

**General Terms and Conditions of  
Meon Medical Solutions GmbH & CoKG**  
(in the following "MEON")

Version of: May 2018

## **1. General – Scope of validity**

- 1.1. The following general terms and conditions (GTC) shall be applicable for all deliveries and services of MEON, unless provided otherwise in these conditions, in the text of the purchase order confirmation or agreed upon between the contractual parties in individual agreements. Additionally, the INCOTERMS of the international chamber of commerce in Paris in the version applicable at the time of delivery- or performance of services shall be applicable for international transaction, unless explicitly agreed upon differently between the parties.
- 1.2. Opposing or deviating general terms and conditions of the contractual partner are herewith explicitly objected. Such conditions shall only become content of a contract, if MEON consents in each individual case explicitly in writing. The GTC of MEON are applicable even then, if MEON unconditionally performs deliveries and services despite knowledge of the contractual partner's opposing or deviating conditions.
- 1.3. All agreements concluded between MEON and the contractual partner for the performance of deliveries and services require the written form. This shall also apply for rescinding of the written form requirement.
- 1.4. The GTC of MEON apply for all current and future business transactions with the contractual partner, even if no explicit reference is made to them.
- 1.5. The current and for the contractual relationship valid version of the GTC is available for download at [www.meon-medical.com](http://www.meon-medical.com). The German version is the applicable original version. Other language versions only have informative character.
- 1.6. MEON is entitled to amend the GTC. Amended GTC are also applicable on ongoing contractual relationships and will be provided by MEON on their website (or send to the contractual partner, if requested).

## **2. Offer and conclusion of a contract**

- 2.1. Offers provided by MEON are not binding towards the contractual partner, unless it is specifically stated as binding.
- 2.2. A contractual relationship is concluded between MEON and the contractual partner, if after receipt of a written purchase order (or a written mandate) MEON has issued a written order confirmation or has actually started performing its services.

### **3. Content of the contract and performance of the contract**

- 3.1. Upon issuance of a written purchase order confirmation, the content and extend of the contract is exclusively determined by the written agreement of the parties unless agreed upon in writing to the contrary. Statements in brochures, catalogues and other sales material are only binding upon MEON, if the purchase order confirmation explicitly refers to it.
- 3.2. Changes and amendments of the contract are only valid, if MEON consents explicitly in writing. If based upon such changes or upon circumstances that MEON was not aware of at the time of issuing the purchase order confirmation, additional cost arise, the contractual partner will be charged separately.
- 3.3. All communications from the contractual partner to MEON must be made in writing.
- 3.4. The contractual partner has to inform MEON about a change in his name or address immediately. If no notification of change is provided, all documents are considered served upon the contractual partner, if they were send to the last mailing address provided by him. Address inquiries in connection with invoices will not postpone their due date.
- 3.5. After prior notification of the contractual partner, MEON is entitled to commission third parties with the execution of the contract or individual contractual services in their own name and on their own cost but must ensure that the contractual partner's interest is not impaired. MEON shall be liable for the commissioned third party as well as for its own.

### **4. Prices, order volume**

- 4.1. MEON prices are provided in EURO, with the legal VAT tax to be added accordingly in the applicable amount to the invoice.
- 4.2. Deliveries and prices shall be understood to be ex-works excluding packaging and shipping. Prices do not include costs for transport, mounting or assembly. If in the course of the delivery taxes apply, the contractual partner shall bear them. If the service is agreed with delivery, then such delivery as well as any transport insurance charged to the contractual partner.
- 4.3. Price quotes (including any discounts) and other conditions in catalogues, brochures and pricelists only reflect the state of the price in the current issue. Orders of the contractual partner are understood to be subject to the prices and conditions valid at the time of MEON's receipt of the order. Unless agreed upon differently, the minimum order volume is determined by the applicable catalogues and order forms.
- 4.4. Accounting for the services (e.g. installation, mounting, including training and instruction of the contractual partner's employees) occurs according to the applicable service price list. Should services be provided on Saturdays/ Sundays, and beyond regular work hours (Monday- Thursday from 8 am until 5 pm, Friday from 8 am until 1 pm) as well as on public holidays, then a surcharge in the amount of § 10 Sec 1 no1 of the Austrian Labor law Code will be added. Such calculation will be based on the regular hourly rate enumerated in the price list. Any travel costs and expenses are to be paid by the contractual partner in addition to the agreed upon price – unless agreed upon otherwise.
- 4.5. Value stability of the claim(s) together with any incidental claim(s) is agreed upon. The basis for calculation of the value stability is the consumer price index published monthly

by the Austrian Bureau of Statistics or index replacing it. The index number calculated for the month of the contract conclusion serves as the reference number. Fluctuations in the index number by up to 3 % either way are not taken into account. Any exceeding of this margin, up or down, requires recalculation, whereby the first index number outside the respective margin must form the basis, both for re-establishing the claim amount and for calculating the new margin. Amounts thus calculated are to be rounded to one decimal.

4.6. Partial billing is permitted for partial services.

4.7. Upholding the agreed upon prices requires that the basis for the agreement remains unchanged and can be provided without obstruction from the contractual partner. Subsequent extensions and changes, which cause additional cost, will be charged to the customer additionally.

## **5. Delivery(-prices)**

5.1. The selection of the delivery method is decided by MEON.

5.2. All deliveries of a purchase order amount of at least EUR 150,00 exclusive VAT (net-purchase value) generally are made free receiving station of the contractual partner, unless agreed upon differently. If the net purchase order amount lies below Euro 150,00, then a delivery surcharge in the amount of EUR 20,00 will be added. If a special delivery method is required, for instance to maintain a cold chain (e.g. dry ice), MEON will charge a proportionate fee independent of the minimum purchase order value.

5.3. The delivery of large analysis systems is always conducted ex works at the contractual partner's expense. Assembly or mounting upon the contractual partner's request will be charged separately.

5.4. In case the contractual partner requests a special delivery method (e.g. express goods, express freight, express courier package, airmail, etc) then the delivery is made ex works on the contractual partner's expense, without being dispatched by MEON.

## **6. Delivery date, acceptance and default**

6.1. Delivery dates are understood as approximate points in time for the provision and handover to the contractual partner and shall be abided by as far as possible. They are nevertheless nonbinding, unless they were explicitly agreed to be binding and confirmed in writing.

6.2. Withdrawal from the contract by the contractual partner because of delay in delivery is only possible after setting an appropriate – a minimum of 2 weeks – grace period and a specific reference of the affected delivery or the delivery part. Withdrawals must be made by registered mail. The right to withdraw only applies to the defaulted delivery or service portion.

6.3. If binding delivery dates are stipulated in writing in an individual case, then the contractual partner is entitled to withdraw from the contract, if such binding dates are not met, excluding any further claims. Minor excess of the time limit in the amount of two work days have to be accepted.

- 6.4. MEON is entitled to provide partial deliveries, unless such deliveries do not fall below a reasonable minimum amount.
- 6.5. Should the contractual partner experience a damage due to a delay in delivery caused by MEON, then the contractual partner can only request damage in the amount of 5 percent of the value of the affected portion of the entire delivery. Additional claims based on default in delivery, in particular claims for damages, are excluded according to section 13 (liability) below. .
- 6.6. The contractual partner is obligated to accept the deliveries and services provided by MEON. Upon partial deliveries according, partial acceptances are permissible.
- 6.7. If the contractual partner does not immediately accept the goods declared to be ready for shipment, then MEON is entitled in its own discretion to either send the goods or to store the goods at the contractual partner's expense for a period of 6 weeks. The storage fee is EUR 5,--. If the goods are send, MEON chooses the method and way of transportation, in the absence of a particular agreement.
- 6.8. At the same time MEON is entitled to either request fulfillment of the contract or, after setting of an appropriate grace period, to rescind from the contract and to use the goods in another way. In the event of utilization a contractual penalty in the amount of EUR 1.000,-- is stipulated.
- 6.9. Delivered products are to be accepted by the contractual partner, even if the show minor shortcomings.
- 6.10. If installation services are ordered, then the services are considered accepted at the earliest at the following points in time,
  - If the acceptance is confirmed by the contractual partner or its end customer;
  - If the installed delivery or service is put into operational use at the contractual partner or its end customer ;
  - or at the latest four weeks after performed installation.
- 6.11. Services are considered accepted upon their actual provision.
- 6.12. Should the contractual partner determine any defects after acceptance, then he is entitled to have them corrected by MEON under warranty services.

## **7. Transfer of software**

- 7.1. As far as services of MEON also include the transfer of software (computer programs), the contractual partner receives a non- exclusive, non-transferable, timely and geographically unlimited permission to use the software as intended in object code and within the purpose of the agreement. This also applies for changes in the program, which are generally only permissible, if they are required for troubleshooting purposes and if not performed by MEON with or without payment.
- 7.2. The contractual partner undertakes to abide by the license and applicable usage conditions for included software of third parties, like for instance for „shareware“ or „public domain“ and refrains

from dissemination or reproduction of the software. The contractual partner undertakes to indemnify and hold MEON harmless.

- 7.3. Decompiling is only accepted if permissible due to legal requirements and if MEON does not provide the information required for the establishment of interoperability with an independently created computer program upon request be an entitled person. In this case such information is reduced to the parts of the original program, which are required to establish interoperability.
- 7.4. The contractual partner is obligated to inform MEON also about any detected defects or bugs in the software, if they do not impede the intended use of the software.
- 7.5. Copyright notices, serial number or other identification markers may not be removed under any circumstances.
- 7.6. Programs and documentation may not be made available to third parties without MEON's prior written consent.
- 7.7. Additionally, the license- and / or usage conditions provided with the software program apply.

## **8. Intended use and limitation**

- 8.1. As far as requested by applicable rules for medicinal products, which the usage of the products underlies, such products may only be operated or applied according to such rules, specifications and areas of application, as they are determined in the offer, the package information leaflet or the operator manual ("intended use"). The products may not be changed contrary to the intended use, nor may they be combined with other goods/components. The intended use includes the determination of the product only for research purposes and for general lab use. Should the contractual partner make changes to the product, he shall be exclusively liable. MEON will not be liable toward the contractual partner and does not warrant any legal or regulatory conformity with regard to these products, which are operated or applied and / or changed and / or combined with other goods/components contrary to the intended use.
- 8.2. Services provided by MEON can include products that are subject the limitations due to patent or license conditions. Particulars on such limitations are listed in the corresponding catalogue, the applicable product packaging leaflet or even from the MEON website. Additionally, such particulars can be requested from the contractual partner from MEON before and after conclusion of a contract.

## **9. Risk assumption**

The risk of downfall, loss or damage of the goods passes to the contractual partner upon dispatch (also for free deliveries) with the provision of the goods to the person appointed for dispatching. It passes to the contractual partner in the event of default in acceptance upon occurrence of the default. If dispatch or delivery is obstructed upon the contractual partner's request or due to reasons within his area of responsibility, then the risk passes to the contractual partner from the day of availability for dispatch for the term of obstruction.

## **10. Force majeure, obstacles to the contract**

Force majeure of any kind, unforeseeable operating-, traffic- or dispatch disturbances, fire damage, floods, unforeseeable lack of labor forces, energy-, raw material or auxiliary material, lawful strikes, lawful lockouts, decrees by the authorities or other obstacles for which the party who is liable to make performance will not be responsible and which will reduce, delay, prevent or make unreasonable either the manufacture, the dispatch or acceptance, shall release from the obligation of delivery or acceptance for the duration and extent of the disturbance. This also applies, if such circumstances

occur with suppliers or sub-suppliers. The circumstances referred to above shall not be answered for by the contractual party liable for performance, even if they occur during an already existing default. If the delivery or acceptance is exceeded by more than 8 weeks because of this occurrence, then both parties are entitled to withdraw from the contract. No claims for damages apply in this case.

## 11. Warranty

- 11.1. The warranty term is 12 months; for software 12 months from acceptance; for sensors and reagents the listed expiration date applies.
- 11.2. The existence of a defect must be proven by the contractual partner. § 924 ABGB (Austrian civil code) does not apply.
- 11.3. The contractual partner undertakes to examine the contractual goods immediately upon receipt to determine any defect (quality and quantity) and to notify MEON of any defects in writing within seven workdays. Any defects detected at a later point in time must also be notified in the described form within seven workdays from detection. In the notification of defect, the actual defect must be described in a way for MEON to comprehend and reconstruct the defect.
- 11.4. Should the contractual partner not abide by the described examination and notification duty, then all his claims based on warranty, damages caused by the defect as well as mistake regarding the non-defectiveness of the item are forfeited.
- 11.5. Upon MEON's request the contractual partner must provide MEON for examination of the reclamation purposes with the delivery note and the packing slip in original or copy, provide any signatures on the package or return the goods to MEON for a professional improvement.
- 11.6. As far as MEON is responsible for the defect, they will in their own discretion improve it either by re-work or exchange. Cancellation of contract and reduction of price are excluded. MEON has the right to repeat a failed improvement attempt. For the delivery and provision of software, the warranty is reduced to reproducible (continuously repeatable) defects in the program function.
- 11.7. The contractual partner's claims regarding defects for insignificant defects of quality is excluded. An insignificant defect of quality exists for instance, if the value or the aptitude of the product for a general use is only reduced insignificantly.
- 11.8. Any additional warranty claims of the customer in excess of those described herein are excluded, in particular claims for damages, which incurred in goods other than the contractual product. This does not apply in cases of intent, gross negligence or lack of stipulated conditions, which by law require mandatory liability.
- 11.9. § 933b ABGB does not apply. Consequently, all rights of recourse after the warranty period are excluded.
- 11.10. Should MEON remedy defects after the termination period or provide other services, then such efforts will be charged according to the then current MEON price list.
- 11.11. No warranty claim is accepted for
  - improper, unsuitable or inappropriate use or handling,

- nonobservance of installation requirements, operation and maintenance conditions,
- mounting or startup by the contractual partner or a third party, unless explicitly agreed upon,
- general wear and excessive use,
- usage of inapt operation material and handling by the contractual partner with products of different origin.

11.12. For the production and delivery of software the following additional cases apply to those cited above for the exclusion of warranty

- The contractual partner or a third party authorized by him makes changes, amendments or other interventions to the program,
- The software was contaminated with a virus at the contractual partner,
- For software downloaded by the contractual partner independently („Public Domain“ or „Shareware“) or
- When using inadequate data carriers and/or hardware.

11.13. In addition, MEON does not provide warranty,

- that the delivered software fulfills all the requirements of the contractual partners (unless this was explicitly stipulated in the contract),
- that the programs run continuously and free of defects,
- that the software is compatible with other programs of the contractual partner, or
- that all bugs in the software can be eliminated.

## 12. Additional obligations for the operators of medicinal products

Operators of medicinal products have to fulfill all the duties according to the Medicinal Product Directive in the applicable version. In particular, they have to ensure to comply with the entrance exam, instructions by the medicinal product consultant, maintenance under consideration of manufacturer's instructions, if applicable continuing safety related technical exams and metrological controls as well as, if required, keeping a directory for device files and of the inventory.

## 13. Liability

- 13.1. MEON shall only be liable for damages to the delivered products, and then only for intent, gross negligence or culpable breach of fundamental contractual obligations, not however for any damages which were caused by slight negligence of MEON or its assistants. Other or further reaching claims of the contractual partner, in particular loss of profit, lost savings, consequential damage, economic loss, loss of interest and from damages resulting from third party claims, also on the basis of product liability against MEON are expressly excluded; this limitation of liability does not apply in the relationship „product liability debtor and the damaged party“ as well as in cases of personal injuries.
- 13.2. If MEON is liable for the violation of a fundamental contractual obligation without existence of gross negligence or intent, then the liability is limited in its amount with three times the amount of the order value (however a maximum amount

EUR 10.000,00). The order value is the fee for the delivery of the contractual items. If the liability is limited this also applies for the personal liability of MEON's assistants (employees, representatives or other assistants).

- 13.3. For the loss of data and programs and their recovery MEON shall also only be liable to the extent stipulated in this section 13. No liability of MEON applies to damages if and as far as they are based on the claim that the contractual partner has not provided adequate provisions against loss of data, in particular by making security copies of all programs and data. The making of security copies has to be arranged by the contractual partner in his area of operations in the general applicable time frames, at a minimum however once a day.
- 13.4. MEON shall not be considered to be the producer within the meaning of § 3 PHG product liability act of distributed products, which are produced by third parties including other companies of the MEON concern or imported into the EEA (European Economic Area). Claims based on the product liability act are to be made against the producer indicated on the product. If the producer cannot be located, then MEON will, upon written request, immediately name the importer according to § 1 sec. 1 no 2 product liability act or the person, who delivered the product to MEON. A course of legal redress is excluded according to § 12 product liability act.

#### **14. Conditions for payment and prohibition of set-off**

- 14.1. Payment shall be made within 30 days of the invoice date.
- 14.2. Objections against the amount of the invoice are to be raised against the contractual partner within 30 days of the invoice date, otherwise the invoiced amount is considered accepted.
- 14.3. MEON will grant the contractual partner a discount in the amount of 1,5 %, if payment is made within 10 days of the invoice date by check, wire transfer or participation at SEPA business to business direct debit scheme. This discount will not be granted if the contractual partner is in arrear with the payment of an earlier invoice. For non-cash payment the date of payment shall be the day on which the amount is finally credited to MEON.
- 14.4. If the contractual partner is in arrear with payment or exceeds in case of a mutual commercial transaction the granted payment term, interest in the amount of 10 % above the currently valid base rate of the Austrian national bank shall apply. Additionally, MEON is entitled to charge for all the costs necessarily incurred; in particular in the event of arrear of payment all collection cost as well as a dunning operation fee in the amount of EUR 40,-- per overdue notice. MEON reserves the right for compensation of any additional damage.
- 14.5. MEON reserves the right to apply any payment to the earliest, most overdue invoice in addition to the interest incurred thereto and cost, namely in the following order: cost, interest, amount due.
- 14.6. The contractual partner can only off-set against MEON's demands in writing and only if his counterclaim is undisputed or supported by a legally valid title.
- 14.7. The contractual partner's right to retain because of a not-acknowledged or not legally valid counterclaim is excluded as far as such claims are not based on the same contractual relationship.
- 14.8. MEON has the right to refuse services if it is noticeable after termination of the contract that their claim for payment of the delivery is in danger because of lack of performance. This right to refuse services does not apply, if payment is effected or if the contractual partner provides an adequate security. MEON has the right to set an appropriate deadline for the contractual partner

in order for him to provide payment against delivery step by step or to provide a security for the delivery. After fruitless termination of the term, MEON has the right to withdraw from the contract. In the event of deterioration of finances of the contractual partner, MEON additionally has the right to only provide services against cash before delivery or against appropriate security.

- 14.9. Should the contractual partner be in arrear with payment, or a check not accepted properly, no balance available in the SEPA business to business direct debit scheme or in the event of an essential deterioration of the debtor's financial situation, then all of eventually deferred claims of MEON against the contractual partner are immediately due without additional reminder at the end of the agreed upon deadline (loan default). If an agreement was made for partial payments, loan default applies if only one partial payment was late or not received in its full amount. Upon loan default the entire still unpaid remaining amount is immediately due for payment.
- 14.10. Upon loan default MEON has the right to take the goods delivered under reservation of ownership in custody without withdrawing from the contract, until the entire invoice is paid in full and all additional costs are covered.

## **15. Retention of ownership**

- 15.1. MEON reserves its right of ownership to the delivered products up until payment of all invoices for the business relationship with the contractual is made in full. The right of ownership also extends to such new products, which are created upon implementation of the products delivered under reservation of title. Upon processing, combining or mixing of the goods with other goods not belonging to MEON, MEON shall acquire joint ownership in relation to the invoice value of the products under reservation of title to the invoice value of the other materials.
- 15.2. Retention of title remains upheld, if MEON's corresponding claim(s) is included in a pending invoice and the balance is accepted and acknowledged.
- 15.3. The contractual partner is obligated to provide all legal measures for the securing and protection of MEON's property; in particular encumbrance, assignment of securities or other exploitation is prohibited.
- 15.4. In the event of violation of the contractual conditions by the contractual partner, in particular in the event of arrear of payment, MEON is entitled to withdraw from the contract and take back its products. MEON's seizure of the products reserved with title always constitutes a withdrawal from the contract.
- 15.5. The contractual partner undertakes to handle the goods subject to retention of title with care and as intended. He undertakes at his own cost to ensure that the goods subject to retention of title are insured against vandalism, fire, water and theft damages in the amount of their new value, and herewith assigns for securing of his claim for compensation against the injuring party, his insurer or from his insurance contracts to MEON.
- 15.6. Upon seizure or other third party intervention, the contractual partner must inform MEON immediately in writing, so that MEON can take the appropriate actions as soon as possible. Should the third party not be in the position to refund the legal and out-of-court cost to MEON, then the contractual partner shall be liable for the cost and the expenses incurred by MEON.
- 15.7. The contractual partner is entitled to sell the products in the regular course of business; he already assigns all his claims in the amount of the invoice values (including VAT) from the sale of the products including bill of exchange and cheque to MEON for ensuring the corresponding claims. Upon sale of the products which are retained with MEON title, the assignment of the claim is limited to the portion of the claim corresponding to the joint property. The contractual partner is even after assignment entitled to redeem the claim. MEON's entitlement to redeem

the claim shall thereby not be affected. MEON is obligated to refrain from redemption as long as the contractual partner complies with his payment obligations towards MEON, is not in arrear, and in particular no motion for introduction of an insolvency proceeding was filed. In this case MEON can request that the contractual partner informs MEON about the assigned claims and the debtor, provides all the information necessary for redemption, hands over the corresponding documents and informs the third party about the assignment.

- 15.8. Should the contractual good as intended be delivered to a location beyond the Republic of Austria or transported there by the contractual partner, then the following overrides the previous provisions: The contractual partner will ensure that MEON's right to retention of title is validly protected in the country where the goods to be delivered are located or where they are to be transported. As far as certain actions are required (for instance a special labeling of the goods to be delivered or a local registration), the contractual partner will take such actions for the benefit of MEON. Should MEON's support be necessary, the contractual partner will inform MEON immediately. Furthermore, the contractual partner will advise MEON about all essential circumstances, which are of importance in connection with the most far reaching protection of ownership for MEON. In particular, he shall provide MEON with all documents and information, which are necessary with the assertion of the ownership rights. The stipulations of this section apply accordingly, if following to the legal provisions of the location where the goods to be delivered are located, a right of retention of ownership cannot be validly arranged, for arranging of MEON's legal status that protects their interest and claims in an equally valid or in other way possible form, as far as legally possible.
- 15.9. Upon re-claiming of goods, withdrawal from the contract by MEON as well as after setting a deadline and fruitless expiration thereof, MEON shall be entitled to use such reclaimed goods. The contractual partner will be credited with the amount resulting from such use. The credited amounts will be calculated with MEON's claims.

## **16. Re-sale and disposal**

- 16.1. The contractual partner stipulates to abide by the rules of the unfair competition act and, as far as applicable, provisions for medicinal products in the event of a re-sale or disposal.
- 16.2. Without MEON's explicit prior written confirmation it is not permissible to re-sell the product „Film Tonometer“.
- 16.3. Without MEON's explicit prior written confirmation it is not permissible to use MEON trademarks for products of foreign producers or for processed original products.
- 16.4. The contractual partner undertakes additionally, to sell or dispense the delivered products only complete (meaning including packaging, package information leaflet, instruction manual, warning notices etc).
- 16.5. The contractual partner is informed that products and applicable know-how could be subject to an export- or import control. Each contractual party per se is liable for abiding by the corresponding export- and import control regulations. The contractual partner is additionally informed that the U.S. export-control right also applies if the products themselves derive in whole or in part from the USA. This could even then be the case, if the contract does not have any further reference to the USA.

## **17. Assignment of rights and duties, transfer of rights**

- 17.1. The transfer of rights and duties arising out of this contract from the contractual partner to a third party requires MEON's prior written consent. This also applies for any other granting of right, like for instance the issuance of a license as well as any other actual or legal disposal concerning the contract in its entirety or in parts.
- 17.2. All rights and duties arising out of this contract will pass over to the corresponding successor. Unless this should not be a universal successor, then each contractual party is obligated to ensure that the rights and duties out of this contract are transfer to the successor.

## **18. Confidentiality**

The contractual parties stipulate to keep all the information they gain knowledge of in the course of this contract or during their business corporation, which is marked as confidential or which based upon the applicable circumstances can be considered as being a business- or company secret, confidential and shall not – as far as not required for achieving the purpose of the contract – record them, make available to third parties or use them in any other way.

## **19. Place of performance, place of jurisdiction, applicable law, miscellaneous**

- 19.1. Place of performance for both contractual parties is the corporate seat of MEON in Graz.
- 19.2. Place of jurisdiction for all disputes arising out of or in connection with the contracts with the contractual partner is the competent Court at the corporates seat of MEON (Graz).
- 19.3. Austrian law applies. The UN-sales convention is excluded.
- 19.4. Should any of the previous conditions be or become invalid, then this shall not affect the validity of the remaining conditions. Such invalid conditions shall be replaced by provisions, which come closest to the economic purpose of the contract, thereby reasonably safeguarding both parties' interest. The same applies for omissions.

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