

Terms and conditions of purchase

1. General, scope of application

1.1 These General Terms and Conditions of Purchase apply to all purchase contracts, contracts for work and services, supply contracts and contracts for work and materials (hereinafter "Contracts") concluded between the

VACOM Vacuum Components & Messtechnik GmbH

In den Brückenäckern 3

07751 Großlobichau, Germany

Managing Director:

Jens Bergner

(hereinafter referred to as "VACOM®"),

and its contractual partners (hereinafter referred to as "Suppliers").

They shall be recognized by the Supplier with the acceptance of our order, but at the latest with the first delivery to VACOM®, and shall apply to all future business with the Supplier.

Individual agreements (e.g. framework supply agreements) take precedence over these terms and conditions and are supplemented by them.

1.2 Deviating terms of delivery of the Supplier as well as amendments, supplements and verbal collateral agreements shall only apply if VACOM® has expressly agreed to them. This shall also apply if the Supplier refers to the validity of its General Terms and Conditions and VACOM® does not expressly object to this.

1.3 The VACOM® Terms and Conditions of Purchase apply to natural persons, legal entities and partnerships with legal capacity acting in the exercise of a commercial or independent activity (entrepreneurs) as well as to legal entities under public law and special funds under public law.

1.4 Unless otherwise agreed, the Incoterms 2020 shall apply. The respective Incoterms clauses shall be interpreted in accordance with the application notes of the International Chamber of Commerce in Paris (ICC).

1.5 The basis for all contracts between VACOM and the Suppliers is the German version of these GPC. Versions of these GPC in other languages are for information purposes only.

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2. Offers, offer documents

2.1 Offers are to be made free of charge and are non-binding and free of charge for VACOM®.

2.2 The offer must correspond to the requested specification of the material. If this is not possible, adjustments or deviations must be indicated.

3. Conclusion of contract

3.1 Only written orders are binding. This also includes adjustments to orders. Written form within the meaning of these GPC includes written and text form (e.g. letter, e-mail, fax).

3.2 The Supplier shall be obliged to notify VACOM® of obvious errors (spelling mistakes, calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction and completion. Otherwise the contract shall be deemed not to have been concluded.

3.3 The contract is concluded as soon as the supplier has confirmed the order expressly and unchanged in writing or has fulfilled the delivery/service.

3.4 In any case, VACOM® reserves the right to withdraw orders within two (2) weeks from the date of the order letter if they have not been confirmed in writing within this period or if the delivery/service has been fulfilled.

4. Scope of services, prices, terms of payment, assignment

4.1 The agreed prices are fixed prices, excluding freight, packaging and any insurance costs, customs duties and taxes as well as other fees, unless otherwise agreed in writing, plus VAT. All costs that do not represent the pure value of the goods must be listed separately. VACOM® does not owe any interest on maturity.

4.2 Unless otherwise agreed in writing, the term of payment shall be thirty (30) days net. The deadlines shall commence upon confirmed receipt of the goods and upon receipt of the verifiable invoice.

4.3 Invoices can only be processed if they bear the VACOM® order number and comply with the statutory provisions of Section 14 (4) UstG. The supplier is responsible for the consequences of non-compliance with the conditions.

4.4 In cases of force majeure, in particular strikes, lockouts, war, shortages of raw materials and energy, operational and traffic disruptions for which VACOM® or the Supplier is not responsible, as well as obstructive sovereign decrees (such as the Covid-19 pandemic and the resulting measures such as plant and border closures, a high number of sick employees, etc.), the course of the period according to Section 4.2 shall be suspended until the obstacle to performance has been removed.

4.5 VACOM® is free to choose the method of payment. VACOM® may choose the means of payment, particularly for transactions involving foreign countries.

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4.6 Invoices must be sent in the form of a PDF file, stating the VACOM® order number, by e-mail to invoices@vacom.de by e-mail.

4.7 The unconditional payment of the invoice amount by VACOM® does not imply acceptance of the contractual performance of the Supplier.

4.8 Claims of the Supplier against VACOM® may only be assigned with express written consent. If the transaction is a commercial transaction for both parties, § 354a HGB applies.

5. Origin of goods, preferences, regulations in international trade in goods

5.1 The supplier undertakes to indicate customs tariff numbers and the commercial origin of goods on order confirmations and delivery-related documents for all items supplied by him.

5.2 The Supplier undertakes to the extent possible to provide VACOM® with a current, valid long-term supplier's declaration (LLE) or declarations of preferential origin on an annual basis without being requested to do so. The Supplier shall notify VACOM® immediately of any changes to the information provided there during the year.

5.3 If the LLE proves to be insufficiently informative or incorrect, VACOM® is entitled to request corrected, complete and customs-certified information sheets on the origin of the goods upon request.

5.4 Upon conclusion of the contract and/or receipt of the order, the Supplier is obliged to identify the goods ordered by VACOM® that are subject in whole or in part to

export or re-export regulations (e.g. dual-use listing). He is responsible for obtaining all releases, licenses and approvals required for the delivery to VACOM® and the worldwide use of the goods by VACOM® or its customers / end users in a timely manner and free of charge for VACOM®. The Supplier shall provide VACOM® with the goods tariff number (HS code), the country of origin and any classifications in accordance with European and US (re-)export control laws for all goods delivered. VACOM® also receives copies of export licenses from the supplier - if these are necessary for the re-export of the goods. The Supplier shall inform VACOM® immediately in writing of any changes to the aforementioned data. The Supplier shall support VACOM® in complying with the applicable customs and export control regulations.

5.5 If the Supplier cannot or can only partially fulfill the contract due to applicable customs and export control regulations, VACOM® shall be entitled to revoke the order or withdraw from the contract. Further statutory claims and rights to which VACOM® is entitled shall otherwise remain unaffected.

6. Delivery, delivery periods, delay in delivery, transfer of risk

6.1 Agreed delivery dates are binding.

6.2 The delivery date shall be deemed to have been met if the delivery is available to VACOM® at the agreed place of performance on the agreed date. This point in time is decisive for the transfer of risk, i.e. the transfer of the risk of accidental loss or accidental deterioration of the item. If acceptance has been agreed, this shall be decisive for the transfer of risk.

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6.3 If the Supplier fails to deliver or perform within a reasonable grace period set by VACOM®, VACOM® shall be entitled to refuse acceptance, withdraw from the contract and/or claim damages. Any additional costs incurred by VACOM® as a result of the Supplier's delay, in particular as a result of the need to procure a replacement elsewhere, shall be borne by the Supplier.

6.4 The Supplier shall notify VACOM® immediately in writing of any recognizable delays in delivery. In the event that VACOM® agrees to a new delivery date, which must be confirmed in writing, VACOM®'s claims for damages shall remain unaffected.

6.5 Each delivery must be accompanied by a delivery bill stating the VACOM® order number and the description of the contents by type and quantity, including article numbers. Partial deliveries are only permitted with the express approval of VACOM®. The remaining quantities must be stated in the delivery document. If the delivery bill is missing or incomplete, VACOM® shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to VACOM® separately from the delivery bill.

6.6 Unless otherwise agreed, deliveries shall be made free to the specified delivery address VACOM® Großlöbichau.

Confirmation of delivery does not automatically confirm proper delivery status.

6.7 The supplier is obliged to pack the goods safely for transportation so that the goods cannot be damaged during normal handling. The costs for packaging shall be borne by the supplier, unless

otherwise agreed. The costs of transport insurance are based on the agreed INCOTERMS 2020. Unless otherwise agreed, the supplier shall bear the costs of transportation insurance.

6.8 Default of acceptance by VACOM® shall be governed by the statutory provisions. If the contract relates to a non-fungible item to be manufactured by the Supplier (individual production), the Supplier shall only be entitled to further rights if VACOM® undertakes to cooperate and is responsible for the failure to cooperate.

7. REACH conformity, information obligations /RoHS EU Directive 2011/65/EC and other substance restrictions and conflict minerals

7.1 The Supplier undertakes to comply with the REACH Regulation (Regulation EC No. 1907/2006) with regard to the goods delivered to VACOM®, including packaging. In particular, he assures that the delivered goods/products and their packaging do not contain any substances on the current candidate list pursuant to Art. 53 para. 1 of the Regulation in a quantity exceeding 0.1% by mass (SVHC substances). The Supplier shall be obliged to (pre-)register all substances delivered to VACOM® itself or have them registered by upstream suppliers if it is subject to registration obligations under REACH. If the supplier himself is not subject to registration under the REACH Regulation, he shall oblige his upstream suppliers to comply with their obligations under REACH. VACOM® shall be provided with written proof of any registration made by the Supplier

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or its upstream suppliers with regard to the goods delivered upon request.

7.2 The supplier shall ensure that if the goods/products supplied by him or their packaging contain substances covered by REACH, these are registered accordingly with REACH. He undertakes to provide VACOM® with all information and documentation required under the Regulation (in particular in accordance with Art. 31 et seq. of the REACH Regulation) within the deadlines specified in REACH or to forward the information from his upstream supplier to VACOM® without delay.

7.3 If VACOM® is held liable by customers, competitors or authorities for a breach of REACH regulations attributable to goods of the Supplier, VACOM® shall be entitled to demand indemnification from the Supplier against such claims or compensation for the damage caused by the lack of REACH compliance.

7.4 The aforementioned obligations apply accordingly (with the exception of the registration obligation) if the supplier has its registered office in a non-EU country. **In particular, it must provide information if an SVHC substance is present in excess of 0.1% or if substances covered by REACH may be released during normal and foreseeable use.**

- a. The supplier must fully comply with the environmental requirements in accordance with German and European law, including EU Directive 2011/65/EC "Restriction of electrical and electronic equipment" and the Electrical and Electronic Equipment Act.
- b. Electrical and electronic equipment in each category and components for such equipment

must comply with the substance bans of EU Directive 2011/65/EC and the laws, regulations, decisions and other provisions issued for its implementation. The supplier must provide a written declaration of conformity. These appliances must bear a CE mark and the symbol in accordance with Annex IV of EU Directive 2002/96/EC (WEEE).

- c. The supplier guarantees that all products comply with the requirements of the RoHS Directive in accordance with sections 1 and 2 above. The Supplier shall compensate all damages and expenses (including costs of legal action) as well as all claims of third parties based on a violation of the RoHS Directive or other applicable environmental regulations for which the Supplier is responsible.

7.5 Furthermore, the supplier confirms that its products do not contain any chemical substances listed in "Section 6 of the TSCA Toxic Substances Control Act (USA)". The supplier further confirms that it complies with the regulations set out in Sections 4, 5, 6 and 8 of the Toxic Substances Control Act (TSCA, USA), including the PFAS Reporting and Recordkeeping Rule introduced in November 2023, with regard to PFAS (per- and polyfluorinated alkyl substances). **Anything to the contrary must be marked on the delivery bill on the material.**

7.6 VACOM® is committed to working with its partners in the supply chain towards greater transparency regarding the origin and traceability of minerals contained in its products. VACOM® will not knowingly source specified metals that originate from facilities in the conflict region that are not certified as "conflict free".

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VACOM® reserves the right to request information from its suppliers and partners at any time about the origin and supply chain of conflict minerals concerned. The suppliers and partners will provide the relevant information promptly.

For more information, please see the link to the **Conflict Mineral Policy**:

https://policy.trade.ec.europa.eu/development-and-sustainability/conflict-minerals-regulation/regulation-explained_en

8. Retention of title, rights of retention, offsetting

8.1 VACOM® recognizes any reservation of title of the Supplier with regard to unprocessed goods stored at VACOM®. However, the supplier's retention of title after processing or after combining or mixing with other goods shall not be recognized.

The retention of title shall expire at the latest after payment of the remaining purchase price by VACOM®. In the event of the resale of the goods still subject to retention of title in the ordinary course of business, which VACOM® reserves the right to do, VACOM® shall assign its claim against the third party to the Supplier in the amount of the Supplier's outstanding purchase price claim.

8.2 The Supplier shall not be entitled to any rights of retention insofar as they arise from counterclaims from other legal transactions with VACOM®.

8.3 The supplier may only offset claims that are undisputed or have been legally established.

8.4 The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that VACOM® provides to the Supplier for the manufacture of a work or an item. Such items shall - as long as they are not processed - be stored separately at the supplier's expense and insured to an appropriate extent against destruction and loss.

8.5 If the Supplier processes the material provided by VACOM®, i.e. the material provided for the manufacture of a work, or transforms it, this activity shall be carried out for VACOM®. VACOM® shall become the direct owner of the new item thus created. If the material provided constitutes only a part of the new item, VACOM® shall be entitled to co-ownership of the new items in the proportion corresponding to the value of the material contained therein.

8.6 Materials provided remain the property of VACOM®. Their use is only permitted for VACOM® orders. In the event of a reduction in value or losses, the supplier must provide compensation in all cases. The processing or transformation of the material shall always be carried out for VACOM®.

8.7 VACOM® reserves the right to ownership of tools and semi-finished products provided. The Supplier is obliged to use the tools/semi-finished products exclusively for the production of the orders ordered by VACOM®. The Supplier shall be obliged to insure the tools/semi-finished products belonging to VACOM® at replacement value against fire, water damage and theft at its own expense. He is obliged to carry out any necessary maintenance and inspection work in good time at his own expense. Any malfunctions must be

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reported to VACOM® immediately. If he culpably fails to do so, claims for damages shall remain unaffected.

9. Models, drawings, tools

9.1 If models, drawings and tools are produced for VACOM®, this is done for VACOM® as the owner.

9.2 These items shall remain with the Supplier on loan until the order has been completed, shall be kept ready for use by the Supplier free of charge and shall be returned free of charge upon request at any time, at the latest after completion of the contract. The right of possession and use hereby agreed shall expire without further ado in the event of an application for insolvency of the Supplier's assets.

10. Design protection, confidentiality

10.1 Documents and information of any kind, such as models, samples, drawings, tools, product descriptions, execution instructions, etc., which are made available to the supplier by VACOM® shall be treated confidentially and shall remain the property of VACOM®. In particular, these may not be used for other purposes, nor may they be reproduced or made accessible to third parties. The supplier shall be liable for the proper and safe storage of these documents. They must be returned immediately upon request. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.

10.2 The delivery of items to third parties based on drawings, models or the like provided by VACOM® is prohibited, irrespective of whether the production is

carried out with or on behalf of VACOM® using tools or other aids.

10.3 If VACOM and the Supplier are subject to the terms of a valid non-disclosure agreement at the time of conclusion of the contract, the terms of the concluded non-disclosure agreement shall prevail and shall be supplemented by this section of these GPC.

10.4 The above conditions also apply beyond the term of the contract.

11. Warranty, guarantee, liability

11.1 Within the statutory periods, beginning with the transfer of risk, the supplier warrants that the delivered goods have no defects that impair their value or suitability, have the agreed or guaranteed quality, are suitable for the use assumed under the contract and comply with the general rules of technology and the statutory and official provisions applicable to their distribution and use.

11.2 In any case, those product descriptions which - in particular by designation or reference in the order from VACOM® - are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description comes from VACOM®, the supplier or the manufacturer.

11.3 In the case of goods with digital elements or other digital content, the supplier shall be responsible for providing and updating the digital content to the extent that this arises from a quality agreement in accordance with the German Civil Code (BGB). Pt. 11.2 or other product descriptions of the manufacturer or on

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his behalf, in particular on the Internet, in advertising or on the product label.

11.4 In the case of transactions involving foreign countries, the supplier guarantees that the conclusion and execution of the contract do not violate statutory, official or other provisions and that all export, customs, tax and other duty regulations of the countries concerned are complied with.

11.5 If the goods do not comply with the conditions agreed in Clauses 11.1 and 11.2 and 11.3, VACOM® may demand that the Supplier either repair the goods or supply a replacement free of charge. If the Supplier does not comply with the request for rectification/replacement delivery within a reasonable period of time set for it, VACOM® shall be entitled to rectify the defect itself and to carry out the rectification itself or have it carried out by third parties at the Supplier's expense. After unsuccessful expiry of the deadline, VACOM® may withdraw from the contract, reduce the purchase price and demand compensation or reimbursement of futile expenses.

If the Supplier has assumed a guarantee for the quality or durability of the goods, VACOM® may also assert claims under the guarantee. VACOM® shall be entitled to all the aforementioned claims without prejudice to other statutory claims.

11.6 If the occurrence of damage due to a defect is imminent (imminent danger), VACOM® shall be entitled, without prejudice to its other claims, to carry out the repair or replacement itself or have it carried out at the Supplier's expense after the defect has been reported to the Supplier. A deadline for rectification is not required in this case.

11.7 The statutory provisions (Sections 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: VACOM®'s duty to inspect shall be limited to defects that become apparent during the incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or that are recognizable during the quality control in the sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Furthermore, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding the duty to inspect, the complaint by VACOM® (notification of defects) shall be deemed to be immediate and timely if it is sent within 14 working days of discovery or, in the case of obvious defects, of delivery.

11.8 Costs incurred by VACOM® as a result of the defective delivery (e.g. inspection and processing costs) shall be reimbursed by the Supplier, as well as the costs for justified returns of the defective goods and costs for replacement deliveries and repairs.

Subsequent performance shall also include the removal of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; VACOM®'s statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and

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material costs, shall be borne by the supplier even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognized or were grossly negligent in not recognizing that there was no defect.

12. Protection of third parties

12.1 The supplier shall be liable, regardless of fault, for ensuring that the delivery and contractual use of the ordered goods does not infringe any industrial property rights or other rights of third parties. This liability also extends to parts that the supplier has obtained from third parties.

12.2 If VACOM® is held liable by third parties for infringements of industrial property rights, the Supplier shall be obliged to indemnify VACOM® against such claims upon first written request. This indemnification obligation also includes the assumption of all expenses incurred by VACOM® in connection with claims asserted by third parties.

12.3 Clauses 12.1 and 12.2 shall not apply if the Supplier has manufactured the goods according to samples, drawings, models or other equivalent descriptions or information provided to him by VACOM® and he could not recognize that the products developed by him would infringe industrial property rights.

12.4 The Supplier undertakes to inform VACOM® immediately after becoming aware of risks of infringement and alleged infringements of property

rights in order to counteract corresponding liability claims.

13. Audit

13.1 VACOM® shall be entitled to have inspections carried out by authorized representatives at the production sites of the Supplier of the goods intended for VACOM® during regular operating hours to ensure compliance with the contractual obligations for the production of the goods. The supplier shall be notified of the audit in good time. The inspection rights of VACOM® shall not apply to those areas of the Supplier's production facilities that are not necessary for the performance of the inspection pursuant to Art. 13.1 and in particular to those areas in which work is carried out or production processes are applied that are subject to confidentiality.

13.2 The Supplier further agrees to the regular performance of supplier audits by experts commissioned by VACOM®. The subject of the supplier audits covers all circumstances relevant to the supply relationship. The associated costs shall be borne by the supplier.

13.3 If the Supplier receives information in connection with the goods - regardless of the reason - which gives rise to doubts as to their marketability, the Supplier shall be obliged to clarify this immediately without reservation and to notify VACOM®. If the supplier is not also the manufacturer, he guarantees that this obligation will be passed on to and retained by his pre-sellers up to the manufacturer.

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14. Producer liability

14.1 Insofar as the Supplier is responsible for product damage, the cause of which lies within his sphere of control and organization and for which he himself is liable in relation to third parties, he shall indemnify VACOM® against claims for damages by third parties upon first request. The claims of VACOM® remain unaffected by this.

14.2 Under the same conditions, the Supplier shall also be liable for expenses incurred by VACOM® due to precautionary measures against product liability claims (e.g. due to product recalls). VACOM® shall inform the Supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment.

14.3 The supplier shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage. He shall provide VACOM® with proof of insurance cover in a suitable form upon request. Any restriction of the insurance cover requires the consent of VACOM®.

15. Supplier recourse

15.1 VACOM® shall be entitled to the statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 (5), 327u BGB) without restriction in addition to the claims for defects. VACOM® shall in particular be entitled to demand from the Supplier exactly the type of subsequent performance (rectification or replacement delivery) that VACOM® owes its customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of necessary

updates. The statutory right of choice (Section 439 (1) BGB) is not restricted by this.

15.2 Before VACOM® acknowledges or fulfills a claim for defects asserted by a customer (including reimbursement of expenses) in accordance with Sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB, VACOM® shall notify the Supplier and request a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by VACOM® shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.

15.3 The claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by VACOM®, the customer or a third party, e.g. by installation, attachment or installation.

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16. Statute of limitations

16.1 The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.

16.2 Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims for defects is **3 years** from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 (1) No. 1 BGB) shall remain unaffected; furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against VACOM®.

16.3 The limitation periods under sales law, including the above extension, apply - to the extent permitted by law - to all contractual claims for defects. Insofar as VACOM® is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

17. Final provisions

17.1 If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of VACOM® in Großlobichau. The

same applies if the supplier is an entrepreneur within the meaning of § 14 BGB. However, VACOM® shall in all cases also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or an overriding individual agreement or at the Supplier's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.

17.2 The place of performance is the agreed place of delivery, unless otherwise specified in the order.

17.3 These General Terms and Conditions of Purchase and the contractual relationship between VACOM® and the Supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

18. Severability clause

Should individual provisions of the contract or these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the other provisions. An invalid or unclear provision shall be replaced by such a provision or interpreted in a way that comes as close as possible to the economic purpose intended by it.