General Terms and Conditions of Voltavision GmbH for deliveries and services

1. Scope; General

1.1 These General Terms and Conditions ("GTC") apply both to the provision of testing services for electrical energy storage systems, e.g. cells, modules or battery systems, by us ("Services") and to the sale of our products from the field of test laboratories for high-voltage components ("Deliveries"; collectively also "Services and Deliveries"). Unless otherwise specified, the following terms and conditions apply to our deliveries (purchase contract) as well as our services (contract for work).

1.2 Our services and deliveries shall be governed exclusively by the following terms and conditions. We do not recognise any conflicting or deviating terms and conditions of the Client unless they are expressly confirmed by us in writing. These T&Cs shall also apply if we carry out the service or delivery to the Client without reservation in knowledge of the Client's terms and conditions that conflict with or deviate from these T&Cs.

1.3 These General Terms and Conditions only apply to entrepreneurs (§ 14 BGB), legal entities under public law and special funds under public law within the meaning of § 310 para. 1 BGB.

1.4 If we are in an ongoing business relationship, these T&Cs shall also apply to all future similar transactions in which we are contractors, even if we do not refer to them in individual cases.

1.5 Legally relevant declarations and notifications in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be submitted in writing. Written form within the meaning of these GTC includes written and text form.

1.6 In case of doubt, commercial clauses are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in the version valid at the time of conclusion of the contract.

1.7 References to the applicability of statutory provisions are only of clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these T&Cs.

2. Offer and conclusion of contract

2.1 If the order qualifies as an offer according to § 145 BGB, we can accept it within 4 weeks.

2.2 Offers from us are subject to change and are to be understood as an invitation to submit an offer. A contract - even in an ongoing business relationship - is only concluded with our order confirmation.

2.2 We reserve the right of ownership and copyright to illustrations, drawings, calculations, data, data carriers, programs and other contractual documents as well as work equipment. They may not be made available to third parties without our express consent. This also applies to such information, in particular written documents, which are not designated as confidential.

3. Delivery and service time

The commencement of the agreed delivery and/or performance periods presupposes the complete clarification of all economic, technical and logistical issues relating to the execution of the order. Compliance with the delivery and/or performance deadlines also requires the timely and proper fulfilment of other obligations of the Client, in particular cooperation services such as the provision of necessary documents, permits, approvals or test specifications to be supplied by the Client as well as the existence of agreed advance payments or securities. If these conditions are not fulfilled in a timely or proper manner, the time limits shall be extended appropriately. The same applies to delivery and/or service dates.

4. Force majeure

4.1 Force majeure means extraordinary events or circumstances that prevent the relevant Contracting Party from performing its obligations under the Contract, provided always that such extraordinary event or circumstance is beyond the control of the relevant Contracting Party and the relevant Contracting Party could not have avoided such extraordinary event or circumstance, or and such an extraordinary event or circumstance is not materially attributable to the other party to the contract.

4.2 Provided that the conditions set out in clause 4.1 are met, force majeure may include, but is not limited to, extraordinary events or circumstances and natural disasters such as earthquake, flood, hurricane, typhoon, fire, invasion, war, government sanctions, terrorist activity, revolution, riot, epidemic or pandemic.

4.3 If a party to the contract is prevented or delayed in fulfilling its obligations under the contract due to force majeure, it must inform the other party of the extraordinary event or circumstances that give rise to the force majeure. Such notification must be made without delay, but no later than within five working days. As far as possible, the notification must also contain the expected duration of the inability to provide benefits. Upon such notification, the Contracting Party shall be released from fulfilment of these obligations for the period for which it is prevented by force majeure and shall notify the other Contracting Party when it is no longer prevented by force majeure. The contracting parties will make all reasonable efforts to keep delays in the performance of this contract due to force majeure as low as possible.

5. Self-delivery

5.1 If, for reasons for which we are not responsible, we do not receive deliveries or services from our suppliers for the provision of our owed contractual supply or service, or do not receive them in sufficient quantity or quality, despite proper and sufficient coverage prior to the conclusion of the contract with the customer, in accordance with the quantity and quality of our supply or service agreement with the customer (congruent covering), we will inform our client in writing in good time. In this case, we are entitled to postpone the delivery or service by the duration of the hindrance, provided that we have complied with our above obligation to provide information and we have not assumed any procurement risk in accordance with § 276 of the German Civil Code (BGB) or a delivery or performance guarantee.

5.2 If a delivery and/or performance date or a delivery and/or service period has been bindingly agreed upon and the date or deadline is exceeded due to events pursuant to Section 5.1, the Client shall be entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period on account of the part that has not yet been fulfilled. Further claims by the Client, in particular those for damages, are excluded in this case.

5.3 Clause 5.2 shall apply mutatis mutandis if, for the reasons mentioned in Clause 5.1, it is objectively unreasonable for the Client to continue to adhere to the contract, even without a contractual agreement on a fixed delivery and/or performance date.

6. Delay

6.1 We shall only be in default by a reminder, unless otherwise provided for by law or contract. Reminders from the client must be in writing.

6.2 If we do not provide a due and possible service or delivery or do not provide it as owed, the Client may withdraw from the contract and, provided that we culpably breach a contractual obligation, demand damages instead of performance or reimbursement of futile expenses, without prejudice to the further requirements set out in the following paragraphs. A further prerequisite is that the Client has set a reasonable period of time for performance or delivery or subsequent performance and that this period has expired without success. The provisions of § 281 (2) and 323 (2) of the German Civil Code (BGB) remain unaffected.

6.3 The Client shall be obliged to observe the grace period in accordance with the above No. 5.2 with the unequivocal declaration that, after the fruitless expiry of the grace period, he will refuse the delivery and that he will not be able to comply with the provisions of the additional period of time referred to in the above No. 5.3 will assert the resulting rights against us

6.4 If the performance has already been partially performed, the Client may only claim damages instead of the entire service to the extent that its interest in the entire service so requires. In this case, a withdrawal from the entire contract is only possible if the client is not interested in a partial performance.

6.5 If we are in default, claims for damages due to breach of duty only exist in accordance with the provision in Section 14.

7. Transfer of risk, acceptance, packaging

7.1 Unless otherwise agreed, the service or delivery is "FCA Bochum" (Lise-Meitner-Allee 19, 44801 Bochum or Meesmannstraße 107, 44807 Bochum), agreed (Incoterms®).

7.2 The risk of accidental loss and accidental deterioration shall pass in accordance with the above commercial clause. The delivery of the service or delivery shall be equivalent if the Client is in default of acceptance.

7.3 For services, the Client shall accept the performance certificates on a monthly basis. With the acceptance of the proof of performance, the client also accepts the measurement data uploaded up to the time of dispatch of the proof of performance. There will be no final acceptance. With the last monthly acceptance, the risk is transferred to the client. Due to insignificant defects, acceptance by the customer cannot be refused. A service is also considered accepted if the client has not refused acceptance within this period 30 days after receipt of the proof of performance, stating at least one defect. It is equivalent to acceptance if the client is in default of acceptance.

7.4 If we have agreed on acceptance for deliveries, the acceptance will take place at the customer's headquarters – unless otherwise agreed. The agreement on an acceptance does not change the agreed transfer of risk in accordance with Section 7.1, the regulation on the transfer of risk in accordance with Section 7.1 remains unaffected in this case. Due to insignificant defects, acceptance by the customer cannot be refused. A service shall also be deemed to have been accepted if we have set the Client a reasonable period of time for acceptance and the Client has not refused acceptance within this

period, stating at least one defect. It is equivalent to acceptance if the client is in default of acceptance.

7.5 If the Client is in default of acceptance, fails to cooperate or if our delivery and/or performance is delayed for other reasons for which the Client is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs).

7.6. Unless otherwise agreed in individual cases, packaging materials will not be taken back by us. The Client is obliged to ensure that the packaging materials are disposed of at its own expense. If it has been agreed in an individual case that reusable packaging materials (e.g. pallets, transport boxes, etc.) are to be returned to us, these will only be provided to the Client on loan and will not be invoiced in accordance with Section 11.1; in this case, the client is obliged to return the goods in proper condition, i.e. completely emptied and without damage.

8. Obligations of the client to cooperate

8.1 The Client shall provide the agreed cooperation and provision services in the required quality and on the agreed dates or those required after the project realisation / order processing. The obligation to provide ends as soon as the components provided are no longer needed for the project implementation.

8.2 The Client shall inform us in full of all facts relevant to the performance of our service. As part of our duties to audit and provide advice, we are generally not obliged to check the completeness and correctness of data, information or other services provided by the client, unless there is any reason to do so taking into account the respective circumstances of the individual case or the order expressly includes it.

8.3 Insofar as one or more acts of cooperation on the part of the Client are necessary for the performance of our service, the Client shall perform these at his own expense; Expenses will only be reimbursed if this has been expressly agreed. If he does not comply with his or her obligations to cooperate, does not comply with it in a timely manner or does not comply properly, we are entitled to charge him for the additional expenses incurred as a result in accordance with Section 7.4. Further statutory claims are expressly reserved.

9. Scope and Conduct of Audits

9.1 Unless otherwise agreed in the individual case, information and statements made by us in the provision of our services always and exclusively refer to the subject matter of the test provided in the respective individual case.

9.2 We provide our services and deliveries in accordance with the recognised current state of the art and, if individually agreed, taking into account the specifications of the client. The issuance of a test certificate does not contain any statement about the usability or quality of the test object beyond the specific content of the test certificate.

9.3 The transport and, if necessary, return transport of test objects of the Client is the responsibility of the Client and is carried out at its own expense and risk; the return transport will only be carried out at the express request of the client. If the return transport is taken over by us as agreed, this is at the expense and risk of the client. The test items handed over by the customer for inspection are not insured against fire, theft, transport damage, etc. These risks are to be covered by the Client or are only covered by us upon express request and for the account of the Client.

10. Ownership; Contractor's lien

10.1 Until full payment of all our present and future claims under the purchase contract and an ongoing business relationship (secured claims), we reserve ownership of the deliveries.

10.2 The deliveries subject to retention of title may not be pledged to third parties before the secured claims have been paid in full, nor may they be transferred or encumbered with any other rights of third parties as a precautionary measure. The Client must notify us immediately in writing if an application for the opening of insolvency proceedings has been filed or if third parties access the goods belonging to us.

10.3 Due to our receivables from services, we are entitled to a lien on the object of the client that has come into our possession. The lien can also be asserted on the basis of claims arising from services performed in the past, insofar as these are related to the subject matter of the contract. For other claims arising from the business relationship, the lien shall only apply to the extent that these claims are undisputed, acknowledged or legally established.

11. Prices and payment terms

11.1 Unless otherwise agreed in the individual case, our current prices at the time of conclusion of the contract shall apply plus the respective statutory value added tax, excluding packaging; this will be invoiced separately.

11.2 If no fixed price has been agreed upon and it turns out during the performance of a service that the costs will exceed the amount estimated to the client by more than 10%, we will inform the client of this. In this case, the client is entitled to terminate the contract analogously to § 649 BGB. We will then only bill for the services we have provided up to this point. The same applies if we withdraw from the contract for good cause or if it is terminated by mutual agreement.

11.3 If the Client so wishes, we will cover a delivery with transport insurance. The same applies to insurance (e.g. fire, theft, etc.) in the context of the provision of our services. The costs incurred in this respect shall be borne by the client.

11.4 Unless otherwise agreed in the individual case, the purchase price or remuneration for deliveries and/or services is due within 30 days of invoicing and delivery or acceptance. Payments of remuneration for a service are considered (partial) payments after acceptance.

11.5 Upon expiry of the above payment period, the Client shall be in default. The purchase price or the remuneration shall bear interest during the delay at the applicable statutory default interest rate. We reserve the right to assert further damages for delay. Our claim to commercial interest (§ 353 HGB) remains unaffected vis-à-vis merchants.

12. Liability for material defects and defects of title for services

12.1 The statutory provisions shall apply to the rights of the Client in the event of material defects and defects of title of services, unless otherwise specified below. In all cases, the Client's rights arising from separately issued guarantees remain unaffected.

12.2 The basis of our liability for defects is above all the agreement made on the nature and the assumed use of the work. If the condition has not been agreed, it must be assessed in accordance with the statutory provision whether a defect exists or not (§ 633 para. 2 sentence 2 BGB).

12.3 The Client's right to self-performance (§§ 634 No. 2, 637 BGB) is excluded. This does not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the work.

12.4 Notwithstanding Clause 12.3, in urgent cases, e.g. in the event of a threat to operational safety or to avert disproportionate damage, the Client shall have the right to remedy the defect itself and to demand reimbursement from us for the objectively necessary expenses for this purpose. We are to be notified of such self-performance immediately, if possible in advance. The right of self-performance does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

12.5 The Client's rights to subsequent performance, self-performance, withdrawal or reduction are excluded if he accepts a defective work without reserving the above rights at the time of acceptance due to the defect, even though he is aware of the defect.

12.6 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as removal and installation costs, if applicable, in accordance with the statutory regulation and these GTC, if a defect actually exists. Otherwise, we can demand reimbursement from the Client for the costs incurred as a result of the unjustified demand for the remedy of defects if the Client knew or could have recognised that there was actually no defect.

12.7 If a reasonable period of time to be set by the Client for subsequent performance has expired without success or is dispensable under the statutory provisions, the Client may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, in the event of an insignificant defect, there is no right of withdrawal.

12.8 The Client's claims for damages or reimbursement of futile expenses (§ 284 BGB) shall also only exist in the event of defects in the work in accordance with the following Section 14.

12.9 By way of derogation from Section 634a (1) No. 1, the general limitation period for claims arising from defects of quality and title shall be one year from delivery. If acceptance has been agreed, the limitation period begins with acceptance. If the subject matter of the contract is a building or a work whose success consists in the provision of planning or supervision services for it, the limitation period is 5 years from acceptance in accordance with the statutory regulation (§ 634a para. 1 no. 2 BGB). Other special statutory provisions on the statute of limitations (in particular 634a para. 3, 639 BGB) also remain unaffected.

12.10 By way of derogation from Clause 12.9, claims for damages by the Client, which are subject to Clause 14.2, in which the 1st, 3rd and 6th indents fall, shall be time-barred exclusively in accordance with the statutory limitation periods.

13. Liability for material defects and defects of title for deliveries

13.1 The statutory provisions shall apply to the rights of the Client in the event of material defects and defects of title, unless otherwise provided below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 et seq. of the German Civil Code) and the rights

of the customer under separately issued guarantees remain unaffected.

13.2 The basis of our liability for defects is above all the agreement made regarding the nature and the assumed use of the delivery (including accessories and instructions). In this sense, all product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by us at the time of conclusion of the contract are considered to be quality agreements. If the quality has not been agreed, it must be assessed in accordance with the statutory provision whether a defect exists or not (§ 434 para. 3 BGB).

13.3 In the case of deliveries of digital elements or other digital content, we are only obliged to provide and, if necessary, update the digital content if this expressly results from a quality agreement in accordance with clause 13.2. We assume no liability for public statements by the manufacturer and other third parties in this respect.

13.4 As a matter of principle, we are not liable for defects that the client is aware of at the time of conclusion of the contract or is not aware of due to gross negligence. Furthermore, the Client's claims for defects require that it has complied with its statutory inspection and notification obligations (Sections 377, 381 of the German Commercial Code). In the case of deliveries intended for installation or other further processing, an examination must always be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing immediately. The Client is obliged to check deliveries for obvious damage upon receipt and to notify the carrier in writing of obvious damage upon receipt of the delivery. In any case, obvious defects must be reported to us in writing within 3 working days of delivery and defects that are not recognizable during the inspection within the same period of discovery within the same period of discovery. Obvious defects must be proven to us, e.g. by submitting a photo. If the client fails to properly inspect and/or report defects, our liability for the defect that is not reported or not reported in time or not properly reported is excluded in accordance with the statutory provisions. In the case of a delivery intended for installation, attachment or installation, this shall also apply if the defect as a result of the breach of one of these obligations only became apparent after the corresponding processing; in this case, in particular, the Client shall not be entitled to reimbursement of corresponding costs ("removal and installation costs").

13.5 If the delivered item is defective, we can first choose whether we provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of supplementary performance chosen by us is unreasonable for the Client in an individual case, the Client may reject it. Our right to refuse supplementary performance under the statutory conditions remains unaffected.

13.6 We are entitled to make the subsequent performance owed dependent on the Client paying the purchase price due. However, the Client is entitled to retain a part of the purchase price that is appropriate in relation to the defect.

13.7 The Client shall give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the complained goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to us at our request in accordance with the statutory provisions; the client has no claim for restitution. Supplementary performance does not include the removal, removal or deinstallation of the defective item or the installation, attachment or installation of a defect-free item, if we were not originally obliged to perform these services; The Client's claims for reimbursement of corresponding costs ("removal and installation costs") shall remain unaffected.

13.8 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provision and these GTC, if a defect actually exists. Otherwise, we can demand reimbursement from the Client for the costs incurred as a result of the unjustified demand for the remedy of defects if the Client knew or could have recognised that there was actually no defect.

13.9 In urgent cases, e.g. in the event of a threat to operational safety or to avert disproportionate damage, the Client shall have the right to remedy the defect itself and to demand reimbursement from us for the objectively necessary expenses for this purpose. We are to be notified of such self-performance immediately, if possible in advance. The right of self-performance does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

13.10 If a reasonable period of time to be set by the Client for subsequent performance has expired without success or is dispensable under the statutory provisions, the Client may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, in the event of an insignificant defect, there is no right of withdrawal.

13.11 Claims by the Client for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a purchase of consumer goods (Sections 478, 474 of the German Civil Code) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u of the German Civil Code (BGB)). Claims of the customer for damages or reimbursement of futile expenses (§ 284 BGB) also exist only in the case of defects in the goods in accordance with the following section 14.

13.12 By way of derogation from Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from defects of quality and title shall be one year from delivery. If the subject matter of the contract is a building or an object that has been used for a building in accordance with its usual use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the statutory regulation (Section 438 (1) No. 2 of the German Civil Code). Other special statutory provisions on the limitation period also remain unaffected (in particular §§ 438 (1) no. 1, (3), 444, 445b).

13.13 By way of derogation from Clause 13.12, claims for damages by the Client, which are subject to Clause 14.2, in which the 1st, 3rd and 6th indents apply, shall be time-barred exclusively in accordance with the statutory limitation periods.

14. Exclusion and limitation of liability for deliveries and services and other claims for damages

14.1 Subject to the following exceptions, we shall not be liable, in particular not for claims by the Client for damages or reimbursement of expenses – regardless of the legal basis – in the event of breach of obligations arising from the contractual relationship.

14.2 The above exclusion of liability pursuant to clause 14.1 does not apply:

- for own intentional or grossly negligent breaches of duty or intentional or grossly negligent breaches of duty by legal representatives or vicarious agents;
- for the breach of material contractual obligations; essential contractual obligations are those whose fulfilment characterises the contract and on which the Contractor may rely;
- in the event of injury to body, life and health, including by legal representatives or vicarious agents;
- in the event of delay, provided that a fixed date of delivery and/or performance was agreed;
- insofar as we have fraudulently concealed a defect, assumed a guarantee for the quality of our goods, the existence of a successful performance or a procurement risk within the meaning of § 276 BGB;
- in the case of legally mandatory liability elements, in particular the Product Liability Act.

14.3 In the event that we or our vicarious agents are only guilty of slight negligence, we shall only be liable for the foreseeable damage typical of the contract, even in the event of a breach of essential contractual obligations. This does not apply if we or our vicarious agents are guilty of malice, intent or gross negligence, for claims for injury to life, limb or health as well as in the case of the above section 14.2, there 4.5. and 6. Indent. Any further liability is excluded.

14.4 The exclusions of liability in accordance with Sections 14.1 to 14.3 above shall apply to the same extent for the benefit of our executive bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.

14.5 A reversal of the burden of proof is not associated with the above provisions.

15. Set-off and retention

15.1 The Client shall only have a right of set-off with regard to counterclaims that are undisputed, acknowledged by us or legally established. Section 215 of the German Civil Code remains unaffected.

15.2 The Client shall only be entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship.

16. Use of software and test procedures programmed by us

16.1 Insofar as software, programmed test procedures or intellectual property of ours are included in the scope of delivery, the Client is granted a non-exclusive, permanent and non-transferable right to use them, including their documentation, within the scope of their intended use and, if applicable, in compliance with the appropriate license conditions. It is provided for exclusive use on the test systems intended for this purpose.

16.2 The Client is only permitted to reproduce, revise, translate or convert the software, test procedures or intellectual property from object code to source code to the extent permitted by law. The Client is

obliged not to remove or change manufacturer's information, in particular copyright notices, without our prior express consent.

16.3 Any use of the Software, the programmed test procedures or the intellectual property other than that set out in Sections 16.1 and 16.2 is prohibited. In particular, the granting of sub-licences by the Client to third parties is not permitted.

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

17.1 Unless otherwise stated in the order confirmation, the place of performance is our registered office in Bochum.

17.2 If the Client 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 place of jurisdiction – including international jurisdiction – for all disputes arising directly or indirectly from the contractual relationship shall be our place of business in Bochum. The same applies if the client is an entrepreneur within the meaning of § 14 BGB (German Civil Code). The same place of jurisdiction applies if the client does not have a general place of jurisdiction in Germany, moves his place of residence or habitual residence out of Germany after the conclusion of the contract, or if his place of residence or habitual place of residence is not known at the time of filing the action. However, in all cases we are also entitled to file a lawsuit at the general place of jurisdiction of the client. Overriding statutory provisions, in particular on exclusive competences, remain unaffected.

17.3 All legal relationships between the Client and us arising from and in connection with the contract shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods, Federal Law Gazette 1989, II, p. 588, ber. 1990 II, 1699).

18. Data protection and confidentiality

18.1 We process the Client's data required for the processing of business in compliance with the provisions of data protection law.

18.2 The Contracting Parties undertake to treat confidentially all objects (e.g. data, documents, information) that are legally protected or contain business or trade secrets or are designated as confidential before or during the performance of the contract from the respective other Contracting Party, even after the end of the contract, unless they are publicly known without violating the duty of secrecy. Furthermore, the contracting parties undertake not to treat as trade secrets any obvious commercial and technical details that become known to them through the business relationship. The contracting parties shall store and secure these objects in such a way that access by third parties is excluded. The Client may not advertise its business relationship with us without our prior written consent.

18.3 We are entitled to obtain information about creditworthiness from commercial and credit reference agencies.

19. Partial Invalidity

19.1 Should a provision of the contract, including these GTC, be or become invalid or unenforceable in whole or in part for reasons of the law of the General Terms and Conditions pursuant to §§ 305 to 310 BGB, the statutory provisions shall apply.

19.2 Should a present or future provision of the contract be or become wholly or partially invalid/void or unenforceable for reasons other than the provisions relating to the law of the General Terms and Conditions pursuant to §§ 305 to 310 of the German Civil Code, the validity of the remaining provisions of this contract shall not be affected and the provisions pursuant to Section 19.3 below shall apply. The same applies if a gap in need of supplementation arises after the conclusion of the contract.

19.3 The parties shall replace the invalid/void/unenforceable provision or gap requiring filling in for reasons other than the provisions relating to the law of the General Terms and Conditions pursuant to §§ 305 to 310 of the German Civil Code (BGB) with a valid provision that corresponds in its legal and economic content to the invalid/void/unenforceable provision and the overall purpose of the contract. § 139 BGB is expressly excluded. If the nullity of a provision is based on a measure of performance or time (time limit or deadline) specified therein, the provision must be agreed with a legally permissible measure that comes closest to the original measure.

As of: June 2024