for the public statements of the manufacturer or other third parties (for example, advertising statements) that the Buyer has not pointed out to the Supplier as having been decisive for the purchase.

7.4 The Buyer's warranty rights require that it has fulfilled its statutory duties of inspection and notification of defects (Sec. 377, Sec. 381 HGB). For building materials and other products intended for installation or other further processing, an inspection shall be carried out directly before the processing in all cases. If a defect becomes apparent in the delivery, the inspection or at a later point in time, the Supplier shall be informed thereof in writing without delay. Obvious defects shall be notified in any case within 5 workdays from delivery and defects not detectable in the inspection shall be notified in writing within the same period from discovery. If the Buyer fails to carry out the proper inspection and/or give the notice of defects, the Supplier's liability for the defect not notified or not notified on time or not notified in the correct manner shall be excluded pursuant to the legal regulations. The products shall be inspected on handover, directly on delivery at the agreed place of fulfilment, for piece numbers, weights and packaging, and any objections in this regard shall be documented on the delivery slip or bill of lading or the receipt of delivery/issue transfer note. Objections relating to the piece numbers, weights and packaging of the products shall be excluded if the aforementioned required note is missing from the delivery slip or bill of lading or receipt of delivery.

7.5 If the delivered object is defective, the Supplier can initially choose if it fulfils its performance by repair of the defect (reworking) or delivery of an object without defects after fulfilment (replacement delivery). The right to refuse performance on the legal conditions remains unaffected.

7.6 The Supplier is entitled to make the owed subsequent fulfilment contingent on the Buyer's payment of the due purchase price. The Buyer shall be entitled, however, to withhold an appropriate part of the purchase price in proportion to the defect.

7.7 The Buyer shall grant the Supplier sufficient time and opportunity to perform the owed subsequent fulfilment, in particular had over the complained products for testing purposes. In the event of a replacement delivery, the Buyer shall return the defective object in accordance with the legal regulations. The subsequent fulfilment includes neither the deinstallation of the defective object nor the renewed installation, unless the Supplier was obligated originally to install it.

7.8 The expenses required for the purpose of inspection and subsequent fulfilment, in particular transport, travel, work and material costs and, if applicable, deinstallation and installation costs shall be borne or refunded by the Supplier in accordance with the statutory provision if a defect is in fact present. Otherwise, the Supplier can demand compensation for the costs arising from the unjustified request for the correction of defects (in particular the costs for inspection and transport), unless the missing defectiveness was undetectable to the Buyer.

7.9 In urgent cases, for example, if there is a risk to operating safety, or so as to avert disproportionate damages, the Buyer shall have the right to correct the defect on its own and demand compensation from the Supplier for the expenses objectively required for this purpose. The Supplier shall be informed of such self-remedy of defects without delay and in advance wherever possible. The right of self-remedy shall not apply if the Supplier was entitled to refuse a corresponding subsequent fulfilment pursuant to the legal regulations.

7.10 The Supplier shall have up to three attempts to remedy the defect. If the subsequent fulfilment fails or if an appropriate period set by the Buyer for the subsequent fulfilment has passed idly or if such can be omitted pursuant to the legal regulations, the Buyer may withdraw

from the purchase agreement or reduce the purchase price. However, no right of withdrawal shall apply in the event of a minor defect.

7.11 Claims of the Buyer for damage compensation or the refund of useless expenses, also in case of defects, shall apply exclusively in accordance with Section 8 of these Terms of Delivery, and be excluded for the rest.

7.12 The limitation period for warranty claims shall be 12 months, also for replacement deliveries and reworking. This shall not apply, insofar as the law mandates longer periods. Warranty claims for property damages of used items shall lapse by limitation after 6 months already, except in cases of a sale of consumer goods in the definition of the law. The limitation period for warranty claims shall begin for the delivered part on the transfer of risk and for an assembly service on the acceptance given or deemed given.

7.13 No warranty shall apply to damages on delivered parts – and their consequences – which are subject to premature wear and tear due to their material characteristics or the type of their use, or which arise due to incorrect or improper treatment, excessive use, unsuitable purpose of use, unsuitable working materials, defective maintenance.

8. Liability

8.1 Unless stated otherwise in these Terms of Delivery including the following provisions, the Supplier shall be liable for a breach of contractual and non-contractual duties pursuant to the legal regulations.

8.2 The Supplier shall be liable for damage compensation – regardless of the legal reason – within the scope of the liability for fault in cases of intent and gross negligence. Subject to legal liability limitations (for example, care applied to own matters, minor breach of duty), the Supplier shall be liable for simple negligence, only

- a) for damages resulting from the injury to life, body or health;
- b) for damages arising from the breach of an essential contractual duty (duty the fulfilment of which enables the correct performance of the contract in the first place and the fulfilment of which the contractual partner regularly relies and may regularly rely

upon); in this case, the Supplier's liability, however, shall be limited to the predictable, typically occurring damage.

8.3 Liability is limited to the direct damage on the object of delivery. This also applies to tort claims.

8.4 The liability limitations resulting from 8.2 shall also apply in cases of breaches of duty by or in favour of persons for whose fault we are accountable pursuant to legal regulations. This shall not apply, insofar as we have fraudulently concealed a defect or given assurance for the product's properties and conditions, nor to claims of the Buyer pursuant to the Product Liability Act.


8.5 Insofar as the Supplier provides technical information or provides advice, and this information or advice is not included in the scope of service owed by it as agreed under the contract, this shall be done free of charge and to the exclusion of any liability.

8.6 The Buyer may withdraw from or terminate the contract on grounds of a breach of duty only if the Supplier is responsible for the breach of duty. A discretionary right of the Buyer to terminate the contract (in particular, pursuant to Sec. 650, Sec. 648 BGB) is excluded. For the rest, the statutory requirements and legal consequences apply.

9. Limitation

9.1 In deviation from Sec. 438 (1) no. 3 BGB, the general limitation period of one year from delivery shall apply to claims arising from property defects and defects of title. If an acceptance is agreed, the limitation period shall begin on the handover.

9.2 If, however, the product is a building or an object, which has been used for a building according to its customary manner of use and which has caused the defectiveness of the building or similar object (building material), the limitation period shall be 5 years from delivery in accordance with the legal regulation (Sec. 438 (1) no. 2 BGB). The further special legal regulations on limitation shall also remain unaffected (in particular Sec. 138 (1) no. 1, (1), (3), Sec. 444, Sec. 445b BGB).



9.3 The aforementioned limitation periods under the law governing contracts on the sale of goods shall also apply to contractual and non-contractual damage compensation claims of the Buyer, which are based on a defect of the product, unless the application of the regular statutory limitation period (Sec. 195, Sec. 199 BGB) would lead to a shorter limitation period in the individual case. However, damage compensation claims of the Buyer according to Sec. 8 (2) sent. 1 and sent. 2 (a) and pursuant to the Product Liability Act shall lapse by limitation exclusively according to the statutory limitation periods.

10. Place of fulfilment/ place of jurisdiction

10.1 The place of fulfilment for both parties shall be the place of the Supplier's registered office, and for the Buyer's payment obligation, it shall be the place of the Supplier's central administration.

10.2 If the Buyer is a general merchant in the definition of the German Commercial Code, a legal entity of public law or a public-law investment fund, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the place of the Supplier's registered office in Mönchengladbach. The same applies if the Buyer is a general merchant in the definition of Sec. 14 BGB. However, the Supplier shall also be entitled in all cases to file suit in the place of fulfilment of the delivery obligation according to these Terms of Delivery, or an individual agreement taking precedence, or in the court of the Buyer's general place of jurisdiction. Any legal regulations taking precedence, in particular regarding exclusive jurisdiction shall remain unaffected.

11. Applicable law

These Terms of Delivery and the contractual relationship between the Buyer and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

12. Rights protection and copyrights

12.1 The Buyer shall inform the Supplier without delay if it receives notice that a product delivered by the Supplier breaches industrial property rights or copyrights. The Supplier is

exclusively entitled and obligated to defend the Buyer against claims brought by the owner of such rights and to settle these claims at its own costs, insofar as they are based on the direct breach caused by a product delivered by the Supplier.

12.2 In the event that the object of delivery breaches an industrial property right or copyright of a third party, the Supplier shall modify or replace the object of delivery at its choice and cost, in such a way that no rights of third parties are breached anymore meanwhile the object of delivery continues to fulfil the contractually agreed functions or it shall obtain a right of use for the Buyer by concluding a license agreement with the third party. If the Supplier does not succeed to do so within an appropriate period, the Buyer shall have the right to withdraw from the contract or reduce the purchase price appropriately. Any damage compensation claims of the Buyer shall be subject to the limitations of Sec. 8 of these Terms of Delivery.

12.3 In the event of rights infringements by the products of other manufacturers that were delivered by the Supplier, the Supplier shall, at its own choice, bring its claims against the manufacturer and upstream suppliers for the account of the Buyer or assign them to the Buyer. Claims against the Supplier shall be established against the Supplier in these cases in accordance with this Sec. 12 only if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or if they have no chances of success, e.g. because of insolvency.

12.4 Inversely, the Buyer shall defend the Supplier against or indemnify it from all claims of the owner of such rights, which are brought against the Supplier because it has followed the Buyer's instructions or the Buyer has modified the product.

13. Severability clause

If the contract or these Terms of Delivery make omissions in provisions, the legally valid provisions shall be deemed agreed in amendment of these omissions, which the parties would have agreed according to the economic objectives of the contract and the purpose of these Terms of Delivery if they had been aware of the omission in provisions.