

General Terms and Conditions of Sale ("GTCS")

(Version of August 2026)

1. General provisions, scope of application

- 1.1. The development, treatment and/or manufacturing of goods, in particular of PET flakes and PET regranulates (recycled materials), and their sale and/or delivery as well as all other services (e.g. repairs, assembly, analysis and testing services) provided by Texplast GmbH ("**Contractor**") to their customers ("**Principal/s**") (individually or jointly referred to as "**Party**"/"**Parties**") shall be governed exclusively by the Terms and Conditions of Sale ("GTCS") set out below.
- 1.2. General terms and conditions of the Principal or third parties shall not apply to this contract, even if the Principal expressly refers to them and the Principal does not object to them unless the Principal has consented to the application at least in text form. The general terms and conditions of the Principal shall not be acknowledged and shall not form a part of the contract even if the order is carried out without reservation.
- 1.3. Upon the conclusion of the contract, or at the latest when accepting the goods, the Principal shall be deemed to acknowledge the Contractor's GTCS.
- 1.4. These GTCS shall also apply to all future business transactions between the Parties, even if they are not agreed upon separately once again.
- 1.5. These GTCS shall only apply in relation to company owners, legal persons under public law or special funds under public law.
- 1.6. Any regulations agreed upon in writing or in text form with the Contractual Partner shall have priority over these GTCS.

2. Conclusion of contracts

- 2.1. All quotations by the Contractor shall be subject to change and non-binding until they are confirmed by the Contractor unless they are expressly designated as binding or include a particular time limit for an acceptance.
- 2.2. The order confirmation by the Contractor shall be authoritative for the scope of the deliveries and services of the Contractor. The order confirmation shall indicate, in particular, the items, item numbers, quantities, delivery times and agreed prices at the time of the conclusion of the contract.
- 2.3. Unless otherwise agreed in an individual case, the disposable packaging selected by the contractor shall be agreed upon.
- 2.4. Any oral supplementary and ancillary agreements or other oral agreements between the Parties shall form a part of the contract only if these are confirmed by the Contractor in writing or in text form. In particular, the confirmation by email shall be sufficient for this purpose.
- 2.5. The Contractor shall hereby reserve all property rights copyrights and intellectual property rights to all cost estimates, drawings, images, catalogues, price lists, plans, calculations, product descriptions and specifications, specimens, models, tools and business secrets as defined by sect. 2, no. 1 of the German Law on the Protection of Business Secrets [*Gesetz zum Schutz von Geschäftsgeheimnissen, GeschGehG*] and any other information, software, auxiliary means as well as other submitted documents ("**Contractor's Documents**") provided to the Principal. The Contractor's Documents shall not be reproduced or exploited or used for any purpose other than the contractually agreed purpose. The Contractor's Documents shall be disclosed to third parties only with the Contractor's express prior consent and shall

be returned to the Contractor upon request without delay if the contract is not awarded to the Contractor. The aforementioned obligations of the Principal shall survive the termination of the contractual relationship; the obligation to maintain confidentiality shall lapse if and to the extent that the knowledge contained in the Contractor's Documents provided becomes publicly available. Any statutory obligations to retain or disclose information shall remain unaffected.

- 2.6. The Contractor's Documents may be disclosed by the Contractor to third parties that the Contractor works with in order to perform the contract in accordance with section 3.6 of these Terms and Conditions.

3. Performance

- 3.1. The Contractor's information relating to the subject matter of the delivery or service, in particular relating to weights, dimensions, functional characteristics, load capacity, tolerances, material compositions and other technical data, as well as representations thereof, in particular drawings and illustrations, shall be deemed to be approximate only. They shall not constitute agreements as to quality or the provision of a guarantee of quality, but shall rather be descriptions or designations of the delivery or service. A different rule shall apply only if the Contractor expressly confirmed them as agreed quality features in the quotation or the order confirmation.
- 3.2. Deviations that are customary in the trade or minor deviations, in particular with regard to design, shape, configuration, material or to the values provided by the Contractor or the Principal, shall be permissible to the extent that these do not impair the functional fitness and the suitability for the contractually stipulated purpose of the subject matter of the delivery or service. Under these circumstances, batch-related variations that are customary in the industry and are attributable to raw materials, processes and batches shall be permissible, particularly in the case of recycled materials. If the Principal provides a specimen to the Contractor for the performance of the contract, the Contractor shall not be obliged to produce an exact replica of the specimen; in all other respects, the sentence 1 shall apply.
- 3.3. The Contractor shall not be liable for the subject matter of the delivery or service being suitable for a specific purpose of use intended by the Principal.
- 3.4. The Contractor shall be liable for the goods being suitable for the contact with food ("**Food Contact**") only if this is expressly agreed in writing or in text form. If a suitability for Food Contact is not expressly agreed, the Principal must not use the goods for applications involving Food Contact or place them on the market as being suitable for this purpose.
- 3.5. The Contractor shall be obliged to render the contractually owed performance in accordance with the generally accepted engineering standards as well as the statutory and regulatory requirements applicable at the time at which the performance is rendered, in particular laws, regulations and accident prevention provisions, administrative guidelines, VDE requirements and DIN standards.
- 3.6. The Contractor shall be permitted to work with carefully selected and suitable third parties for fulfilling their contractual obligations. The Contractor shall be free to select the third parties that the Contractor works with in rendering their contractual performance.

4. Duties to cooperate

- 4.1. The Principal shall be obliged to provide the Contractor with all data, specimens, models, drawings, designs, specifications, calculations, technical descriptions and other information required for the design, manufacturing, sale and/or delivery of the subject matter of the contract ("**Principal's Documents**") completely and in due time. The Principal shall notify the Contractor of any changes, amendments or updates without delay and at least in text form. The Principal shall be solely responsible for the correctness, completeness, technical suitability and currentness of the Principal's Documents. The Principal shall ensure that all of the Principal's Documents provided to the Contractor are free of third-party rights that could completely or partially restrict or exclude the use as provided for in the contract and that, in particular, they do not violate any copyrights, trademarks, patents, other intellectual property rights or business secrets.
 - 4.2. The Principal shall be obliged to provide to the Contractor, upon request, all information and documents required by the Contractor to comply with export control, customs and sanctions regulations. This may include, in particular, details regarding the end user, the destination and the (final) purpose of use of the deliveries and services.
- #### 5. Prices, payment
- 5.1. The price shall apply to the scope of services and deliveries indicated in the order confirmations. Any additional or non-standard performance shall be charged separately.
 - 5.2. Unless otherwise agreed upon between the Parties, the prices shall apply FCA (Incoterms® 2020), Contractor's premises, Bitterfeld-Wolfen, in euros, plus any insurance costs, packaging costs, transportation costs, value added tax (VAT), customs duties and any other charges. The statutory amount of the value added tax at the day of invoicing shall be indicated in separately in the invoice.
 - 5.3. Unless a different weighing procedure has been expressly agreed, the outgoing weights, quantities and volumes determined by the Contractor prior to loading shall form the basis for the invoice. Minor, customary deviations in quantity and weight shall be permissible
 - 5.4. The Principal has agreed that the invoice may be transmitted to the Principal in text form and by electronic means, in particular by email.
 - 5.5. Unless otherwise agreed, payments shall be made in full within 30 calendar days of the invoice date, without any deductions. The receipt by the Contractor shall be authoritative for the payment date. If the Principal fails to make payment when due, the Principal shall be in default. Interest shall be paid on outstanding amounts at the applicable statutory rate for default interest as from the due date. Asserting a further damage caused by default and the provisions set out in section 7.7 shall remain unaffected.
 - 5.6. The Contractor shall be entitled to rights of set-off and retention and to invoke the defence of the non-performance of the contract to the extent provided by law. If the Principal is in default of payment, the Contractual Partner shall, after the unsuccessful expiry of a deadline set in accordance with the statutory provisions, be entitled to rescind the contract and to assert claims for damages in lieu of performance.
 - 5.7. If it becomes apparent after the conclusion of the contract that the Contractor's claim for payment is jeopardised by the Principal's lack of financial capacity, the Contractor shall be entitled to refuse the further performance of their contractual obligations or to request an advance payment or the provision of a security in that respect and, after the unsuccessful expiry of a deadline set for the payment or the provision of an advance payment or a security, to rescind the contract. The statutory provisions governing the circumstances in which the setting of a deadline is not

required and any further claims of the Contractor shall remain unaffected.

- 5.8. The Principal shall be permitted to set off only claims that are undisputed or have become res judicata, and to assert a right of retention only on the basis of such claims. Section 10.6 shall remain unaffected.

6. Delivery

- 6.1. Unless otherwise agreed upon between the Parties, the deliveries shall be made FCA (Incoterms® 2020), Contractor's premises in Bitterfeld-Wolfen. Thus, the risk of accidental deterioration, destruction or loss shall pass to the Principal upon loading the goods at the Contractor's premises in Bitterfeld-Wolfen.
 - 6.2. The place of performance with regard to all delivery and performance obligations shall be the Contractor's plant in Bitterfeld-Wolfen.
 - 6.3. Any partial deliveries, partial services and corresponding invoices shall be permitted if these are of interest to the Principal in accordance with the purpose of the contract, if the delivery of the remaining components of the order is ensured and if this does not result in any significant additional effort and expenses for the Contractor.
 - 6.4. The information on delivery times of the Contractor shall be approximate times only.
 - 6.5. Unless otherwise expressly agreed in the order confirmation, the delivery period shall commence on the day following receipt of the order confirmation and shall be complied with if the delivery item or object of the service has left the Contractor's warehouse by the expiry of that period or if notice of readiness for dispatch has been given.
 - 6.6. The commencement and adherence to the delivery periods shall require that all contract performance details have been clarified, the Principal has complied with duties to cooperate, in particular the timely receipt of all documents to be provided by the Principal in accordance with sections 4.1 and 4.2 as well as of the required approvals and authorisations, the compliance with agreed conditions of payment and the due fulfilment of the Principal's other obligations. If these requirements are not met in due time and/or in a proper manner, the delivery period shall be extended accordingly.
 - 6.7. If the non-compliance with delivery periods is attributable to
 - force majeure as defined by section 11;
 - virus attacks or other attacks by third parties on the Contractor's IT system if these occurred despite the exercise of due care that is customary in relation to such protective measures;
 - impediments arising from German, US American or other applicable national, EU or international foreign trade regulations or from other circumstances that the Contractor is not liable for; or
 - the Contractor not receiving timely and/or proper supplies, provided that the Contractor has entered into a corresponding covering transaction,
- ("Unavailability of Performance"), the delivery periods shall be extended by the duration of the impediment plus a reasonable period of time.
- 6.8. If it is foreseeable for the Contractor that a delivery date cannot be met due to the Unavailability of the Performance, the Contractor shall notify the Principal of this without delay and shall inform the Principal of the expected new delivery date. If the performance is unavailable even within the new delivery period, the Contractor shall be entitled to rescind the contract in whole or in part; the Contractor shall refund any consideration already provided by the Principal.
 - 6.9. If the Principal is in default of acceptance, fails to comply with other duties to cooperate or if the delivery by the

Contractor is delayed for other reasons that the Principal is liable for, the Contractor shall be permitted to claim the compensation of the damage resulting therefrom including any additional expenditures, in particular storage costs. For that purpose, the Contractor shall charge a lump sum amounting to 0.5 % for each commenced calendar week of the delay, but not more than 5% of the contract value of the goods or services per calendar day. The right of the Contractor to prove that a greater damage has occurred and any further claims of the Contractor (while taking the lump-sum into account) shall remain unaffected. The Contractual Partner shall remain entitled to prove that no damage was incurred at all, or that the damage incurred was significantly less than the aforementioned lump-sum amount.

- 6.10. The occurrence of a default in delivery on the part of the Contractor shall be governed by the statutory provisions. In any case, a warning by the Contractor shall be required.
- 6.11. If the Contractor is in default with regard to a delivery or service through their own fault or if it becomes impossible or unreasonable for the Contractor to make a delivery or render a service, for whatever reason, the Contractor's liability for damages shall be limited in accordance with section 12 of these GTCS.
- 6.12. Any further statutory rights of the Contractor, in particular in cases if the Contractor's obligation to perform is excluded due to the impossibility or unreasonableness of the performance and/or supplementary performance, shall remain unaffected.

7. Reservation of title

- 7.1. Unless otherwise expressly agreed between the Parties, any tools, which were manufactured by the Contractor or third parties retained by the Contractor, for the design or manufacture of the delivery item, as well as the drawings and other technical data and information created for this purpose shall remain in the possession and ownership of the Contractor. Even the payment of a proportionate share of the tool costs shall not give rise to a claim to a transfer of the title to the tool.
- 7.2. The title to the delivered goods shall only pass to the Principal upon the full payment of the purchase price and the settlement of all claims that have arisen or will arise from the business relationship ("**Goods that are subject to a Reservation of Title**").
- 7.3. The Principal shall not be permitted to pledge to third parties or to transfer by way of security to third parties the Goods that are subject to a Reservation of Title. In the case of any access by third parties to the Goods that are subject to a Reservation of Title, in particular in the event of attachments, the Principal shall refer to the Contractor's title and notify the Contractor without delay, at least in text form, so that the Contractor can enforce the Contractor's property rights.
- 7.4. Unless the Principal is in default, the Principal shall be permitted to sell the Goods that are subject to a Reservation of Title and/or process them or mix or combine with other items in the ordinary course of business.
- 7.5. If the Goods that are subject to a Reservation of Title are processed by the Principal, the Contractor shall be deemed to be the manufacturer and shall directly acquire the title to the respective newly created item. If the Goods are processed together with items of other owners or if the Goods that are subject to a Reservation of Title are combined or inseparably mixed with other items to form a single item, the Contractor shall directly acquire co-ownership of the new item at the proportion of the value of the Goods that are subject to a Reservation of Title to the other processed, combined or mixed items at the time of the processing, combining or mixing. If, in the case of the combining or mixing, the Principal's item is to be considered as main item, shall be deemed to be agreed that the

Principal shall transfer a proportionate share of the co-ownership of the new item to the Contractor. The new items shall be considered as Goods that are subject to a Reservation of Title. The Principal shall store or the sole or co-ownership items created in this manner on behalf of the Contractor free of charge. With regard to the processed products, the Principal shall be deemed to be the producer as defined by sect. 4 of the German Product Liability Law [*Produkthaftungsgesetz, ProdHaftG*, hereinafter referred to as "ProdHaftG"] and shall assume the liability under the ProdHaftG in accordance with sect. 1 of the ProdHaftG. To the extent legally permissible, the Contractor shall, in this respect, be indemnified against all claims arising from the ProdHaftG.

- 7.6. In the case of the resale of the Goods that are subject to a Reservation of Title, the following shall apply: The Principal has already assigned to the Contractor, completely (or in the amount of the co-ownership shares in accordance with section 7.5, respectively) and by way of security, all claims arising from the resale in the Principal's favour and against the Principal's customers or third parties. The same shall apply to other claims that replace the Goods that are subject to a Reservation of Title or otherwise arise with regard to the Goods that are subject to a Reservation of Title, such as insurance claims or claims based on tort in the event of a loss or destruction. The Contractor shall authorise the Principal revocably to collect, in the Principal's own name but for the account of the Contractor, the claims assigned to the Contractor. The authorisation to collect shall lapse if the Principal does not duly comply with their payment obligations, enters into financial difficulties, if enforcement measures are taken against the Principal or if an application is filed for the opening of insolvency proceedings with respect to the Principal's assets. In this case, the Contractor may request that the Principal discloses the assigned claims and their debtors, provides all information required for the collection, provides the related documents and notifies the debtor (third party) of the assignment.
- 7.7. In the case of a breach of the contract by the Principal, in particular, in the case of a default in payment, the Contractor shall be permitted to rescind the contract in accordance with the statutory provisions and/or to request the return of the Goods on the basis of the reservation of title, and the permission to sell and/or process the Goods that are subject to a Reservation of Title or to mix or to combine them with other items in the ordinary course of business shall lapse. The request for the return shall not, at the same time, include the declaration of the rescission of the contract unless the Contractor has expressly declared this.
- 7.8. If the realisable value of the securities exceeds the Contractor's claims by more than 10%, the Contractor shall release securities at their discretion upon the Principal's request.

8. Intellectual property rights

- 8.1. If a third party asserts claims based on the infringement of industrial property rights by the usage of goods delivered in accordance with the contract, the Principal shall notify the Contractor of this comprehensively without delay in writing or in text form.
- 8.2. If the Principal discontinues the use of the goods for damage mitigation or other important reasons, the Principal shall be obliged to indicate to the third party that the discontinuation of the use does not constitute an acknowledgement of the alleged infringement of intellectual property rights. The Principal shall conduct the legal proceedings against the third party only with the Contractor's consent, or shall authorise the Contractor to conduct the proceedings. This shall apply with the necessary modifications if a third party asserts claims against the Contractor based on acts by the Principal or by employees or service providers working for the Principal.

9. Export control

9.1. The Principal shall be obliged to comply with the applicable export control, customs duties and sanctions regulations, in particular those of the Federal Republic of Germany, the European Union and the United States of America. This shall include, in particular, obtaining permits as well as verifying whether any restrictions apply to the import, export or use of goods. The Principal shall not use any goods delivered by the Contractor contrary to export control and sanctions regulations and shall not pass them on to third parties.

9.2. The Principal shall be entitled to refuse to fulfil the contractual obligations if there are conflicting export control or sanctions regulations. In this case, the Contractor shall be permitted to rescind the contract with the Principal.

10. Warranty

10.1. Unless otherwise or additionally expressly agreed, the Principal's rights in cases of defects of quality or title shall be governed exclusively by these Terms and Conditions.

10.2. In principle, the Contractor shall not be liable for any defects that the Principal is aware of, or is not aware of due to gross negligence, at the time of the conclusion of the contract. Furthermore, the Principal shall be entitled to warranty claims only if the Principal has complied with their obligations to inspect and to give notice of defects in accordance with sect. 377 of the German Commercial Code [*Handelsgesetzbuch, HGB*]. The Principal shall carefully inspect the delivered goods without delay after receipt. The goods shall be deemed to be approved by the Principal with regard to defects that would have been recognisable in the case of an immediate careful inspection unless the Contractor receives a notification of defects within seven calendar days after the receipt of the goods. Other defects occurring subsequently shall be notified to the Contractor without delay but at the latest within seven calendar days after they are detected. The notification must be submitted at least in text form, whereby the type and scope of the defects shall be described in detail.

10.3. The deviations and replacements indicated in section 3.2. shall be deemed to be in accordance with the contract and shall not entitle the Principal to submit notifications of defects or to refuse the acceptance.

10.4. Furthermore, the following shall not be considered as defects:

- natural wear or tear;
- the quality of the goods caused after the passing of the risk of accidental deterioration, destruction or loss as a result of improper use, storage, processing or mixing or excessive strain or use by the Principal or third parties;
- the quality of the goods caused as a result of force majeure, special external impacts not provided for in the contract or resulting from the use of the goods in a manner that was not provided for in the contract or not customary;
- the quality of the goods due to missing or incorrectly performed maintenance by the Principal or third parties.

10.5. In the case of a justified notification of the defect in due time, the Principal shall be entitled, at the Contractor's option, to a supplementary performance in the form of the rectification of the defect or a replacement delivery during the warranty period. The Contractor's right to refuse the supplementary performance in the scope of the statutory requirements shall remain unaffected. If the supplementary performance fails after two attempts or is unreasonable for the Principal, the Principal shall be permitted to reduce the purchase price or to rescind the contract. Any claims for damages or for the reimbursement of expenses on the part of the Principal that

are based on defects shall be governed by section 12. The provision of sect. 445a of the German Civil Code [*Bürgerliches Gesetzbuch, BGB*] shall be ruled out unless the last contract in the supply chain is a consumer goods purchase (sects. 478, 474 of the German Civil Code) or a consumer contract governing the provision of digital products (sects. 445c sentence 2, and 327(5) and 327u of the German Civil Code).

10.6. The Contractor shall be permitted to make the owed supplementary performance dependent on the Principal paying the due purchase price. However, the Principal shall be entitled to retain a part of the purchase price that is reasonable in relation to the defect.

10.7. The Principal shall grant to the Contractor the time and opportunity that are required for the owed supplementary performance, and in particular provide the defective goods for inspection purposes. In the case of a replacement delivery, the Principal shall return the defective item upon the Contractor's request in accordance with the statutory provisions. However, the Principal shall not be entitled to claim the return of the item.

10.8. The supplementary performance shall neither include the disassembly, removal or deinstallation of the defective item nor the assembly, affixing or installation of a defect-free item if the Contractor was not obliged to perform these services in the first place. Claims of the Principal for the reimbursement of corresponding costs ("**Disassembly and Assembly Costs**") shall remain unaffected.

10.9. If the goods are used at another place than provided for in the contract or outside of Germany, the Contractor reimburse the necessary expenses for the purposes of a supplementary performance or a reverse transaction after the rescission of the contract, in particular transport, travel, work and material costs as well as Disassembly and Assembly Costs, only in the amount in which they would have accrued if the delivery item would be used at the location provided for in the contract or in Germany, respectively.

10.10. The Principal shall be permitted to assert any claims for damages at the conditions set out in section 12.1 on the basis of a defect only if the supplementary performance has failed or if the Contractor refuses the supplementary performance. Section 12.4 shall remain unaffected.

10.11. The Principal shall be exclusively entitled to claims against the Contractor on the basis of warranty rights; such claims shall be non-transferable.

11. Force majeure

11.1. The Contractor shall not be liable for events of force majeure which make it significantly more difficult for the Contractor to render the contractual performance or which temporarily impede or render impossible the proper performance of the contract. The following events shall be deemed to constitute force majeure: all circumstances independent from the Parties' will and influence such as acts of God, government measures, decisions by public authorities, blockades, war and other military conflicts, mobilisation, civil unrest, terrorist attacks, strikes, lockouts and other industrial unrest, confiscations, embargoes, epidemics, pandemics or other circumstances that are unforeseeable, serious and beyond the control of the Parties, and which arise after the conclusion of the respective contract.

11.2. If one of the Parties is prevented from fulfilling their contractual obligations due to force majeure, this shall not be considered as breach of the contract and the time limits set out in the contract or determined on the basis of the contract shall be extended appropriately in line with the duration of the impediment. The same shall apply if the Contractor is dependent on a prior performance by third

parties and such a performance is delayed due to force majeure.

- 11.3. Each Party shall do everything in their power that is necessary and reasonable in order to mitigate the extent of the consequences caused by the force majeure. The Party affected by force majeure shall notify the other Party in each case without delay and in writing of the commencement and end of the impediment.

12. Liability

- 12.1. The Contractor shall be liable for any damage arising only if the damage is attributable to an infringement of an essential contractual obligation or on an intentional or grossly negligent conduct of the Contractor, a statutory representative or performing agent [*Erfüllungsgehilfe*].
- 12.2. If an essential contractual obligation is infringed negligently, the liability shall be limited to the foreseeable damage that is typical for the contract. An essential contractual obligation shall exist in the case of obligations the fulfilment of which enables the proper performance of the contract in the first place or the compliance with which the Principal has relied on and was entitled to rely on.
- 12.3. Any further liability for damages, in particular in the case of negligent infringements of non-essential contractual obligations, shall be excluded.
- 12.4. The limitations of liability set out in sections 12.1 to 12.3 shall not apply in cases of damage based on any culpable injury to life, body or health by the Contractor, a statutory representative or a performing agent [*Erfüllungsgehilfe*] or in cases of fraudulent concealments of defects if the Contractor has assumed a guarantee for the quality of the delivery item and in cases of a mandatory liability under the German Product Liability Law.

13. Limitation of actions

- 13.1. The limitation period for the Principal's claims based on defects shall amount to one year from the receipt of the goods.
- 13.2. The limitation period for other claims for damages arising on the part of the Principal from contract or tort shall amount to two years from the commencement of the statutory limitation period.
- 13.3. Sections 13.1 and 13.2 shall not apply
- in the cases of section 12.4,
 - in the case of intent and gross negligence,
 - in cases of special statutory provisions regarding the limitation period, in particular: sect. 438(1), no. 2 of the German Civil Code (in the case of buildings or an item that has been used for a building in accordance with its customary manner of use and caused the defectiveness of the building (building material)), sect. 438(1), no. 1, sect. 438(3), sect. 444 and sect. 445b of the German Civil Code;

in these cases, the statutory limitation periods shall apply.

14. Final provisions

- 14.1. The GTCS and any legal relationships between the Parties shall be governed by the law of the Federal Republic of Germany; any references to other legal systems and international contracts shall be excluded. The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

- 14.2. The place of jurisdiction for all disputes arising from the contractual relationship shall be the Contractor's place of business in Bitterfeld-Wolfen. However, the Contractor shall also be entitled to institute legal proceedings at the Principal's general place of jurisdiction.

- 14.3. If individual provisions of these GTCS should be completely or partially void, invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected thereby. Instead of the void, invalid or unenforceable provision or for fulfilling a regulatory gap, which became apparent subsequently, a valid and enforceable provision shall be deemed to be agreed upon that most approximates the purpose pursued by the void, invalid or unenforceable provision in terms of subject matter, scope, place and area of application – or, in the case of any regulatory gaps, that most approximates the economic meaning and purpose of these GTCS.