

1. General Definition of Terms Used and Their Applicability

- 1.1 In the following standard terms of business the firm of EuroLam GmbH, Kupferstrasse 1, D-99510 Wiegendorf, is referred to as "EuroLam"; the contract partner is the "customer", and the contractual relationship to be concluded is referred to as the "contract".
- 1.2 The deliveries and offers made by EuroLam are made solely on the basis of these standard terms of business. These therefore also apply to all future business relationships, even if they have not again been explicitly agreed to. By the time of acceptance of the delivery at the latest, these terms are regarded as having been accepted. The customer's confirmation with an accompanying reference to his/her/its terms of business or terms of purchase is hereby rejected.
- 1.3 All agreements reached by EuroLam and the customer for purposes of implementation of this contract, must be recorded in writing amendments and extensions of the contract and/or of its appendices, as well as any waiving of the written-form requirement, require the written form. No verbal ancillary agreements exist.

2. Orders and Acceptance of Orders

- 2.1 The EuroLam offers contained in catalogues and sales material, as well as in the Internet, are - unless explicitly referred to as binding - always subject to confirmation and non-binding, i.e. only to be understood as a request for submission of an offer. The customer's order is a binding offer. At its own choice, EuroLam can accept this offer within three weeks by sending confirmation of order, or by delivering the item(s) ordered by the customer within this period, or by rendering the performance specified in the order. EuroLam can also demand that the customer returns the confirmation of order duly countersigned. EuroLam is entitled, in the period between offer and acceptance, to resell the delivery to a third party. A confirmed order can only be altered by the customer with written approval and allowing for any conditions imposed by EuroLam. This applies correspondingly to any modification of these standard terms of business.
- 2.2 The delivery must only have the characteristic properties identified in writing in the contract. With these distinctive features the delivery is conclusively described. EuroLam is entitled to change the characteristic properties unilaterally, if this is undertaken on the basis of statutory regulations, or represents a technical improvement, and the presupposed use in keeping with the contract is not thereby impeded. Technical data and descriptions given in the respective product information or advertising material are only components of the contract if these have been explicitly included in the contract in writing.
- 2.3 If EuroLam provides the customer, whether before or after conclusion of the contract, with a sample, a specimen or a model, this need not have the characteristic properties described in the contract. Sentence 1 applies accordingly to drawings, photos, measurements, weight and other data that EuroLam makes available to the customer before or after conclusion of the contract.
- 2.4 EuroLam reserves all rights, without limitation, to all cost estimates, drawings, samples, models, specimens, photos or other material ("material"), that it makes available to the customer. Without the prior written approval of EuroLam the customer is entitled to make neither the material itself, nor its content, available to third parties. At the request of EuroLam the customer is obliged to hand over all material to EuroLam immediately and in full, if they are no longer needed by the customer in proper and orderly business operations or if an award of order by the customer is conclusively rejected.
- 2.5 EuroLam can withdraw from the contract if it is unable to make delivery as a result of a non-delivery by one of its prior suppliers for which it was not answerable, although EuroLam has made all reasonable efforts to procure the supplier items. In this case EuroLam will inform the customer immediately about the non-availability and will reimburse any counter-performance.
- 2.6 In cases of public comments made by the manufacturer, or by EuroLam, or an employee or other agents on the characteristic properties of the delivery or of the subject matter of the purchase (e.g. on weight, measurements, practical values, resilience, tolerances and technical data), particularly in advertising or in the markings, it will be assumed that these comments were not causal for the conclusion of the contract by the customer.

3. Prices

- 3.1 EuroLam prices are net prices. Freight charges, turnover tax, material surcharges and other costs associated with the implementation of the contract ("additional costs") are not included. If and to the extent that no alternative is regulated in the contract, all prices given by EuroLam are in euros.
- 3.2 The price is that indicated by EuroLam in the confirmation of order, or an otherwise agreed price, or, if this has not been specified in detail, then the price in the current EuroLam price lists at the time of the order or of the call for delivery. EuroLam is entitled, after timely notification of the customer and before carrying out the delivery, to increase the agreed price to the extent that this is necessary to cover the general price development that is outside the control of EuroLam (such as any fluctuations in exchange rates, currency regulations, changes in customs duties, increases in material or production costs), or due to necessary alterations to EuroLam.
- 3.3 The EuroLam price calculations presuppose that the items on which the offer is based remain unaltered, that any necessary preparatory work has already been fully executed and that the performance can be carried out at one go - without any hindrance. Offers made by EuroLam are based on the details provided by the customer, without any knowledge of the local circumstances.
- 3.4 EuroLam reserves the right, in cases of deliveries or performance that are to take place four months or more after conclusion of contract, to increase the prices in accordance with the changes named under point 3.2.
- 3.5 If, without recognition of a legal obligation, EuroLam takes back a delivery already made, whether as a sign of goodwill or for other reasons, EuroLam is entitled to charge an expense allowance to the value of 20% of the invoice sum for the respective delivery. The sum is to be reduced if the customer can prove that the actual costs were lower than the flat-rate sum in keeping with sentence 1.

4. Delivery / Delays in Delivery / Passing of Risk

- 4.1 Agreements on delivery dates or deadlines can be binding or non-binding. An agreement on delivery times is only binding if EuroLam explicitly declares in writing that it is prepared to accept liability for any exceeding of the agreed date/deadline.
- 4.2 For delays in delivery due to force majeure or to occurrences that significantly hamper delivery by EuroLam, not only temporarily, or make it impossible - including in particular strike, lockouts, traffic-route disorders and official rulings, even if they occur at prior suppliers of EuroLam or its subcontractors - EuroLam is not liable, even in cases of binding deadlines and dates. In such cases EuroLam is entitled to extend the delivery period by the period of the delay plus a reasonable preparatory period, or to withdraw from the outstanding part of the contract, whether fully or partially. Sentences 1 and 2 apply correspondingly in cases of delays in delivery due to material, authorizations, or releases not provided by the

customer in good time, prior to delivery by EuroLam, or to failure to clarify technical details and information that, from EuroLam's standpoint, are necessary for delivery.

- 4.3 EuroLam is liable for timely deliveries only when this is due to its own fault or that of its agents. EuroLam is not liable for the faults of its prior suppliers. EuroLam is however obligated, in this case, to make over to the customer any compensation claims it may have against the prior suppliers.
- 4.4 EuroLam is entitled to make part-deliveries at any time, unless the part-delivery can be shown to be of no interest to the customer. EuroLam is entitled to assign the rights and obligations arising from the contract, including the provision of delivery, to a third party.
- 4.5 If a delivery is to take place on call-up by the customer, the customer undertakes to issue the call-up giving a specific description of the delivery and specifying the desired delivery date for EuroLam in writing at least four weeks before the actual delivery.
- 4.6 The delivery destination is on principle the works or the EuroLam distribution depot ("ex works"). To the extent that the goods are delivered ex works, the risk of loss passes to the customer at the time at which EuroLam informs the customer that the goods are ready for collection. If deliveries are to be sent "free carrier" (FCA), the place of hand-over is the place of registered address of EuroLam.
- 4.7 The shipment route and the type of shipment are to be chosen by EuroLam. The packaging is not undertaken item for item, but solely in keeping with transport-based and production-based technical considerations as well as on environmental standpoints.
- 4.8 If, at the request of the customer, EuroLam dispatches the goods, the transportation risks are borne by the customer, regardless of who bears the freight charges. This applies particularly to shipment or transportation by EuroLam, without any debt to be discharged at the creditor's domicile being thereby regarded as agreed with the customer. If the dispatch is delayed due to circumstances for which the customer is answerable, the risk of loss passes to the customer on the day of readiness for dispatch. If the customer is in default on acceptance, the risk of loss passes to the customer at the point in time at which EuroLam offers the hand-over.
- 4.9 To the extent that EuroLam bears the freight charges, wholly or partly, EuroLam is entitled to decide on both the shipment route and the type of shipment. If the customer requests another shipment route and/or another type of shipment, and if EuroLam concedes to this wish, the customer must bear the difference in the costs between those for the type of shipment or shipment route requested by him/her/it and those for the type of shipment or shipment route chosen by EuroLam. Otherwise point 4.8 applies accordingly.
- 4.10 At the wish of the customer, and at the customer's cost, the delivery items to be sent will be insured by EuroLam against theft, damage in transit and other insurable risks. Delivered goods - also if they are defective - are to be taken receipt of by the customer initially, regardless of existing claims of the buyer based on defects. Damage in transit must be reported by the customer to the transport company directly.
- 4.11 In cases of point 4.8, EuroLam will undertake the storage at the risk and cost of the customer. EuroLam is entitled to charge a storage fee to the value of 1 % of the price of the items of delivery for each month commenced with. With the storage, the goods invoice is due immediately.
- 4.12 If the deliveries are to be made free to building site, the customer must ensure that there are passable transportation routes, i.e. routes that can be used by a loaded, heavy truck-trailer vehicle. If the customer is a businessman, the unloading is a matter for the customer alone, who must ensure that appropriate unloading facilities are available and must provide the necessary workforce. Waiting times must be calculated, in long-haul transportation, in accordance with KVO [Motor Vehicle Ordinance] and in short-haul transportation in accordance with GNT [Short-Haul Transportation Rates]. Delays and damage must be borne by the customer.
- 4.13 If, deviating from the contractual agreements, the customer requests support in unloading (including unloading facilities), further transportation or deployment, these costs will be calculated additionally. Participation in this work, however, does not mean any acceptance of additional liability or bearing of risk.
- 4.14 Reusable packaging is only provided for the customer on loan. EuroLam is to be notified in writing by the customer of the return of the packaging within two weeks and the packaging is to be made available. If this does not take place, EuroLam is entitled, as from the third week, to demand 20 % of the net procurement cost for each week, up to a maximum of the full procurement cost, or to invoice the value of the packaging, payable immediately after receipt of the invoice.

5. Retention of Ownership

- 5.1 Until settlement of all claims (including all claims from balances on current accounts) of EuroLam against the customer arising on whatever legal grounds, whether now or at some future date, EuroLam is to be granted the security outlined in the following paragraphs, that it will release upon demand, at its own choice, should the value of the security lastingly exceed that of the claims by more than 20 %.
- 5.2 EuroLam remains the owner of the delivered goods. Processing or re-mixing is always undertaken on behalf of EuroLam, as the manufacturer, though no obligation for EuroLam is associated with this. Against the eventuality that EuroLam's property might cease to exist due to combinations, it is already agreed that the customer's ownership of the uniform item(s) is to pass to EuroLam to a value-equivalent extent (invoice sum). The customer is to safeguard the property of EuroLam free of charge. Goods in which EuroLam has (co-)ownership entitlements are referred to hereinafter as "conditionally-sold goods".
- 5.3 The customer is authorized to process the conditionally-sold goods in the context of orderly business transactions and to resell them, provided he/she/it is not in default vis-à-vis EuroLam. Neither pledging the goods nor assigning them as security is permissible. Already at this time, the customer assigns in full the claims arising from resale of the goods, or from some other legal basis (insurance, unlawful acts), and relating to the conditionally-sold goods (including all claims from balances on current accounts), to EuroLam. EuroLam authorizes the customer, subject to revocation, to collect the claims assigned to EuroLam for its account in its own name. This collection mandate can only be revoked if the customer fails to honour his/her/its payment obligations. Following an appropriate request from EuroLam the customer will disclose the assignment and will provide the necessary details and information.
- 5.4 In the event of attachment by a third party against the conditionally-sold goods, the customer must draw attention to EuroLam's ownership and must notify EuroLam immediately. Costs and damage are to be borne by the customer.
- 5.5 In cases of behaviour of the customer that is in breach of duty - particularly default on payment - EuroLam is entitled to recover the conditionally-sold goods or, if necessary, to demand assignment of the recovery entitlements of the customer against third parties. Neither the recovery nor the seizure of the conditionally-sold goods by EuroLam - should sections § 488 - § 507 of BGB [German Civil Code] find no application - represents a withdrawal from the contract.
- 5.6 If and to the extent that conditionally-sold goods are built by the customer as a significant component on the land of a third party, the customer shall already

assign, against the third party or whoever is involved, resulting claims to remuneration to the value of the conditionally-sold goods, together with all ancillary rights including a right to the granting of a debt-securing mortgage with higher ranking than the rest; EuroLam accepts the assignment. The customer is authorized to bring about the registration of a debt-securing mortgage himself/herself/itself, but is obliged, at the request of EuroLam, to assign the rights to EuroLam (cf. sections § 1153, § 1154, paragraph 3, and § 873 of BGB [German Civil Code]). Cash payments, bank transfers and payments by cheque in return for the sending of a bill of exchange set out by EuroLam and accepted by the customer shall first be regarded as fulfilment, in accordance with sentence 1, when the bill of exchange has been redeemed by the drawee and EuroLam is thereby released from liability for the bill of exchange. The agreed retention of ownership (without prejudice to farther-reaching agreements) therefore remains existent until the redemption of the bill of exchange, to the benefit of EuroLam.

6. Terms of Payment

- 6.1 After execution of deliveries made by EuroLam the customer must pay for these within 14 days, as from the invoice date. Punctual payment is determined on the basis of the date of receipt of the payments or of the unconditional credit entry on the account of EuroLam. EuroLam has the right to demand a down payment of up to 100 % of the value of the goods.
- 6.2 The payment is to be made by transfer to EuroLam. EuroLam is not obligated to accept payment by cheque or by bills of exchange; at any rate the surrender of a cheque or a bill of exchange is made solely on account of performance. The surrender does not lead to a deferment of the payment claim. The costs associated with the utilization of a cheque or a bill of exchange are to be borne by the customer. If payments of the customer are made by means of payment that have been procured by the customer through discounting of an acceptor bill, the payment entitlement is first extinguished with the redemption of the bill by the customer.
- 6.3 If the customer fails to meet his/her/its payment obligation within the period specified under point 6.1 ("default on payment"), EuroLam can demand interest after due date to the value of 8 % above the respective valid base rate of interest as from the date of expiry of the period.
- 6.4 If the customer defaults on any payment obligation whatsoever, or if circumstances occur due to which the financial situation of the customer worsens or his/her/its creditworthiness is impaired, or justified doubts as to his/her/its creditworthiness exist, all other claims of EuroLam vis-à-vis the customer will become due at one and the same time. In this case EuroLam is entitled to withdraw from the contract and/or, after prior written notification vis-à-vis the customer, to discontinue further deliveries until full payment has been made or until a change in the circumstances referred to in sentence 1.
- 6.5 Provided no statutory regulations stand in the way of this, the customer can only offset against claims of EuroLam with counterclaims that are uncontested or have been legally established. The same applies to the exercising of right of retention, including the rights arising from section § 369 of HGB [German Commercial Code].

7. Liability for Material Defects, and Acceptance

- 7.1 Unless some deviating regulation is reached in what follows, the liability for material defects, for deliveries of EuroLam, is in keeping with the statutory regulations.
- 7.2 The customer is obliged to examine the delivery directly after hand-over. Recognizable defects found during examination of the delivery after hand-over must be reported to EuroLam by the customer immediately, while other defects must be reported immediately after their discovery, in each case with a description of the defect and of the time of discovery, and any missing or faulty material, all in writing and within a period of a week after delivery of the goods. Farther-reaching obligations of the businessman in accordance with section § 377 of HGB [German Commercial Code] remain unaffected. If the customer fails to discharge this obligation to examine/report properly or in good time, the delivery is regarded as having been approved by the customer. Initially the customer can demand only subsequent performance vis-à-vis EuroLam. As subsequent performance EuroLam can itself choose between elimination of the defect or delivery of a non-defective item. Should subsequent performance by EuroLam also fail at the second attempt, the statutory regulations apply with the stipulation that the customer is only entitled to withdraw from the contract if and to the extent that the goods have not as yet been built as a significant component on a piece of land. In this case the customer is only entitled to reduction of the purchase price. In the case of an insignificant defect the right to subsequent performance is excluded; the receipt of contract performance by the customer cannot, in this case, be refused. If only a part of the delivery is defective, any right of withdrawal of the customer exists only with respect to this defective part, unless the other part of the delivery is not utilizable by the customer.
- 7.3 In the case of violation of a delivery obligation by EuroLam that does not have to do with a defect of the delivery itself, the customer is only entitled to withdraw from the contract if EuroLam is answerable for the violation of the delivery obligation. EuroLam does not accept responsibility for the fact that the delivery does not work faultlessly in conjunction with other products.
- 7.4 Unless there are compelling statutory regulations to the contrary, claims based on liability for material defects are excluded by EuroLam, particularly in the following cases:
- if the customer himself/herself/itself has made changes to the delivery, or has had these made by a third party, or if he/she/it has processed the delivery;
 - if the customer has disregarded specific EuroLam directives for use associated with the delivery, in particular the accompanying or labelled work and/or assembly instructions, or if he/she/it has used inappropriate accessories or spare parts for the purposes of the contract in connection with deliveries of EuroLam;
 - if the customer makes use of the delivery other than for the contractually presupposed use or for the normal use, or assembles this in a non-flawless way, or fails to properly put the delivery into operation, in view of the respective current states of science and technology.
- 7.5 If the delivery is defective the customer cannot lay claim to compensation, to the extent that there are no compelling statutory regulations to the contrary. All liability is excluded for damage that can be traced to unsuitable or improper use, unloading, handling, faulty assembly or putting into operation by the customer or a third party, unsuitable working materials, defective construction work, or wear and tear.
- If and to the extent that EuroLam fails to make a due delivery, or to deliver as contractually agreed, the customer must set EuroLam, in writing, an appropriate deadline for delivery. The setting of the deadline must contain the declaration that the customer refuses acceptance the delivery after expiry of the deadline. With the fruitless expiry of the deadline set by the customer the claim to delivery is excluded;
 - If, due to a defect in the delivery, the customer withdraws from the contract with EuroLam, EuroLam can demand from the customer that he/she/it declares for

EuroLam in writing, within a period of 2 weeks as from the assertion of the withdrawal, whether he/she/it abides by his/her/its withdrawal from the contract or instead demands compensation. If the customer fails to make use of its choice vis-à-vis EuroLam in good time, the entitlement of the customer to compensation is excluded.

- 7.6 To the extent that acceptance has been agreed on, the customer is obliged to carry this out within a week of notification of completion by EuroLam. The customer is also obliged to acceptance of the delivery if insignificant shortcomings exist that would not particularly impede the utilization.
- 7.7 Claims based on liability for material defects are subject to a limitation period of 4 years after delivery. This does not apply if the customer has decided not to commission EuroLam with the servicing of the delivered goods for the duration of the periods of limitation; in this case there is only a period of limitation of 2 years.
- 7.8 If it is found, in the context of correction of defects, that the defects reported by the customer are not covered by the liability, the customer must reimburse EuroLam for the costs incurred (e.g. for hours of work, work costs, spare parts, travelling costs, etc.) at the appropriate prices in each case.

8. Liability

- 8.1 Regardless of the legal argument, EuroLam accepts liability for damage that is traceable to a defect in the delivery by itself, or due to some behaviour or refraint, only to the extent that such damage is not contractually untypical and not unforeseeable, and only within the following limits:
- in cases of malintent or gross negligence of legal representatives, senior employees or other agents of EuroLam, without limitation;
 - in cases of culpable violation of significant contractual obligations (cardinal obligations) by EuroLam, its legal representatives or other agents, without malintent or gross negligence, limited to the invoice sum for the delivery.
- 8.2 For damage that is traceable to the behaviour of an employee or of agents, EuroLam is only liable if these persons were acting in the exercising of their work. EuroLam is also free of such liability if the damage was due to circumstances that could not have been avoided, even by taking the greatest care, and the consequences of which could not have been averted (e.g. strike, force majeure).
- 8.3 For risks insured by EuroLam, its liability per case of damage is limited to the cover sums for liability and for performance in the employer's liability insurance concluded by EuroLam.
- 8.4 For the loss of data and programs, or for their recovery, EuroLam is also liable only within the framework of points 8.1 and 8.2, and also only to the extent that this loss could not have been avoided by appropriate cautionary measures of the customer, particularly the daily making of backup copies of all data and programs and by accuracy checks.
- 8.5 Apart from this, liability on the part of EuroLam is excluded, unless there are compelling legal provisions to the contrary. In particular, EuroLam accepts no liability for violation of secondary obligations, lack of economic success, lost profit, indirect damage, consequential arising from defects and damage arising from claims of third parties vis-à-vis the customer.
- 8.6 The limitation on liability in keeping with points 8.1 to 8.5 does not apply for damage to body, life and health.

9. Industrial Property Rights and Copyright

- 9.1 If and to the extent that a third party enforces justified claims against the customer due to violation of industrial property rights or copyright (hereinafter referred to as "protected rights") relating to a delivery developed and/or made by EuroLam, EuroLam accepts liability, unless there are statutory regulations to the contrary, as follows:
- At its own choice and at its own cost, EuroLam will either obtain a right of use to the delivery developed and/or made, or will alter the delivery such that the intellectual property rights are no longer violated, or will replace the delivery, if the presupposed use of the delivery, in keeping with the contract, is not thereby impeded. If and to the extent that, through the measures mentioned in sentence 1, EuroLam is unable to finally provide the customer with the contractually due right of use, the customer is entitled, after setting an appropriate deadline, to withdraw from the contract;
 - EuroLam is only obligated to the measures mentioned in a) sentence 1 if the customer of EuroLam reports the violation enforced by the third party immediately and in writing, giving the significant description of the violation, refuses to recognize a violation, and the customer concedes to EuroLam, without limitation, all decision-making authority as to the legal defence and the implementation of settlement negotiations. If the customer ceases to make use of the deliveries for reasons of minimization of damage, or for other important reasons, he/she/it is required to notify the third party that this cessation is not to be regarded as recognition of a violation of protected rights.
- 9.2 Claims of the customer in keeping with point 9.1 are excluded, if and to the extent that the customer is answerable for the violation of protected rights. Claims of the customer are also excluded if and to the extent that the violation of protected rights is due to special directives given by the customer, by utilization that could not be foreseen by EuroLam, or by the alteration of deliveries by the customer, or their use together with other deliveries not made by EuroLam.
- 9.3 The customer is obliged to support EuroLam to the best of his/her/its abilities in defending against the violation of protected rights.
- 9.4 The customer, on the other hand, must free EuroLam from all claims of third parties raised vis-à-vis EuroLam due to violation of industrial property rights or copyright if the violation results from an explicit instruction of the customer vis-à-vis EuroLam, or if the customer alters the delivery, or integrates it in a system of a third party.
- 9.5 The programs and associated documentation provided by EuroLam are intended for the customer's own use in the context of a simple, non-transferable licence, this applicable solely to the deliveries made by EuroLam. The customer must not make these programs and documentation accessible to a third party without the prior written consent of EuroLam, not even in the case of a resale of the EuroLam hardware. Copies - without acceptance of costs or liability by EuroLam - may only be made for archiving purposes, as replacements, or for purposes of fault-detection. If originals bear a copyright-indicating comment, this must also be attached by the customer to copies.

10. Special Assembly Conditions

- 10.1 If EuroLam undertakes assembly or construction work, the contracting regulations for construction work VOB/B, in their currently valid form at the time of conclusion of contract, will apply in addition to, or subordinate to, these standard terms of business.
- 10.2 EuroLam is entitled to have assembly and construction work performed by subcontractors chosen by it.
- 10.3 EuroLam is entitled, deviating from the terms of payment under point 6, to make use of appropriate part payments on the agreed remuneration, initially to the value of the material costs, after the first delivery of materials.

11. Other Points, Place of Jurisdiction, Applicable Law, Escape Clause

- 11.1 If the customer discontinues payments or if insolvency proceedings are applied for with respect to his/her/its assets, EuroLam is entitled, for the non-fulfilled part of the order, to withdraw from the contract.
- 11.2 Unless something else has been explicitly agreed on, the place of performance for the delivery commitments is the registered place of business of EuroLam.
- 11.3 The customer must not assign the rights and obligations arising from the existing contract with EuroLam without the prior written approval of EuroLam.
- 11.4 The customer hereby consents to the fact that data that becomes known in the context of the contractual and business relationship can be stored and processed by EuroLam, in the sense of the German Data Protection Law, and transferred by EuroLam to its affiliated group enterprises, as well as to third parties, for purposes of customer care and maintenance, to the extent that this is necessary for implementation of the contract, particularly for order processing and customer support, whereby the interests of the customer must be taken account of.
- 11.5 For all disputes arising from or in connection with the contract and its fulfilment, the exclusive place of jurisdiction is the place of the registered address of EuroLam. EuroLam, however, is also entitled to take legal action at the general place of jurisdiction of the customer.
- 11.6 The law of the Federal Republic of Germany applies exclusively to all legal relationships between the customer and EuroLam. Use of the UN-Convention on Purchase Law of 11th April 1980, as well as of German Collision Law, is excluded. The contract language is German. For the interpretation of trade terms, the INCOTERMS apply in the valid version at the time of conclusion of contract.
- 11.7 Should a provision of these standard terms of business prove to be ineffective, impracticable or incomplete, whether at present or at some future date, this will not detract from the effectiveness of the other provisions. In place of the ineffective, impracticable or missing provision, that provision that the parties would reasonably have agreed on, had they been aware of the ineffectiveness, impracticability or incompleteness at the time, will be taken as applying.

