

TRANE MANUFACTURING S.R.O.
GENERAL TERMS AND CONDITIONS OF PURCHASE

I. General

1. All deliveries and services that, as a company or entrepreneur (Section 420 et seq. of the Act no. 89/2012 Coll., Civil Code) (hereinafter referred to as "supplier") provide to us, TRANE MANUFACTURING S.R.O. (hereinafter referred to as "customer", "we" or "us") are governed exclusively by these terms and conditions. Insofar as framework agreements and/or individual law agreements have been concluded between the parties, these shall take precedence. Other general terms and conditions do not apply even if they have not been expressly contradicted in individual cases.

2. Unless otherwise agreed by the parties, the General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") in the version valid at the time of the customer's order, or in any case in the version last communicated to the supplier in text form shall apply to similar future contracts, without us having to refer to them again in each individual case.

3. Legally relevant declarations and notifications of the supplier with regard to the contract (e.g. setting of a deadline, reminder, withdrawal) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. signed letter, certified e-mail, fax), Legal formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

II. Order

1. Orders, contracts and call-offs must be made in writing or confirmed as binding. The supplier must inform us without undue delay of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

2. The supplier is obliged to accept our order within a period of 2 weeks after receipt of the order by written confirmation or to execute it without reservation by dispatch (acceptance).

3. A later acceptance is considered a counteroffer and can be accepted or rejected by us.

4. The supplier may only issue subcontracts with our consent.

III. Changes to the Subject Matter of the Contract

1. Changes to the customary quantities or quality tolerances are reserved to us, as long as the price and / or the essential performance characteristics or the delivery time are not changed and the changes / deviations are reasonable for the contractual partner.

2. If we need a reasonable change in the delivery item after conclusion of the contract, the supplier is obliged to carry out appropriate, open-ended renegotiations with us. In the negotiations, the effects in terms of additional or reduced costs and the delivery date will be taken into account appropriately.

3. The supplier is not authorized, without the prior written consent of the customer, to make changes in relation to the goods (in particular with regard to specifications, additional and not agreed functionalities, drawings, design, software, constructions, production process, time and place of delivery, packaging, quality, quantities and means of transport).

IV. Prices/Invoices/Payment

1. The price stated in the order is binding. All prices are deemed to include statutory value added tax, unless it is shown separately.

2. Unless otherwise agreed in writing, the price includes delivery DAP (Incoterms® 2020*) to the [PLACE OF DELIVERY TO BE CONFIRMED], including packaging, insurance, unloading, applicable taxes, customs formalities and customs. *) Legal notice: "Incoterms" is a registered trademark of the International Chamber of Commerce.

3. Invoices must be submitted to us separately after delivery in proper form, including a sufficient number of copies for processing. In particular, invoices must contain the following information: Full company name and full address of the supplier's registered office; Tax number or VAT identification number of the supplier; Issue date; Consecutive and unique invoice number; Supplier's number; Order number; Delivery note number; Description of the goods (quantity, unit of measurement, type) or description of the service provided; Number of packages and weight (gross/net) Price and currency unit; Time of delivery and service including specification of delivery location; The remuneration for the delivery of goods or services broken down by applicable tax rates and individual exemptions, and any reduction in consideration agreed in advance, if it is not already taken into account in the consideration; The applicable tax rate and the tax amount attributable to the remuneration, or in the case of a tax exemption, an indication that the delivery of goods or services is exempt from tax. Invoices that do not contain the information required in this clause may be rejected by the customer. The supplier shall be notified thereof. Costs arising from this will be invoiced to the supplier. In this case, the term of payment shall commence on the date of receipt of a new, verifiable and properly issued invoice which meets the requirements of this clause.

4. Any change of (a) payment, (b) invoice issuer or (c) order-recipient requires the prior written consent of the customer. Any change in the role of goods or invoices from the origin of the goods to the customer must be notified to the customer in writing in advance. Costs incurred by the customer as a result of non-compliance with the requirements of this clause shall be borne by the supplier.

4. Unless otherwise agreed in writing, we pay the purchase price in the currency valid at the registered office of our plant within 14 days with a 3% discount or within 30 days after delivery / performance and receipt of invoice net in the usual way. The agreed payment period begins on the next 1st or 16th day of the month after receipt of the goods and invoice.

5. We are entitled to set-off and retention rights to a statutory extent. The supplier is not entitled to assign his claims against the customer without the prior written consent of the customer. Payment of goods by the customer does not mean that the goods are considered to be duly recognized or accepted.

V. Packaging

If no further regulations have been made by individual contractual agreement or reference to packaging standards, the goods must be packed at least in such a way that transport damage is avoided. Packaging materials are to be used only to the extent necessary for this purpose in accordance with the EC Directive 94/62/EC of 20 December 1994 on packaging and packaging waste. Reusable packaging materials must be taken back freight-free from the supplier. The supplier is liable for the environmental compatibility of the supplied packaging materials and for all consequential damages caused by contractual violations of this kind, insofar as it is responsible for them. The customer must carry out an incoming goods inspection only with regard to externally recognizable transport damage, the number of pieces of containers according to the loading list as well as identity deviations of the delivered from the goods designated in the delivery documents and to complain about such defects immediately.

VI. Delivery Time, Customs Duties, Conformity, Origin, Export Control and Supply Chain Security

1. The delivery time indicated in the order is binding. The supplier is fully committed to the procurement of the supplies and preliminary services required for the deliveries and services within the scope of the statutory scope.

2. The supplier is obliged to inform us immediately in writing as soon as it becomes aware of any circumstances that may result in a delay or non-compliance with the agreed delivery dates.

3. If the supplier is in default of delivery due to circumstances for which it is responsible by exceeding the contractually agreed delivery date, we are entitled to receive a contractual penalty for delay from the supplier amounting to 1% of the delivery value per complete week of delay in delivery for additional costs incurred (for example for transport, insurance, storage, etc.), but not more than a total of 5% of the contract value in delay in delivery. The application of the contractual penalty does not affect our right to claim damages exceeding the contractual penalty, provided such damage can be proven... The supplier reserves the right to prove a lesser or non-given damage.

4. In the case of deliveries subject to customs duty, the invoice shall also show, separately in each case: costs not included in the price (e.g. commissions, brokerage fees, license costs, production equipment costs) - costs included in the price (e.g. assembly and freight costs); - the value of repairs in terms of material and labour costs, and - the value of deposits related to the delivery of goods.

5. The supplier is obliged to notify the customer of the non-preferential and preferential origin, in particular, by transmitting the necessary original data electronically either by means of the application or other applications made available via the Internet or - exceptionally - by providing the original data in written form starting with the receipt of the handwritten signature (in the original) by an authorized representative of the supplier. Without the prior written consent of the customer, declarations of origin on the supplier's own business forms will not be recognized by the customer, unless this is required by law. Changes to the origin of the goods must not be reported to the customer immediately in writing. In so far as the supplier supplies goods which may receive preferential treatment in the importing country, the supplier shall attach to the delivery a corresponding proof of origin. Such proof shall be required for each such consignment in a format legally accepted by the customs authorities of the importing country. If a proof of origin is required due to other local import regulations in the importing country, this must also be made available to the customer by the supplier.

6. The supplier must support the customer with all necessary means necessary to reduce or minimize the customer's payment obligations with regard to customs duties. At the request of the customer, the supplier undertakes, in close coordination with the customer, to implement customs procedures with economic importance in accordance with Article 210 of Regulation (EU) No. 952/2013 (European Customs Code) or to make declarations (affidavits) in accordance with third-country customs law.

7. For all questions and instructions arising in connection with customs duties and declarations of origin, the supplier must contact the competent customs department of the customer.

8. The supplier shall ensure supply chain security and comply with corresponding legal requirements. Upon request by the customer, the supplier undertakes to provide appropriate evidence, such as certificates or declarations (e.g. AEO security declarations, declarations), to support the customer during official audits and to ensure comparable due diligence towards his business partners.

VII. Transfer of Risk/Domestic Load Securing

1. The transfer of risk is determined - unless otherwise agreed - according to the CLAUSE DAP (Incoterms® 2020). The destination is [PLACE OF DELIVERY TO BE CONFIRMED].

2. When transporting the goods intended for us, the supplier must comply not only with the statutory provisions on load securing, but also with the applicable technical standards as well as the customers' procedure instructions for load securing in road traffic. The supplier must also ensure that the above obligations are imposed on any commissioned forwarders or transport companies.

3. The transfer of risk takes place on the basis of the obligation of the supplier pursuant to IV. 2, thus after unloading by the supplier at the destination.

4. If we have specified an order, inventory or article number when placing our order, the supplier is obliged to note this number in all correspondence and on all shipping documents and delivery notes. The processing effort resulting from incorrect or missing number entries with us and the consequences of delays caused by this must be borne by the supplier, provided that it is responsible for the omission of the notes or the incorrect indication.

VIII. Quality and Documentation

1. Unless otherwise contractually agreed, the supplier must comply with the product law provisions applicable at the registered office of our contracted plant, the recognized rules of technology, the safety regulations and the agreed technical data for his deliveries as a minimum obligation and to set up, document and prove a quality management system (for example DIN EN ISO 9001 ff., VDA 6.1, ISO/TS 16949 or similar) at his own expense.

2. We reserve the right to conduct on-site audits to verify the effectiveness of the supplier's quality management system, subject to prior notice and in accordance with applicable confidentiality and data protection law. Any changes to the specified product characteristics or to the manufacturing process affecting such characteristics must be reported to us or discuss with us before implementation.

3. The supplier shall implement and maintain a quality assurance system appropriate to the nature of the delivered items. The contractual parties will inform each other about the possibilities of a quality improvement.

4. If the type and scope of the test as well as the test equipment and methods are not firmly agreed between the supplier and us, we are prepared to discuss the tests with the supplier within the scope of our knowledge, experience and possibilities at the request of the supplier.

5. In the case of the characteristics specifically marked in the technical documentation, the supplier shall maintain dedicated records indicating when, how and by whom such characteristics were verified, as well as the results of the corresponding tests. Traceability with regard to the material used and to the manufacturing process for the specially marked characteristics shall be ensured by appropriate labeling.

6. The inspection documents shall be kept for a period of ten years and provided to us if necessary. The supplier shall ensure that its sub-suppliers are contractually bound to comply with the same obligations, to the extent permitted by applicable law.

IX. Further Supplier Obligations

1. The supplier must provide up-to-date supplier master data and appoint a responsible master administrator for this purpose. Insofar as the supplier is obliged to present certificates, declarations or other proofs in accordance with these GTCP, the supplier must transmit them immediately with the current validity date. The verification or failure to request a certificate, declaration or other proof referred to in these GTCP by the customer does not constitute a waiver of any obligation or approval of the supplier's conduct referred to in these GTCP.

2. The supplier must inform us immediately and completely about changes in its shareholding, change of legal form and changes in its shareholding, shareholder or ownership structure that are significant for the supply relationship between the customer and the supplier, by the supplier informing the customer and the responsible purchasing office. A significant change for the supply relationship occurs in the event of a transfer of all or substantially all of the supplier's assets, a merger or division of the supplier with or to another legal entity, the conclusion of a domination or profit and loss transfer agreement by the supplier as a controlled company and the acquisition of at least 30 per cent of the voting rights in the supplier's company by one or more jointly acting Acquirer in one or more transactions.

X. Force majeure

1. In the event of force majeure, we are exempted from the obligation to accept the goods on time during the period of its duration.

2. Force majeure in this sense means, among other things, unavoidable events, such as natural disasters of any kind, in particular earthquakes, floods, storms, volcanic eruptions, pandemics, riots, blockades, boycotts, fire, civil war, embargo, kidnapping, war, revolution, sabotage, strikes, terrorism, traffic accidents, or inevitable production disruptions.

3. In cases of force majeure, we are obliged to inform the contractual partner immediately of the disruption of performance and its expected duration. The deadlines and dates are extended in these by the relevant time, but a maximum of 8 weeks. Such unforeseeable events also entitle us to demand cancellation of the contract in whole or in part.

XI. Transfer of IP

1. Insofar as the purchase made is a service / work or another type of contract with regard to the provision of services that are protected by copyright and whose copyright lies with the contractor, the following points also apply:

2. The author grants us an exclusive, transferable, and territorially and temporarily unrestricted licence to use the work result to the maximum extent permitted under Czech copyright law. This applies in particular to duplication, distribution, exhibition, modification or processing

This licence shall also extend to any and all known and unknown methods of use, and includes the right to grant sublicenses and to assign the licence to third parties. The author undertakes not to exercise any moral rights in a way that would interfere with the customer's legitimate use of the work.

3. We are entitled to use individual elements of the work result separately for our advertising and to process work results and adapt them to our current business purposes. We are also solely entitled to register the result of the work for us as a trademark or registered design.

4. The author grants us the right to transform, adapt, modify, and otherwise process the work, including the creation of derivative works, to the fullest extent permitted by applicable Czech copyright law.

5. For the granting of the above rights, the author receives a remuneration, which is already included in the agreed fee.

XII. Provided goods

Insofar as we provide fabrics, parts, containers and special packaging, these remain our property. Their use may only take place as intended within the framework of the concluded contracts. The processing of fabrics and the assembly of parts is carried out by the supplier on our behalf and for our benefit. There is agreement that, in proportion to the value of the additions made to the value of the total product, we shall be co-owners of the new products produced from such materials, which the supplier keeps for us in this respect.

XIII. Confidentiality

1. The supplier undertakes to treat all non-obvious commercial and technical details that become known to him through the business relationship with us as a trade secret. Parties undertake to treat confidentially all information disclosed to them, directly or indirectly, by the other party or by a company related to that party in the course of their business relationship. In particular, parties promise each other not to disclose this information to third parties or to make it available to third parties in any other form and to take all reasonable precautions to avoid third-party access to the information. The parties further agree to ensure that their affiliated companies, which receive such information under this project, also comply with these confidentiality obligations. The employees of the parties shall not be considered third parties within the meaning of this provision, provided that they are subject to corresponding confidentiality obligations (for example, in an employment contract).

2. If and to the extent necessary in the context of their business relationship ("need-to-know principle"), the parties may pass on information. The supplier is obliged to keep all preserved drawings, models, stencils, samples, illustrations, calculations, drawings, other documents and information strictly secret. They may only be disclosed or made available to third parties with our express prior consent. The reproduction of such objects is only permitted within the framework of the operational requirements and the copyright provisions. The obligation of confidentiality continues to apply even after the execution of the contract; it expires when and to the extent that the know-how contained in the documents provided has become generally known.

3. The subcontractors are to be obliged accordingly.

4. The supplier may not publish the fact that it is a contractual partner or supplier of us in any way without the prior written consent of us, either through marketing measures or otherwise, unless such publication is required due to mandatory legal regulations. In this case, too, the supplier will inform the customer in good time before the relevant statement.

XIV. Claims for Breaches of Contract by the Supplier and Recourse

1. The supplier guarantees to the extent of law that the goods delivered by him are free of contractual violations (defects), which - if done - have guaranteed properties and meet our requirements. In addition, the supplier guarantees that he meets the legal requirements for the provision of the ordered deliveries and services at all times, in particular that he or a subcontractor commissioned by him, if any, grants the personnel employed for the provision of the service the legal, official or collectively agreed working and employment conditions that apply in the country in which the delivery/service is to be provided in accordance with the agreement. The warranty includes in particular a remuneration of the personnel employed for the provision of services at least in the amount of the possibly applicable statutory or collectively agreed minimum wage in accordance with Act No. 262/2006 Coll., Labour Code and applicable minimum wage regulations provisions as well as the fulfillment of all related reporting obligations.

2. We undertake to check the goods within a reasonable period of time for any deviations in quality or quantity; The complaint is timely, provided that it is received by the supplier within a period of 10 working days, calculated from receipt of goods or in the case of hidden defects from discovery. In the event of direct delivery of the supplier to a customer of ours or a route business on our part, this period is extended by a period of another 5 working days, unless the customer indicates the defect directly to the supplier.

3. The legal remedies for breaches of contract by the supplier, including all legal remedies due to defects of delivery or performance, are ours in full.

4. The supplier's liability for defects exists for three years, calculated from the time of delivery and acceptance or service.

5. Insofar as a defect exists in the delivered item, which was present or at least caused at the time the risk was transferred, we are entitled, at our discretion, to request that the supplier either remedy the defect or provide a replacement delivery, for which the supplier shall bear the costs. This includes in particular transport, travel, labor, material costs or costs for an entrance control exceeding the usual scope.

6. The provisions of these GTCP, in particular also the regulations on the warranty of defects, also apply to all replacement deliveries or repairs, insofar as these have been provided by the supplier willingly within the framework of the statutory supplementary performance.

7. The supplier must indemnify us against all claims asserted against us by third parties due to culpable action or omission of the supplier or its agents. The indemnification obligation includes in particular also those claims of third parties, which are based on a culpable violation of the supplier in accordance with the above para. 1 assumed warranty.

XV. Rights of Withdrawal and Termination

In addition to the additionally applicable statutory rights of withdrawal, we are also entitled to withdraw or terminate the contract with immediate effect if (a) the supplier has ceased its supply activity (b) the supplier stops his payments, becomes insolvent or exceeds the debt threshold as defined by the Act No. 182/2006 Coll., Insolvency Act (c) in the case of partial services of the supplier, we have no interest in partial services and a set reasonable period for the remaining service has expired without result.

2. If we withdraw from the contract or terminate it on the basis of the above contractual withdrawal and termination rights, the supplier shall compensate us for all damages incurred as a result, unless the supplier is not responsible for the cause of the withdrawal or termination.

3. Unless otherwise provided by the provisions of the national law applicable to the supply contract (or, if applicable, federal/regional law), the customer may terminate the supply contract and/or the associated framework supply contract extraordinarily by written notification to the supplier if the supplier - commits a breach of the supply contract for which there are no remedial measures possible, or - commits a breach of the supply contract that can be remedied but fails to do so within thirty (30) days after receiving written notice from the customer identifying the breach and demanding its remedy, or - violates applicable law and the customer considering all circumstances and weighing mutual interests, determines that it is no longer reasonable to continue the cooperation, or offers promises, or grants advantages to another company representative (including, in particular, an employee of the customer) or to a public official, which may reasonably be expected to unduly influence them in connection with the negotiation, decision-making, or execution of the supply contract. If the customer is entitled to terminate a supply contract and/or an associated framework supply contract according to this clause, he may also terminate further contracts with the supplier if the continuation of the respective contractual relationship is unreasonable for the customer. Other and further termination rights of the customer, for example on a legal basis, remain unaffected. If one of the parties becomes insolvent or if insolvency proceedings or other insolvency proceedings are initiated in respect of one party, the other party shall be entitled to terminate the supply contract and/or an associated framework supply contract by means of appropriate written notification. The termination of a supply contract and/or an associated framework supply contract pursuant to this article shall not affect the rights and obligations of the parties arising up to that point as well as the (continued) validity of such provisions, which are to apply expressly or implicitly after termination. The quantities indicated in inquiries and/or offers are only non-binding guide values, for example for price calculations, and do not create any obligation for the customer or his related companies to order these quantities. The delivery rates indicated in orders of any kind are unrelated to quantities in inquiries and/or offers. If it is agreed in the supply contract that price components for raw materials on the basis of raw material indices (e.g. market value) are determined in the settlement as a price sliding clause or material price increase surcharge or via a market-oriented negotiation, then the other price components are considered and negotiated separately from the raw materials.

XVI. Legal Defects/ Defect of Title

1. The supplier guarantees to the extent permitted by law, that the delivery will not cause any infringement of the law, in particular with regard to compliance with laws, regulations or other provisions, in particular those issued by competent public authorities.

2. The supplier guarantees to the extent permitted by law, that it has full and unrestricted ownership of all delivered items and such items are free from any third-party rights or encumbrances (such as industrial property rights, copyrights, liens, other creditor positions from the assignment of receivables or other credit collateral, sale of receivables, hire purchase, reservation purchase, etc.).

3. If we are claimed by a third party for the violation of property rights in connection with the delivery, the supplier is obliged to indemnify us from these claims upon our first written request, provided that it is responsible for the breach of duty that results in the third-party claim against us.

4. The supplier's obligation to indemnify covers all expenses that we necessarily incur as a result of, or in connection with, a claim brought by a third party.

XVII. Product Liability; Producer Liability

1. Insofar as the supplier is responsible for a product defect due to an error of the object of the contract supplied by him, it is obliged to indemnify us in this respect from claims for damages of third parties in the first request. A responsibility of the supplier is to be assumed in particular if he has set the cause in his area of control and organization and it is also liable in the external relationship.

2. In case of first defect liability (for example producer liability) of the supplier, this only applies if the supplier is at fault. The supplier has to prove any existing fault of his own in his area of control and organization.

3. In this context, the supplier is also obliged to reimburse any expenses arising from or in connection with a recall campaign carried out by us. We will inform the supplier about the content and scope of the recall measures to be carried out in good time - as far as possible and reasonable - and give him the opportunity to comment.

4. The supplier undertakes to take out product liability insurance at his own expense with the scope of cover desired by us in each case. Any further claims for damages remain unaffected by this.

5. Unless otherwise agreed, the insurance coverage must extend to the whole Europe and must comply with the respective maximum liability limits of Council Directive EC 85/374/EEC of 25 July 1985 (Product Liability Directive) or the corresponding national product liability laws in terms of scope and duration. The supplier will immediately provide us with a duplicate of the valid insurance contract.

XVIII. Compliance

1. The supplier undertakes to comply with the respective legal regulations, in particular the regulations on dealing with employees, environmental protection, and occupational safety, and to work on reducing adverse effects on people and the environment in his activities. For this purpose, the supplier will set up and further develop a management system (for example ISO 14001) within the scope of his possibilities. The supplier guarantees compliance with and compliance with internationally recognized codes of conduct (for example BSCI). The supplier must also impose the above obligations on its upstream suppliers. The customer is entitled to monitor compliance with the assumed obligations at any time by means of on-site inspections and to demand information and appropriate proof from the supplier at any time about compliance with the assumed obligations. The customer may also transfer these rights to a service provider commissioned by the customer, in particular an auditing company.

2. The supplier undertakes to comply with the environmental regulations applicable at the location of our contracting plant for the manufacture and quality of products in the case of deliveries/services and also in the case of subcontracted deliveries or ancillary services provided by third parties. In particular, the supplier guarantees that the deliveries and services to be provided to us are free from harmful substances. The supplier is liable for the environmental compatibility of the delivered products and for all consequential damages resulting from the violation of environmental regulations, to the extent the supplier is legally liable under applicable Czech environmental laws and / or pollutant content of the products, provided that it is responsible for the violation of environmental regulations and / or the pollutant content of the products.

3. The supplier undertakes to ensure that the delivery item (goods) with all licensed for distribution in Europe, in particular in the Federal Republic of Germany and the Czech Republic, and other technical and legal requirements, for example (insofar as relevant) with TÜV test mark, with CE marking including the corresponding CE declaration of conformity and, if necessary, also with correct registration with the Register of Electrical and Electronic Waste (EAR). Where relevant, the supplier shall comply with equivalent legal obligations under Czech or EU law. All technical data relating to the goods must correspond to the supplier's offer.

4. At the request of the customer, the supplier is obliged to submit all certificates relevant to the respective product in their valid version to the customer within 5 working days.

5. The customer is entitled to terminate the contract without notice or to withdraw from the contract if the contractual partner materially fails to comply with the aforementioned conditions. The prerequisite for this is a prior warning, that has remained without effect.

XIX. Data Privacy

1. The contractual partner agrees that we may use the personal data of the contractual partner received in the context of or in connection with our business relationship within the framework of the privacy policy of our parent company Trane Technologies: <https://www.tranetechnologies.com/en/index/privacy-policy.html>. The contractual partner shall ensure that all privacy policies applicable to personal data processing are made available in Czech and comply with GDPR requirements.

XX. Place of Performance, Applicable Law, Place of Jurisdiction

1. Unless otherwise agreed in writing, the place of performance shall be the location of our contracted plant.

2. The contractual relationship shall be governed by the law of the Czech Republic. In cross-border sales, the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall apply. Where the CISG does not contain a specific provision, the applicable law of the Czech Republic shall govern.

3. The place of jurisdiction for both contracting parties shall be the registered office of our contracted work if the contractual partner is a merchant, a legal entity under public law or a special fund under public law. Regardless of this, we are also entitled to initiate legal proceedings against the contractual partner at his general place of jurisdiction.

4. If any provision of these GTCP or any provision within the framework of our other contractual agreements or it becomes invalid, the validity of the remaining provisions of these GTCP shall remain unaffected. In such a case, the contracting parties shall endeavour to replace the invalid provision with a valid one that most closely reflects the original economic intent.