

General sale, delivery, service and payment terms and conditions (referred to as “AGB”) of HANZA BMK Group GmbH, HANZA BMK professional electronics GmbH, HANZA BMK electronic services GmbH (referred to as “HANZA BMK”)

As of: 09/2026

1. Application

1.1 All business transactions which relate to the manufacturing, sale and delivery of goods, the repair or service of devices or software or other services of HANZA BMK with our customers shall be based on these AGB. We conclude contracts exclusively with entrepreneurs (§ 14 BGB) legal entities under public law and special funds under public law in the exercise of their commercial activity, but not with consumers.

1.2 Contractual conditions of the customer which are contrary, are supplementary or differ from this AGB shall be not accepted. This shall also apply if HANZA BMK carries out the business transaction without reservation in the knowledge of opposing or deviating business terms of the customer.

1.3 Regulations which differ from these AGB shall apply only in exceptional cases when explicitly confirmed in writing by HANZA BMK.

1.4 Within the scope of an ongoing business relationship, these AGB shall also be valid after the first effective inclusion even if we do not explicitly refer to them in subsequent transactions.

2. Offers and Conclusion of Contract

2.1 Offers of HANZA BMK shall principally be subject to confirmation, unless otherwise specified in the respective offer. HANZA BMK shall reserve the right to correct possible calculation or printing errors.

2.2 With the order, the customer gives a binding declaration that the respective order will be placed. Contracts with HANZA BMK shall only become legally binding after a written declaration of acceptance by HANZA BMK and/or when HANZA BMK starts to process the order. The same shall apply for order changes and additions to the order.

2.3 Subsequent changes to the object of the contract as well as any ambiguities concerning the performances of HANZA BMK (for example ambiguities in the functional specifications document, etc.) shall mean financial expense for the customer. If incremental costs result from such changes or ambiguities, these shall be indicated by HANZA BMK and be paid separately by the customer, unless expressly agreed otherwise. If no agreement on changes or ambiguities is reached, HANZA BMK shall be entitled to cancel the order. In this event, the customer shall pay for the services/deliveries already supplied by HANZA BMK in full. Grounds allowing for a compensation claim to made against HANZA BMK shall be excluded in this case.

2.4 If HANZA BMK render development services, only the content of the order,

order confirmation, the product description and the requirements specification and functional specifications document (documentation) shall be binding. For the quality of the development service rendered by HANZA BMK, the respective product description in the documentation shall be binding. HANZA BMK shall not owe any quality going beyond this. Guaranties shall explicitly not be made on the strength of the product description. A guaranty shall be subject to an explicit confirmation in writing by HANZA BMK.

2.5 The parties are aware that the object of the contract may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the object of the contract may be subject to restrictions abroad. The customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The performance of the contract by HANZA BMK is subject to the proviso that there are no opposing obstacles due to national and international regulations of the export and import law as well as other legal regulations.

2.6 If the customer is based in a third country that is not a partner country in accordance with Annex VIII of Council Regulation (EU) No. 833/2014 or Annex Vba of Council Regulation (EU) No 765/2006, the following is agreed.

(1) The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation or to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EU) No 765/2006.

(2) The customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and HANZA BMK shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement as well as the supply relationship.

(5) The customer shall immediately inform HANZA BMK about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The customer shall make available to HANZA BMK information concerning compliance with the obligations under paragraph (1),

(2) and (3) within two weeks of the simple request of such information.

3. Order documents and plans

3.1 HANZA BMK shall reserve the rights relating to its offer documentation as well as to the documents submitted within the scope of the contractual relationship.

3.2 The customer shall acknowledge the rights of HANZA BMK and shall not copy the documents either in full or in part, shall not make them available to any third party or shall not use them for any other purpose other than for that for which they were forwarded without the prior written permission of HANZA BMK.

3.3 The customer guarantees that any kind of specification transmitted to HANZA BMK does not violate any copyrights, trademark rights, patents, design rights, personal rights or other protectable rights of third parties (hereinafter "property rights of third parties") and does not violate any applicable prohibition standards. The customer must inform HANZA BMK immediately if the infringement of property rights of third parties is notified to him or if claims are envisaged or raised against him. The customer shall indemnify HANZA BMK upon first request against all claims of third parties resulting from an infringement or alleged infringement of its obligations and undertakes to compensate HANZA BMK for any damage (including legal costs, attorney's fees and court costs) incurred by

HANZA BMK due to the infringement or alleged infringement of these obligations.

4. Delivery and passing of risk

4.1 Periods and dates (such as delivery periods and delivery dates) stated by HANZA BMK shall not be binding, unless they have been confirmed in writing and explicitly indicated as being the fixed date. Partial deliveries and/or partial services of HANZA BMK shall be permissible. Excess or short deliveries up to 5% of the order quantity shall also be permissible. The agreed prices shall be adjusted accordingly. If the service provided by HANZA BMK to the customer is dependent on the delivery of HANZA BMK by third parties, HANZA BMK shall be entitled to withdraw from the contract in the event of a non-delivery for which it is not responsible and/or if a delivery by its suppliers is not correct or does not arrive on time.

4.2 Delivery and shipping of objects shall be made on the account and at the risk of the customer. The risks shall be passed on to the customer, as soon as the goods leave the warehouse of HANZA BMK. Within the scope of the obligations arising from the German Packaging Act (VerpackG), packaging can be returned to HANZA BMK free of charge.

4.3 HANZA BMK is not liable for the impossibility of delivery or for delivery delays, insofar as these are caused by force majeure or other events that were not foreseeable at the time of the conclusion of the

contract (e.g. operational disturbances of all kinds, difficulties in the procurement of materials or energy, epidemics, pandemics, transport delays, strikes, legal lockouts, lack of workers, energy or raw materials, difficulties in the procurement of necessary official permits, official measures or the missing, incorrect or untimely delivery by suppliers), for which HANZA BMK is not responsible. The delivery or service periods are extended or postponed by the period of the hindrance plus an appropriate start-up period.

5. Payment, prices, due date and payment conditions

5.1 All prices shall be principally calculated ex the HANZA BMK warehouse plus the legal value added tax applicable at the point in time of the delivery. Any costs for packaging, insurance, cargo as well as other additional costs shall be borne by the customer. Price quotations given by HANZA BMK shall be open, provided that these have not been explicitly confirmed as fixed prices by HANZA BMK.

5.2 Invoices shall be due immediately and are to be paid within 14 days of receipt by the customer. If an acceptance is necessary, this shall be carried out by the customer immediately. If no explicit acceptance is carried out by the customer within 10 days after the delivery, the acceptance shall be irrevocably deemed to have been carried out. If the customer is in default of its payments to HANZA BMK or

to an affiliated company of HANZA BMK or HANZA BMK has reasonable doubts regarding the willingness to pay or the ability to pay on the part of the customer, all outstanding invoices shall become due immediately. HANZA BMK shall be entitled to demand cash in advance for further services and/or shall perform deliveries on a cash-on-delivery basis.

5.3 HANZA BMK is entitled to adjust the prices for products not yet delivered if

1. the procurement prices for the raw materials required to manufacture the products increase,
2. the USD/EUR exchange rate on which the quoted price is based changes, or
3. production, energy, labor, logistics, or other manufacturing costs change; An adjustment pursuant to item 3 may be made at least once per contract year.

HANZA BMK reserves the right to recalculate and correct prices, and, if necessary, to adjust setup costs upon receipt of deviating production documents, in the event of technical changes, or in the event of deviating order quantities.

5.4 The customer shall pay in euro cashless by bank transfer to the bank account indicated by HANZA BMK without deduction of discounts, expenses, taxes and charges of any kind. Bank charges in particular shall be borne by the customer.

5.5 If the customer is not obliged to pay in advance according to the above-

mentioned conditions, HANZA BMK shall have the right to demand from the customer an advance payment of an amount of its own discretion of up to 50 % of the order value, provided that the order value exceeds net EUR 25,000. In this respect, the customer shall be obliged to pay in advance. The instalment payment shall be due within 14 days upon receipt of the respective invoice issued by HANZA BMK.

4. Prohibition of set-off and assignment; subcontractors

- a. The customer shall be only entitled to set-off to the extent that undisputed or legally binding claims of the customer exist.
- b. The assignment of rights on the part of the customer arising from the contractual relationships with HANZA BMK shall only become effective with the prior consent of HANZA BMK. This does not apply when section 354 a of the German Commercial Code (*HGB*) is applicable.
- c. HANZA BMK shall be entitled to fulfil its contractual obligations to use third parties (subcontractors).

5. Retention of title

7.1 The delivered goods (reserved goods) shall remain property of HANZA BMK until any and all of HANZA BMK's current and future claims against the customer are satisfied, including any current account balance claims. Should the customer be in violation of the agreement - particularly in case of payment delays - HANZA BMK shall reserve the right to reclaim the reserved goods after having given due notice. The customer shall bear the costs of transportation for the reclaimed goods. Provided HANZA BMK reclaims the reserved goods, this shall constitute HANZA BMK's withdrawal from the agreement. Should HANZA BMK seize the reserved goods, this shall also constitute a withdrawal from the agreement. HANZA BMK shall reserve the right to realize any reclaimed reserved goods. The proceeds from the realization shall be offset with the amounts owed by the customer after having deducted an appropriate amount for the realization costs.

7.2 The customer shall handle the reserved goods with care. The customer shall insure them sufficiently at the original value for its own account against damage from fire, water and theft. Should any maintenance and inspection work be necessary, the customer shall perform such work in due time.

7.3 The customer may utilize the reserved goods and resell them in the proper course of business, provided the customer is not in arrears with payment. The customer may, however, not pledge the reserved goods or assign them by way of security. As a

precaution, the customer shall assign to HANZA BMK in full any payment claims of the customer against its buyers acquiring the goods in the course of a resale, which may arise for any given legal reason against their buyers or any third parties (particularly claims from unlawful acts and claims from insurance benefits), including any current account balance claims. HANZA BMK hereby accepts this assignment.

The customer may collect the claims assigned to HANZA BMK for HANZA BMK on its own account and in its own name, provided HANZA BMK does not recall this authorization. HANZA BMK's right to collect these claims by itself shall remain unaffected by this; HANZA BMK shall, however, not assert these claims by itself and not recall the direct debit authorization as long as the customer duly meets its payment obligations.

Should the customer, however, be in breach of the agreement – particularly in case of payment delays – HANZA BMK may prompt the customer to disclose the assigned claims as well as the relevant debtors, disclose the assignment to the relevant debtors and hand over any documentation as well as supply any information HANZA BMK may require to assert its claims.

7.4 Any processing or modification of the reserved goods by the customer shall always be performed for HANZA BMK. Should the reserved goods be processed

using other items not in HANZA BMK's possession, HANZA BMK shall acquire co-ownership of the new item at the ratio of the value of the reserved goods (final invoice amount including VAT) to the other items processed at the time of processing. Furthermore, the provisions applying to the reserved goods shall apply to the new item produced by the processing.

Should the reserved goods be inextricably linked to or mixed with the other items that do not belong to HANZA BMK, HANZA BMK shall acquire co-ownership of the new item at the ratio of the value of the reserved goods (final invoice amount including VAT) to the other items processed at the time of linking or mixing. Should the reserved goods be linked or mixed in such a way that the customer's item is regarded as the main item, the customer and HANZA BMK now agree that the customer shall transfer pro rata co-ownership of the item in question. HANZA BMK hereby accepts this transfer.

The customer shall preserve the ensuing sole ownership or co-ownership of an item on HANZA BMK's behalf.

7.5 Should any third parties seize the reserved goods or intervene in any other way, the customer shall indicate HANZA BMK's ownership and shall notify HANZA BMK immediately in writing so that HANZA BMK can enforce its property rights. Should the third party be unwilling to reimburse the legal or extrajudicial expenses arising in this

connection to HANZA BMK, the customer shall be held liable in this case.

7.6 Should the customer make such a request, HANZA BMK shall be obliged to release the securities HANZA BMK is entitled to insofar as their realizable value exceeds the value of HANZA BMK's outstanding claims against the customer by 10%. HANZA BMK shall, however, be entitled to choose the securities to be released.

6. Liability for defects (Mängelhaftung)

8.1 If the preparation of a service is agreed between HANZA BMK and the customer, thus the legislation concerning works and services is applicable the following shall apply:

HANZA BMK shall warrant that the goods delivered are free of manufacturing defects during normal use and the use according to the contract. However, if a defect which is justified occurs, HANZA BMK shall be entitled to itself decide whether to carry out a rework of the faulty object or provide a replacement delivery. If the supplementary performance finally fails, the customer can withdraw from the contract or reduce the payment pursuant to section 634 no. 3 of the German Civil Code (BGB) and demand compensation pursuant to section 634 no. 4 of the *BGB*. Claims on the part of the customer for reimbursement of incurred expenses shall be excluded pursuant to section 634 no. 2 of the *BGB* (self-remedy).

Number 9 applies with respect to compensation claims.

8.2 The customer shall inform HANZA BMK in writing about obvious defects immediately, at the latest, however, within 5 business days upon receipt of the delivery. Other defects that cannot be detected within this period despite careful examination shall be made known to HANZA BMK immediately upon their detection in writing. In the case of a mutual commercial transaction, section 377, 378 of the *HGB* shall apply.

8.3 If Service Agreement Law is applicable for the services supplied by HANZA BMK, the following shall apply:

If the services supplied by HANZA BMK are deficient, HANZA BMK shall first be entitled and obligated to carry out a rework. If a rework finally fails, the customer shall be entitled to compensation in accordance with number 9.

8.4 Damage occurring as a consequence of usual wear and tear, deficient maintenance (provided that HANZA BMK has not taken over responsibility for the maintenance according to the contract), violations of regulations, excessive use, deficient construction and assembly work of third parties, incorrect operation and other causes for which HANZA BMK is not responsible shall be excluded from the warranty.

8.5 The warranty shall expire if the customer or third parties changes or repairs the services of HANZA BMK without the prior

written consent of HANZA BMK, unless the customer can prove that the defect has not resulted from this.

8.6 Claims on the part of the customer relating to material defects and defects of title shall expire at the end of the 12 month period following the transfer of risk respectively acceptance of the service/work. This period shall not apply to claims for damages of the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by HANZA BMK or its vicarious agents, which shall expire in each case in accordance with the statutory provisions.

9. Liability

9.1 HANZA BMK's liability shall be unlimited in the case of intent and gross negligence as well as for injury to life, body and health.

9.2 In the event of a slightly negligent violation of essential contractual obligations, HANZA BMK's liability shall be limited to foreseeable damage and damage typical for the contract.

9.3. Moreover, any other liability on the part HANZA BMK shall be excluded. In particular, HANZA BMK shall be not obliged to check whether a product or software manufactured or developed as a result of a customer order violates patent rights or copyrights of third parties, or if it is free from rights of third parties, unless otherwise agreed in a particular individual case. In this context, comprehensive research can be

optionally agreed with HANZA BMK at an extra cost.

9.4 The unlimited liability according to the Product Liability Act shall remain unaffected.

9.5 The personal liability of legal representatives and agents shall be limited similar to the own liability of HANZA BMK according to the above provisions.

9.6 If HANZA BMK produces medical products for the customer within the scope of a manufacturing order, HANZA BMK shall be neither producer nor distributor of the finished product, unless the contracting parties shall explicitly agree something otherwise in writing. Accordingly, no further obligations on the part of HANZA BMK concerning the production of the product to be produced and to be delivered shall also exist, in particular not pursuant to the Medical Product Act, as long as this does not stipulate mandatory prerequisites for liability or obligations on the part of HANZA BMK. If the customer intends to transfer duties for which he is responsible according to the Medical Product Act to HANZA BMK, a written, detailed and clearly formulated prior mutual statement and/or demarcation of mutual responsibilities shall definitely be required. The customer's system end test as the distributor of the product shall be construed in accordance with the requirements of the purpose of use and shall be able to safely identify potential non-conformities. The respective responsibility shall lie solely with the customer as the distributor of the

product. A liability on the part of HANZA BMK shall be excluded.

10. Insurance exclusive clause

It is expressively pointed out that HANZA BMK products are not suitable and intended for the use in the following areas:

- a. Aircraft and spacecraft
- b. Off-shore plants
- c. Nuclear facilities
- d. Medical technology, in the case of life-preserving activities.

To this extent the liability on the part of HANZA BMK with respect to the customer is completely excluded, unless a corresponding use is agreed explicitly and in writing, as well as the HANZA BMK's liability with respect to any third parties and any insurance coverage for the use of the products shall be clarified between the contracting parties.

11. Business secrets

HANZA BMK shall ensure that all of the customer's business secrets as well as any information designated as confidential by the principal shall be treated with the strictest confidentiality. In return, the customer gives its commitment to treat all information about the methods and procedures of HANZA BMK as business secrets requiring absolute confidentiality.

12. Scope of service for the maintenance and/or repair of hardware

12.1 The following regulations shall apply in addition to general regulations if a contract relating to the maintenance and/or repair of hardware is concluded between HANZA BMK and the customer.

12.2 Depending on the individual contractual agreement, HANZA BMK shall render the preventive services (preventive maintenance) to preserve the operational readiness of the hardware to be maintained and/or repairs or supplements (corrective maintenance) to eliminate occurring faults, referred to as maintenance services.

12.3 In order to carry out maintenance services, HANZA BMK can exchange defect parts and/or defect systems and can build in technical changes. The consumables, wear or spare parts used shall be either new or equal in their usability to new parts. The costs for such parts shall be paid separately by the customer, unless expressly agreed otherwise. Technical changes shall be discussed with the customer in advance. Data stored on parts or systems being changed or taken back shall be deleted by HANZA BMK immediately. If this is not possible, HANZA BMK shall make these parts completely unusable. The costs associated with the disposal of spare parts changed shall be paid separately by the customer, unless expressly agreed otherwise.

12.4 This maintenance services do not include services in connection with the exchange of consumables and wear parts. If these services are rendered by HANZA

BMK on the customer's demand, these shall be invoiced separately to the customer and according to the currently applicable prices of HANZA BMK.

12.5 These repairs do not include failures of the hardware that have been caused by an incorrect use of the hardware (e. g. non-observance of the concerned user manual), changes to the hardware by the customer or by third parties commissioned by the customer or by other circumstances for which the customer is responsible.

12.6 The execution of the maintenance shall be subject to the provision that HANZA BMK obtains its deliveries from its own supplier in due time and according to the contract.

12.7 HANZA BMK shall be entitled to render services by subcontracting (subcontractor). HANZA BMK shall be liable for the services rendered by subcontractors as if they were rendered by HANZA BMK itself.

12.8 The maintenance work shall be carried out by HANZA BMK during normal business hours.

12.9 The place of performance for the maintenance of the hardware of the customer shall be the agreed business premises of the customer and the point of installation indicated there.

12.10 The realisation of the hardware at a different place as the agreed place of performance shall be made known by the customer to HANZA BMK in writing at least two months in advance. In this case, HANZA BMK shall continue the maintenance if no

increased expenditures will be connected with this. If the realisation impacts the expenditures which accrue with the rendering of the service, HANZA BMK shall be entitled to demand the payment of a consideration corresponding and appropriate to the changed conditions.

12.11 In general, only the hardware that has been explicitly included in the maintenance contract shall be an object of the maintenance contract. The procurement of spare parts shall not be part of the maintenance contract, unless the procurement of spare parts has been carried out by HANZA BMK.

13. Scope of service for the preparation and/or maintenance of software

13.1 The nature and extent of mutual services for the preparation and maintenance of software shall be regulated by the following contractual agreements:

- a. Service description
- b. These general terms and conditions (AGB)
- c. Generally applied regulations und professional standards

In case of disagreements the contractual agreements shall apply in the above order.

13.2 If HANZA BMK prepares software for the customer, HANZA BMK shall take over the elimination of defects in the programs and the program documentation. The programs shall render the services determined in the service description when they are used correctly as laid out in the

agreement. If HANZA BMK is not the licensor of the existing software at the customer, prior to the contract beginning, the customer and HANZA BMK will determine the status of the software by way of a status report which will be the basis for the later identification of errors.

13.3 If it has been agreed in the contract, HANZA BMK will hand over to the customer certain new statuses of the software in order to keep them up-to-date and in order to prevent failures. HANZA BMK will hand over to the customer the updates of the software with technical modifications and improvements as well as smaller functional extensions and improvements. Furthermore, HANZA BMK will hand over to the customer patches with corrections for the software and other measures to help circumvent possible failures.

13.4 The scope of service shall not include the surrender of upgrades with key functional extensions and necessary changes due to legal provisions which can be only realised through a partial or complete reprogramming of the concerned software to be maintained. In this case, HANZA BMK can demand an appropriate additional consideration after prior notification in writing. If the customer does not give its written permission in this context, HANZA BMK can terminate the contract on important grounds or exclude the concerned software from the contract.

13.5 If, within the scope of services rendered by HANZA BMK, open-source

software is rendered for the customer, HANZA BMK shall be not deemed as the licensor for this software being used. In this case, the contracting partner shall comply with the respective licence conditions of third parties if such conditions exist.

13.6 HANZA BMK shall only award the licence to use the software prepared to such a degree as this is necessary in order to use the software in the contractually agreed manner.

13.7 HANZA BMK shall be entitled to render services by subcontracting (subcontractor). HANZA BMK shall be liable for services rendered by subcontractors as if they had been rendered by HANZA BMK itself.

13.8 HANZA BMK or subcontractors commissioned by HANZA BMK shall render services as agreed in the service description in countries of the European Union, unless regulated otherwise. HANZA BMK or subcontractors commissioned by HANZA BMK can also move the place of performance to other countries outside of the European Union at its/their own discretion if no significant disadvantages result for customer from this.

13.9 Unless not otherwise agreed, HANZA BMK shall not provide the customer with the source code of the software produced. This source code shall remain in the possession of HANZA BMK.

14. Additional agreements for the use of HANZA BMKyourproto

In addition to the clauses of these AGB, the following applies to the use of the "HANZA BMKyourproto" service offered by HANZA BMK:

The assemblies manufactured within the scope of HANZA BMKyourproto are samples which are not ready for series production or do not offer series quality and therefore may under no circumstances be used in series products. Furthermore, the assemblies are not suitable for use in any military applications, aerospace vehicles, offshore facilities, nuclear facilities and medical technology (life support). The assemblies may only be used for evaluation purposes.

HANZA BMK reserves the right to deviate from any manufacturing processes or required certifications specified by the customer.

With the order, the production according to HANZA BMK standard processes as well as the use of HANZA BMK standard consumables (e.g. SAC solder) is approved. In case of special requirements or questions in this regard, the customer must inform HANZA BMK.

In all cases, the liability of HANZA BMK as well as its (executive) employees, managers, representatives and vicarious agents arising from defects is limited to the quotation value according to the individual assembly per defective assembly. This does not apply to damages caused intentionally or by gross negligence and damages resulting from injury to life, body and health

and other legally non-restrictable liability situations. In all other respects, clause 9 of these AGB shall apply.

15. Data protection clause

Personal data from the contract may only be used for the purpose of the fulfilment of the contract, customer support, market and public opinion research as well as for own advertising campaigns. Personal data of the customer arising within the scope of the contractual relationship and necessary for the execution shall be saved by HANZA BMK. If this is necessary to fulfil the contract, these data shall also be provided to other companies which are charged by HANZA BMK with the execution of the contract or parts thereof in a permissible way.

16. Place of jurisdiction, applicable right

16.1 Augsburg shall be the exclusive place of jurisdiction for all disputes arising from this contract, as far as permitted by law.

16.2 The legal relationship shall be only subject to the substantive law of the Federal Republic of Germany to the exclusion of the international private law and the UN Convention on Contracts for the International Sale of Goods.

17. Severability clause

If any provision of the contract with the customer, including these general terms and conditions (AGB), shall be invalid or become invalid in whole or in part, the validity of the remaining provisions are not

affected thereby. The provision invalid in whole or in part shall be replaced by one whose economic success is as close as possible to the invalid one. The same shall apply if a gap arises which needs to be filled when fulfilling the contract or if a provision becomes meaningless or impracticable as a result of changed circumstances.