

**WAGNER Group General Terms and Conditions of Purchase  
for the procurement of goods  
for use in business transactions with companies**

**§ 1**

**General provisions**

- (1) These General Terms and Conditions of Purchase (hereinafter "General Terms") apply to all agreements ("Agreements") entered into by J. Wagner GmbH, WALTHER Spritz- und Lackiersysteme GmbH, IONIQ Skincare GmbH & Co.KG or Reinhardt Technik GmbH (the respective ordering company in the WAGNER Group "we") with companies as defined by § 14 German Civil Code (BGB), legal persons of public law as well as special funds under public law ("Contractor") for the supply or manufacture and supply of production material, non-production material and miscellaneous goods ("Goods") by the Contractor. The General terms do not apply to consumers as defined by § 13 German Civil Code (BGB). We hereby expressly reject any supply terms and conditions used by the Contractor or any other terms; these will not form part of the Agreement, even if we knowingly accept terms and conditions of supply that contradict or deviate from these General Terms or if we accept deliveries or services on other terms from the Contractor.
- (2) Any deviations from or additions to these General Terms are only valid if we have expressly accepted these in writing and only apply for the corresponding Agreement for which they were agreed.
- (3) The General Terms are deemed a framework agreement (§ 305 para 3 BGB) at the time of our placing an order, as well as for later Agreements with the same contractor as set out in § 1 (1), without the need for us to reaffirm them.
- (4) In the absence of any written agreement to the contrary, a contract only comes into force between the respective ordering company in the WAGNER Group and the contractor. Any companies in the WAGNER Group that are not participating in a purchase do not accept any obligations arising from the Agreement entered into as a result of the placing of the aforesaid order.

## § 2

### **Conclusion of Agreement; Sample production; Amending the Agreement**

- (1) The contractor can only accept our orders within any given deadline where applicable, otherwise within 3 calendar days of the order date stated in the order, by way of written confirmation (e.g. letter, email). Timely receipt by us of the written confirmation of acceptance is of the essence.
- (2) The preparation of offers and quotations as well as any other similar activities by the contractor in preparing for the order will be free of charge unless otherwise agreed.
- (3) In the event that we place orders based on our construction drawings, the contractor must initially provide us free of charge with a sample. Serial production is only permitted once we have approved the sample. If the contractor has any concerns about the nature of the work requested by us, the contractor must without delay share those concerns with us in writing. The contractor is in particular obliged to notify us about any concerns regarding construction, functionality, the materials to be used or other similar factors.
- (4) Where reasonable for the contractor we can also following conclusion of the Agreement stipulate changes to the Goods, the service or other conditions of the Agreement (e.g. supply or service date).
- (5) The contractor must have our prior written consent before being permitted to make any changes to the previously approved Goods, the service, the manufacturing process or the manufacturing location. This also applies to changes to standard components.
- (6) Goods made based on our construction drawings are only permitted to be supplied to us, unless we expressly consent to their supply to a third party.
- (7) Unless we have provided prior written consent to the contrary, the contractor is not permitted to meet their contractual manufacturing or service obligations by rendering the service through a third party (e.g. subcontractor).

### § 3

#### Price; Payment terms

- (1) The price stated in the order is binding. All prices are DDP (Incoterms 2010) to the destination stated in the order, are inclusive of packaging and are plus any applicable VAT, unless otherwise agreed.
- (2) All invoices must contain all information required by law and must - in accordance with the provisions in our order - state the order number or commission number identified in our order. The contractor must send us the invoice in duplicate. In the case of the supply of Goods, the contractor must send us the invoice separately from the Goods. We will reject any incorrectly presented invoices. The contractor is responsible for the consequences of any incorrectly presented invoices.
- (3) Unless we have made an alternative agreement with the contractor, payment of the price will be made (i) within 14 calendar days from supply of the Goods and receipt by us of correctly presented invoices and with a 3% early payment discount applied, or (ii) within 30 calendar days of supply of the Goods and receipt by us of correctly presented invoices and strictly net.
- (4) Unless we have made an alternative agreement with the contractor, if the Agreement provides for an acceptance inspection of the Goods or acceptance of the services to be rendered, payment of the price will be made (i) within 14 days of acceptance and receipt by us of correctly presented invoices and with a 3% early payment discount applied, or (ii) within 30 calendar days of acceptance and receipt by us of correctly presented invoices and strictly net.
- (5) We have set-off and retention rights to the extent permitted by law.
- (6) Payment of an invoice does not constitute a waiver in respect of notice of defects or claim for defects with regard to the Goods or services described in the invoice.
- (7) Interest payments in accordance with § 353 German Commercial Code (HGB) are excluded.

## § 4

### **Supply terms; Supply and Service deadlines; Delivery delays**

- (1) All deliveries are DDP (Incoterms 2010) to the destination stated in the order. In the event no destination is specified in the order, our usual delivery address is the destination and the place of performance for the supply obligation.
- (2) The supply and service dates are binding. Decisive in determining compliance with delivery and service dates or delivery and service periods is the arrival of the Goods in the destination or the punctuality of the service compared to the timescale defined in the Agreement.
- (3) Part deliveries or part services from the contractor are in principle not authorized, unless they have been expressly agreed to in writing.
- (4) The contractor is obliged to notify us without delay and in writing if circumstances arise or become known to the contractor that mean that the agreed delivery or service dates, or delivery or service periods, cannot be met.
- (5) We reserve the right to return anything delivered earlier than agreed, at the contractor's cost. In the event that anything delivered earlier than agreed is not returned, we will store the Goods until the delivery date, at the contractor's cost and risk. In the event of an early delivery, we reserve the right to make payment only on the agreed due date.
- (6) In the event of any delay in delivery or service on the part of the contractor, we are entitled to claim a contractual penalty in the amount of 0.2% of the price (net invoice value) of the delayed Goods or services per completed working day, up to a maximum though of 5% of the price (net invoice value). The right to claim the contractual penalty can be retained by us up to the point of final payment for the affected delivery or service. Our further legal rights remain thereby unaffected. In accordance with statutory provisions, the contractor must consequently compensate us for all damages arising from the delay. Our acceptance of a delayed delivery or service does not constitute a waiver of our right to claim for damages. The contractual penalty will be credited against any damages claim.

## § 5

### **Packaging; Quantities and weights**

The Goods should be packed carefully by the contractor in order to avoid damage. The contractor will comply with the rules regarding packing in accordance with the quality assurance agreement ([www.wagner-group.com](http://www.wagner-group.com)) prevailing at the time of the order.

## § 6

### Transfer of title

- (1) Ownership of the Goods transfers to us upon delivery or upon payment of the price at the latest. In the event that the contractor, contrary to S. 1, retains ownership in an individual case, all forms of (i) extended retention of title or (ii) resale, processing, reconfiguring, combination, mixing or prolonged retention of ownership are excluded. We are without exception and without limitation permitted to use and dispose of the Goods in our normal course of business.
- (2) Following the processing, mixing, combining or reconfiguring of the Goods by us, we acquire, at the latest upon such reuse and in accordance with statutory provisions, ownership of the end product.

## § 7

### Quality assurance

- (1) The contractor guarantees that their Goods and services meet the contractually agreed standard (especially with regard to drawings, data sheets, models, agreements about quality characteristics to be complied with, and other specifications) and all relevant statutory provisions. The contractor is thus responsible for the quality of their Goods and services. In order to ensure that the Goods and services meet the specifications and the relevant statutory provisions, the contractor must introduce, use and maintain an effective quality management system.
- (2) We are permitted by means of our own audits, or audits of the contractor carried out by our agents, to test whether the contractor's quality management system complies with the contractual agreements. We or our agents will announce audits in a timely fashion i.e. five (5) working days' notice. The contractor will make available all non-confidential documents necessary for the audit.
- (3) Our quality assurance agreement prevailing at the time of the order applies to all deliveries and services. This quality assurance agreement consequently is part of all contracts.
- (4) Our prevailing quality assurance agreement can be viewed at [www.wagner-group.com](http://www.wagner-group.com). The contractor undertakes to comply with this quality assurance agreement.

## § 8

### Outgoing and incoming Goods inspection

- (1) The contractor undertakes to verify the quality of the Goods as part of a comprehensive incoming and outgoing Goods inspection in such a way that we can trust in the contractor to carry out quality control conscientiously, so that an additional incoming Goods inspection on receipt by us is only required for random sampling purposes or because of variances in identity or quantity, any visible damage to packaging indicating damage incurred in transport and other obvious defects.
- (2) Since the performance and documentation of the required quality inspections is the responsibility of the contractor, we will on delivery only randomly sample at Goods in and investigate variances in identity and quantity, as well as clearly visible transport damage and obvious defects, and will raise these issues with the contractor within a reasonable time, which shall be at least ten (10) calendar days from arrival of the Goods. In the case of hidden defects the complaint is deemed timely if it is lodged within five (5) working days of the discovery of the defect. We are under no obligation to further investigate or complain.

## § 9

### Warranty

- (1) Unless otherwise agreed hereinafter, our rights in the event of defects in Goods or title are determined by statutory provisions.
- (2) The contractor guarantees that all Goods and services delivered by them meet the agreed specification, are the latest technology, and meet the statutory provisions and the relevant guidelines of the authorities, professional bodies and trade associations. This applies in particular with regard to environmental protection regulations in the European Union, the Federal Republic of Germany and the domicile of the contractor. The contractor guarantees that they are not aware of any imminent changes to these statutory provisions and guidelines that cause the Goods or services supplied by them to be in contravention of the amended provisions and guidelines. The contractor further guarantees that all of the Goods and services supplied by them are fit for the purpose of the Agreement.
- (3) Any defects must be remedied by the contractor within a reasonable timescale either by rework or replacement, at our discretion. The place of delivery for the remedy is the place where the defective Goods are located.
- (4) The contractor shall bear all of the costs of the remedy, in particular the costs of investigation and analysis of the defect, as well as the labor, materials, transport and travel costs. The contractor must furthermore refund all expenses incurred for the removal of defective Goods and the mounting or installation of the reworked or delivered, defect-free Goods.

- (5) If the contractor does not meet their obligation to remedy the defect within a timescale reasonably set by us, we can remedy the defect ourselves or arrange for it to be remedied (self-help). In this event, we can claim a refund of all of the associated costs from the contractor unless the contractor cannot be held accountable for the breach of duty.
- (6) If the contractor's remedy fails or, because of special circumstances, is unacceptable to us, in particular because of urgency, risks to operational safety or the risk of an imminent occurrence of disproportionate damages, we are not required to set a deadline prior to our self-help.
- (7) The limitation period for our contractual claims because of defects in Goods or title (warranty period) is three (3) years from the transfer of risk, so long as no longer limitation period applies in law.
- (8) Our further legal rights remain unaffected, in particular the rights to withdrawal, reduction and/or claims for damages.

## **§ 10**

### **Industrial property rights**

- (1) The contractor guarantees that the intended use of the Goods and services by us and our customers does not breach the rights of any third parties.
- (2) Should any claims be asserted against one of the parties of actual or alleged breaches of the rights of third parties in connection with the Goods or services or if there is a reasonable expectation that such claims might be asserted, the parties will without delay notify the other.
- (3) Should the Goods or services breach the rights of third parties and in the event this leads to claims by third parties against us, the contractor must indemnify us against these claims by third parties as well as any costs and damages arising in connection with our involvement in these claims (including any reasonable prosecution and legal defense costs) unless the contractor cannot be held accountable. The obligation on the contractor to deliver contractually compliant Goods or services remains unaffected.
- (4) In the event of third parties asserting rights that prevent us or our customers using the Goods or services as intended, the contractor will at its own cost and at our discretion:
  - acquire the right for us and our customers to use the Goods or services as intended;
  - modify the Goods or services without impairing the agreed characteristics and specifications in such a way that no third party rights are infringed;
  - replace the Goods or services with another object or service that has the same characteristics and meets the agreed specifications, but does not infringe the rights of any third parties; or

- take back the Goods or services and refund the price.
- (5) Further claims and rights of ours in accordance with statutory provisions, in particular with regard to compensation for damages, remain unaffected.

## **§ 11**

### **Supplier recourse**

In relation to the contractor, the statutory provisions regarding supplier recourse apply in accordance with §§ 445a und 445b.

## **§ 12**

### **Representations and warranties**

To the extent that a contractor warrants the condition of the Goods or services, they are liable for the breach of warranty, in particular for fulfilling the warranty and compensating for the damages caused by the breach of warranty. Unless otherwise agreed in the warranty, any claims arising from the warranty expire by limitation after three (3) years in accordance with the regular period of limitation in § 195 BGB. The period of limitation begins with the end of the year in which the claim has arisen and in which we learned of the circumstances giving rise to the claim and the identity of the party liable or would have learned in the absence of gross negligence.



### **§ 13**

#### **General liability**

- (1) If a breach of duty by the contractor causes a claim by a third party against us, the contractor shall indemnify us against this claim and compensate us for all other damages arising from the breach of duty. This does not apply if the contractor cannot be held accountable for the breach of duty.
- (2) In the event that we are unable to fulfill a delivery or service obligation for a customer because the contractor does not meet their delivery deadline or supply schedule or their service deadline or service schedule in accordance with an Agreement, the contractor shall indemnify us against all claims for damages and contractual penalties from the customer, unless the contractor cannot be held accountable for the failure to meet the delivery deadline or schedule and service deadline or service schedule.
- (3) The liability of the contractor in accordance with statutory provisions remains unaffected.

### **§ 14**

#### **Product and manufacturer's liability**

- (1) If the contractor's Goods or services could give rise to a risk to life or limb or other damages including financial loss for third parties, we are entitled, at the contractor's cost, to take all measures such as public warnings and product recalls, which we are obliged to do or for special reasons are appropriate, to protect third parties against damage. We will if possible and reasonable speak with the contractor as soon as possible and give them the opportunity to respond. The contractor will cooperate openly and honestly with us to rectify the dangers arising from their products as quickly and effectively as possible.
- (2) Should the contractor have reason to believe that their Goods or services could give rise to a risk to life or limb or other damages including financial loss for third parties, they must without delay notify us in writing with an explanation of the situation.
- (3) Should we become subject to a claim related to product and/or manufacturer liability from a third party and if this can be traced back to faulty Goods or services from the contractor, the contractor shall - in as much as the contractor is themselves liable to third parties - indemnify us against these claims.
- (4) Claims by us and our rights under statutory provisions remain unaffected.

## § 15

### Insurance

To insure against any risks resulting from the fulfillment of the Agreement, the contractor shall take out industry-standard and suitable public liability insurance, as well as industry-standard and suitable product liability insurance that also provides cover for recalls. Public liability insurance and product liability insurance must each provide cover of at least EUR 10 million per claim event and EUR 15 million per calendar year and must be in place for the duration of the Agreement and for the liability period pertaining to the Goods and services supplied based on this Agreement. On demand by us, the contractor shall regularly provide evidence of this insurance and the amounts of cover. The conclusion of the insurance agreements does not release the contractor from their liability to us.

## § 16

### Production materials

- (1) Any technical documents, images, plans, drawings, calculations, instructions, standard worksheets, product descriptions, tools, substances, templates, models, materials (e.g. software, finished and half-finished products) and other objects (hereinafter "production materials") remain our property. All copyrights to the production materials remain with us.
- (2) The contractor is permitted to use the production materials for the sole purpose of manufacturing the Goods, providing the service and fulfilling their duties arising from the Agreements and shall not make the production materials available to third parties. The contractor will only change the place where the production materials are kept or used with our prior written consent.
- (3) The contractor will store the production materials for us free of charge and separate from other items. Any property marks of ours on the production materials must not be damaged, destroyed or removed by the contractor.
- (4) The contractor will handle the production materials with care and in the correct manner. The contractor is liable for any damage or loss to the production materials unless they cannot be held accountable.
- (5) When the production materials are tools, the contractor will carry out the required inspections and servicing at their cost. Damage and malfunctions relating to tools will be notified to us by the contractor without delay.
- (6) The contractor will insure the production materials for an industry-standard amount against loss, damage and destruction and must provide proof of insurance to us on demand. The contractor hereby transfers to us the benefit of any insurance claims made on the insurance agreement for loss, damage or destruction of the production materials. We accept the transfer herewith.

- (7) Upon our demand, the contractor must surrender or destroy the production materials. If we have consigned any production materials to the contractor for a specific Agreement, the contractor shall without being asked upon completion of the Agreement surrender all of the production materials concerned, including any duplicates made, unless the production materials are also needed for future contracts. At no later than the end of the business relationship with us, the contractor shall give the production materials back to us, or shall destroy them at our request. The contractor has no right of retention. Working copies are excluded from the obligation to surrender production materials, if the contractor is required by law to retain a working copy. These working copies, especially documents that serve as evidence of the correct performance of the work, must be stored securely out of reach in line with the schedules given by us or with the statutory periods for third parties. Upon the expiry of these periods, the contractor will also hand over these working copies to us or destroy them at our request.
- (8) In the event that production materials are combined or inextricably mixed with other items not belonging to us, we acquire joint ownership of the new item in proportion to the value of these production materials compared with the other combined or mixed objects at the time they were combined or mixed. If the combination or mixing is done in such a way that a contractor's product is seen as the main item, it is agreed that the contractor herewith transfers joint ownership in the new product to us in proportion to the value of these production materials compared with the other combined or mixed objects at the time they were combined or mixed. We hereby accept the transfer.
- (9) The processing or remodeling of production materials by the contractor is always done for us. In the event that production materials are processed with other items not belonging to the contractor, we acquire joint ownership of the new item in proportion to the value of these production materials compared with the other processed items at the time they were processed.
- (10) For items that we own or jointly own following their combination, mixing, processing or remodeling, the rules set out in § 16 (1) through § 16 (7) apply respectively.

## **§ 17**

### **Spare parts supply**

The contractor is obliged to provide spare parts for the Goods supplied to us for a period in each case of ten (10) years from the transfer of risk of the Goods concerned and during this time to accept our orders for spare parts in appropriate numbers and at normal market prices.

## § 18

### Foreign trade and export control data

- (1) The contractor is obliged with regard to the Goods or services to inform us in writing and without delay about any export authorization requirements and restrictions in German, European and international (re)export control law, in particular US law. The contractor must indicate the following information about the Goods on the documents that accompany the Goods (especially the invoice and delivery note):
  - details about whether the Goods are subject to the issue of an export permit and the relevant list number;
  - Details of any possible recording in the US Commerce Control List (CCL) and the relevant list number (Export Control Classification Number);
  - Details of whether the Goods are subject to the issue of an export permit in accordance with the EC Dual-Use Regulation and the relevant list number;
  - Statistical goods number (HS code) as per the commodity classification for foreign trade statistics (WA);
  - non-preferential (trade policy) and preferential origin of goods;
- (2) The contractor must provide evidence, without being asked, of the non-preferential and, where available, the preferential source of the Goods in accordance with the requirements of the relevant provisions. The contractor is obliged to provide supplier declarations and/or declarations of source in accordance with the then prevailing statutory provisions.
- (3) On request, the contractor is to support us with investigations by national authorities in connection with the Goods or services, to provide us with all additional foreign trade data about the Goods, make available relevant documents and to inform us in writing and without delay about any changes in the existing data about certain Goods.

## § 19

### Confidentiality

- (1) The contractor undertakes not to disclose nor make available to third parties our company and trade secrets, especially all images, drawings, calculations, designs and other technical and commercial information concerning us (hereinafter "Confidential Information"), that becomes known to them in the course of the fulfillment or performance of an Agreement, during and after the ending of our business relationship. The contractor is only permitted to use Confidential Information to carry out an Agreement and to make it available only to those employees who need to use it to fulfill the Agreement. The contractor shall impose these confidentiality obligations on these employees also in order to ensure that they adhere to the duty of confidentiality.
- (2) By way of exception, the confidentiality agreement does not apply to data and information (i) that at the time of disclosure to the contractor was already in the lawful possession of the contractor, (ii) that at the time of disclosure to the contractor was in the public domain or entered the public domain without any breach of the confidentiality agreement, (iii) that the contractor independently established without the use of Confidential Information, (iv) if we gave prior written agreement to the disclosure or (v) if the contractor or one of their employees is obliged to do so in law or following a judgement by a court or administrative authority. The contractor bears the burden of proving the existence of exceptions (i) to (v).
- (3) We reserve all rights to Confidential Information (including copyrights and the right to register industrial property rights such as patents etc.).

## § 20

### Compliance

- (1) The contractor undertakes to respect all laws and provisions of any countries in which they are active. They undertake with us neither to participate in any corrupt practises nor human rights abuses, regardless of whether directly or indirectly, actively or passively. The contractor is responsible for the protection of their employees and the environment. The contractor will also impose these obligations in accordance with § 20 on their employees and business partners.
- (2) The contractor is in particular obliged to refrain from any behavior that can lead to punishment for fraud or breach of trust, insolvency offenses, anti-competitive offenses, bribery or corruption of people employed by us or third parties.
- (3) In the event of a breach of § 20 we have the right to withdraw from the Agreement without notice i.e. the right to terminate all transactions with the contractor and the cessation of all negotiations. The right to make claims for damages against the contractor remains unaffected.

## § 21

### Data protection

- (1) The contractor will observe the principles of correct data processing and especially in the handling of personal data to comply with the relevant statutory provisions.
- (2) The contractor is obliged to use the data made available (especially customer data) only in the fulfillment of the relevant Agreement for which the data was made available.

## § 22

### Other obligations on the contractor

- (1) The contractor is obliged to adhere to the provisions of public law.
- (2) The contractor is in particular obliged to observe the minimum wage law (MiLoG) and the law on mandatory working conditions for cross-border workers and for employees normally employed in Germany (AEntG) in its prevailing form and in particular to pay the legal minimum wage to its employees.
- (3) If a claim is made against us under the terms of §§ 13 MiLoG, 14 AEntG by any of the contractor's employees or by a subcontractor of the contractor or a temporary worker, the contractor shall indemnify us against any liability under §§ 13 MiLoG, 14 AEntG and refund any costs arising for us from the demand against the contractor, unless the contractor cannot be held accountable. We are entitled to withhold payments equal to all amounts of payments due from the contractor under the terms of §§ 13 MiLoG, 14 AEntG and to offset any claims against each other.
- (4) In the event that the contractor passes the contractual service or parts thereof after receipt of our written consent to a subcontractor or temporary worker, the contractor undertakes to adhere to the requirements of § 22 (2) and to ensure the other duties set out in the Agreement are contractually assured with the relevant subcontractor or temporary agency.
- (5) The contractor undertakes to provide evidence, on demand from us, of the payment of the minimum wage by them and by the subcontractor or temporary agency contracted to work on their contract. We are entitled to study anonymized lists of the contractor's wages and payrolls.
- (6) In order to secure our claims we reserve the right to demand, at any time, a form of security, such as a bank guarantee.
- (7) If the contractor or a subcontractor or temporary employment agency employed by the contractor fails to pay their employees the minimum wage in contravention of § 1 MiLoG or contravenes the rules of AEntG with their payments, we have the right to terminate for cause or to withdraw from the contracts with the contractor.

## **§ 23**

### **Acts of God**

- (1) Acts of God, industrial disputes, riots, official measures and other unforeseeable and unavoidable events, despite the application of due care, relieve the parties from their service obligations for the duration of the disruption and to the extent of their effect. The parties are obliged to make available to any other affected parties, to the extent that it is reasonable to do so, without delay the necessary information and to act in good faith to adapt their contractual obligations to the changed circumstances.
- (2) Should the events giving rise to the relief from the performance of duties last for longer than eight (8) weeks or if it is foreseeable that the events will last longer than eight (8) weeks, the respective service providers are entitled to withdraw from the Agreement that has been affected by the events. If the Agreement is a continuing obligation, the relevant service provider is accordingly entitled to an extraordinary termination.

## **§ 24**

### **Other provisions**

- (1) The contractor is not allowed to assign their claims against us to third parties without our prior written consent. Regulation § 354a HGB remains unaffected.
- (2) The contractor is only entitled to withhold payment against our claims and only entitled to refunds if their counterclaims have been determined to be uncontested or legally enforceable by a competent court.

## **§ 25**

### **Terms and conditions for procuring maintenance and service**

If the contractor is required to provide us with maintenance, repair or other services in accordance with an Agreement with us, the terms and conditions for the procurement of maintenance and service apply.

## **§ 26**

### **Applicable law; Place of jurisdiction**

- (1) These General Terms and the Agreements are subject to the laws of the Federal Republic of Germany to the exclusion of UN purchasing law (CISG).
- (2) The only courts competent for all disputes about rights and obligations under these general Terms and the Agreements including their enforceability are the competent courts in our domicile. We are however also entitled to raise disputes in the general courts of the contractor.

## **§ 27**

### **Severability clause**

The invalidity or unenforceability of one or several rules in these General Terms does not affect the remaining rules in these General Terms. This is also the case if these General Terms omit a necessary rule. As replacement for the invalid or unenforceable rule, the parties will agree a legally permitted and enforceable rule that comes closest economically in sense and purpose to the invalid or unenforceable rule. Should these General Terms be incomplete, the parties will come to an agreement with content that they would have agreed within the terms of this Agreement, had the omission been discovered when concluding the Agreement.