

Lease and Service Conditions („Robot as a Service“)

by United Robotics Group GmbH

1. PURPOSE OF THE LEASE AND DESCRIPTION OF SERVICES

- 1.1 The purpose of the lease and service conditions is the leasing out of a robot and the provisions of services (RaaS Services) by United Robotics Group GmbH („United Robotics Group“), registered at the Walsrode Court under number HRB 209124, to the customer („Customer“) for a defined, demand-oriented period of time as a service (Robot as a Service) („RaaS“) as specified in the Quote signed by the Customer and/or the specific terms („Specific Terms“).

These Lease- and Service conditions and the Quote and/or the Specific Terms form part of the contract („Contract“). Any specific terms and conditions expressly agreed between the Parties in the Quote and/or the Specific Terms will prevail upon these lease and service conditions.

United Robotics Group and the Customer are collectively referred to as the „Parties“ and individually as a „Party“.

The lease of the respective robot („RaaS Robot“) as well as the provision of the services (hardware, maintenance, service delivery & support) by United Robotics Group to the extent agreed with the Customer („RaaS Services“) as listed and described in the Quote and/or constitute a uniform contract in its basic variant; the Customer can also book additional RaaS Services (in particular, content creation, implementation, onsite support), which are to be remunerated separately. The RaaS Services to be provided by United Robotics Group shall only be used by the Customer for the respective RaaS Robot as identified under the Quote and/or the Specific Terms.

- 1.2 The exact scope of functions of the RaaS Services depends on the status of the system software and technical progress. The Customer is aware that the scope of the functions of the RaaS Services may therefore change over time. The scope of services offered by United Robotics Group within the scope of RaaS Services that is possible on the basis of the technical equipment of the relevant RaaS Robot is therefore agreed in each case.
- 1.3 The Customer shall use the RaaS Robot(s) including the software and any agreed additional components exclusively in the set-up agreed between the Parties.
- 1.4 The RaaS Robot is in operational condition as specified in the handover protocol to be drawn up at the time of handover in accordance with clause 8.
- 1.5 The lease of the RaaS Robots and the provision of the RaaS Services for the RaaS Robots will be carried out by United Robotics Group exclusively in accordance with the provisions of the Contract and these general terms and conditions. The Customer agrees to expressly waive the right to invoke any other general terms and conditions.

2. TERM AND TERMINATION

- 2.1 The Contract shall run for the agreed term unless terminated earlier in accordance with the following provisions. The Contract will be effective for a fixed period as specified on the Quote and/or the Specific Terms, starting at the delivery date of the RaaS Robot. Unless United Robotics Group is notified a defect or a material damage of the RaaS Robot in writing by the Customer within three (3) days after delivery of the RaaS Robot, it shall then be presumed that the RaaS Robot was delivered without defect and accepted by United Robotics Group.
- 2.2 Either party is entitled to terminate the Contract at any time for good cause with immediate effect.
- 2.3 Good cause for United Robotics Group shall be deemed to exist in particular if:
- 2.3.1 the Customer uses the RaaS Robot in a manner contrary to the terms of this Contract; or
- 2.3.2 the Customer uses a RaaS Robot in location other than the agreed location without United Robotics Group's prior written consent; or
- 2.3.3 the Customer is in default of payment of the remuneration or a not insignificant part of the remuneration on two (2) consecutive dates or is in default of payment of the remuneration in a period comprising more than two (2) dates, in an amount at least equal to the remuneration for two (2) months; or
- 2.3.4 there is a significant deterioration of the Customer's assets (evidenced by a downgrade by a reputable rating agency); or
- 2.3.5 the Customer or one of its creditors files an application for the opening of insolvency proceedings or comparable proceedings or the opening is rejected for lack of assets.

- 2.4 In the event of an actual or economic total loss of a RaaS Robot, the Contract in respect of that RaaS Robot shall terminate without notice; otherwise, the Contract shall remain unaffected. In this case, United Robotics Group is not obliged to replace or repair the RaaS Robot.

- 2.5 A termination notice must be sent in writing to be effective (email sufficient).

- 2.6 The RaaS Robot shall be immediately returned by the Customer to United Robotics Group under the conditions as provided in article 8.3 below.

3. REMUNERATION AND PAYMENT

- 3.1 The Customer shall pay United Robotics Group the remuneration as agreed by the Parties in the Quote and/or the Specific Terms and for the lease of the RaaS Robot and any additionally agreed RaaS services or license and additional fees. The remuneration and/or any additional fees is/are exclusive of taxes (VAT or similar).

- 3.2 The remuneration regarding any additional RaaS Services agreed between the Parties and subscribed by the Customer during the performance of the Contract shall be calculated in accordance with United Robotics Group's price list valid at the time of the subscription to the said services;

- 3.3 The remuneration and, if applicable, fees for additional RaaS Services and/or license fees will be invoiced by United Robotics Group under the conditions specified in the Quote and/or the Specific Terms. Invoices shall be issued in Euros, and payment shall be made in the same currency. It is agreed between the Parties that due to generally rising wage cost and material prices, United Robotics Group reserve the right to an annual price adjustment. The adjustment is based on the inflation rate of the respective year published by the Bundesbank.

- 3.4 The payment of the remuneration and if applicable additional fees must be made by bank transfer by the Customer within fourteen (14) calendar days of receipt of the invoice issued by United Robotics Group. The transfer must be made to the bank account of United Robotics Group specified in the respective invoice. These payments are definitive and shall not be subject to reimbursement, unless specifically stipulated otherwise, in writing.

- 3.5 In case of late payment by the Customer, without prejudice to any right of United Robotics Group including the right to terminate the Contract, the Customer shall be entitled to:

- late-payment interests according to § 286 German Civil Code (BGB) at the refinancing interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year in question, plus nine (9) percentage points; according to § 187 BGB the late-payment interests run from the day following the expiration date of the deadline of payment of the considered invoice until the date of payment of principal included; the late-payment interests are calculated on the amount all taxes included,
- a compensation for recovery charges according to § 288 sec. 5 BGB is fixed at forty (40) euros.

- 3.6 All bank charges and transfer costs shall be borne by the Customer.

4. OPERATION OF THE RAAS ROBOTS

- 4.1 The Customer is responsible for ensuring that the operating conditions for a RaaS Robot are safe, in particular with regard to a safe environment for the operation of a RaaS Robot. In particular, the Customer shall ensure that all mandatory regulations relating to the operation of a RaaS Robot applicable in the relevant jurisdiction are observed and complied with, in particular all occupational health and safety regulations.

- 4.2 The Customer shall operate the RaaS Robot in accordance with the operating instructions provided by United Robotics Group on Customer's request and the safety instructions provided by United Robotics Group (verbally and/or in writing) from time to time, in particular with regard to the environment (temperatures, weather conditions, etc.) in which the respective RaaS Robot is to operate. The Customer may not use the RaaS Robot outside the agreed application.

- 4.3 The RaaS Robot shall be protected from overuse; for example, the Customer shall comply with any warnings given by the RaaS Robot and remedy the cause of the warning without delay. The Customer is not entitled to make any modifications to the RaaS Robots without United Robotics Group's prior written consent.

- 4.4 The Customer undertakes to have the RaaS Robot operated only by suitable, qualified and trained personnel.

5. THE CUSTOMER'S DUTY TO COOPERATE

- 5.1 The Customer must ensure that an internet connection with a sufficient data line (as specified by United Robotics Group) is available in the event that RaaS Services are used. The connection costs shall be borne by the Customer.
- 5.2 If certain hardware components are required for the provision of the RaaS Services which are not included in the scope of services, the Customer shall be solely responsible for procuring the required hardware (in accordance with United Robotics Group's specification).
- 5.3 The Customer must ensure that the RaaS Robots and the system software are in a technically faultless, maintained condition and that no changes have been made to the installed system software without the consent of United Robotics Group.
- 5.4 The Customer shall provide, at its own expense, trained specialist personnel required for the use of the RaaS Services and the RaaS Robot. Furthermore, the Customer undertakes to provide regular and sufficient training to the specialist personnel deployed on the technical service facilities required for the RaaS Services and the RaaS Robot.
- 5.5 The Parties shall take reasonable precautions in accordance with the respective state of the art to prevent viruses from penetrating the Parties' software. Should viruses and other malicious software occur at one of the parties which could impair the RaaS Services or be transferred to systems of the other Party, the respective other Party shall be informed of this in writing (e-mail is sufficient) without delay. The Customer shall ensure that its data is backed up on a regular basis - at least once a day. In the event of a loss of the Customer's data for which United Robotics Group is responsible, United Robotics Group's liability shall be limited to the expenditure incurred for the restoration of the data from the back-up.
- 5.6 The Customer undertakes to properly store access data and in particular passwords which are required for the use of the RaaS Services. They must be kept secret and may not be passed on to unauthorized third parties.
- 5.7 In the event of failure of the data transmission path between a RaaS Robot and the Customer and/or between United Robotics Group itself and the Customer, in particular due to disruptions in the transmission paths, and in the event of missing or insufficient data, United Robotics Group shall be released from its performance obligations with regard to the RaaS Services.
- 5.8 The Customer must ensure that no persons - in whatever form and at whatever stage - are endangered in connection with the performance of a RaaS Service on its premises. In cases in which an augmented reality service can lead to a risk to persons and property, the Customer must, for reasons of supervisory duty, provide feedback to United Robotics Group to the effect that the intended measure can be carried out without risk.

6. MAINTENANCE OF THE RAAS ROBOTS

- 6.1 During the term of the Contract, United Robotics Group shall be responsible for the maintenance and servicing of the RaaS Robots. For the purposes of the Contract, the term "maintenance" includes all measures required to keep the RaaS Robots in the condition specified in the Contract, to prevent damage and to remedy the consequences of wear and tear, ageing or weathering.
- 6.2 The Customer shall grant United Robotics Group or a third party performing maintenance for United Robotics Group access to its premises and the respective RaaS Robot for the purpose of performing the maintenance. Downtimes of the RaaS Robots for maintenance and servicing work shall not entitle the Customer to a reduction of the remuneration.
- 6.3 In the event of a defect in a RaaS Robot, the Customer must inform United Robotics Group without delay.
- 6.4 United Robotics Group will remedy the defect without undue delay at its own expense, unless the defect is due to improper handling or operation of the RaaS Robot by the Customer or third parties (unless such third parties are deemed to be vicarious agents of United Robotics Group).
- 6.5 The Customer shall bear all costs (in particular labour, material and spare parts costs) for the repair of the RaaS Robot (i.e. measures to remedy damage going beyond maintenance) caused by the use of the RaaS Robots and attributable to the Customer or third parties (unless these third parties are deemed to be vicarious agents of United Robotics Group). Downtimes of the RaaS Robots for these repairs do not entitle the Customer to a reduction of the remuneration.
- 6.6 Repair work may only be carried out by United Robotics Group or by commissioned third parties. The Customer shall grant United Robotics Group or the respective third parties access to its premises and the respective rented items in order to carry out such repair work.

7. UPDATES OR MODIFICATIONS TO THE RAAS ROBOTS

- 7.1 During the term of the Contract, United Robotics Group shall be entitled to make any updates or changes to the RaaS Robots which United Robotics Group considers necessary without the consent of the Customer, but in such case United Robotics Group shall not be entitled to increase the Fee as a result of such updates and/or changes, unless such updates and/or changes were required by the Customer for its specific needs.
- 7.2 In order to carry out updates and/or changes, the Customer shall allow United Robotics Group sufficient time during which United Robotics Group has access to the RaaS Robots to carry out the necessary work. The Customer shall not owe any remuneration for the duration of the work unless such updates and/or modifications were required by the Customer for its specific needs. United Robotics Group shall in no event owe the Customer compensation for any loss of profit or other consequential costs incurred during the period of the works.
- 7.3 If, during the term of a Contract, a competent regulatory authority issues new regulations governing the operation or terms of use of the RaaS Robots, United Robotics Group shall use its reasonable endeavors to comply with such new regulations and update and/or amend the RaaS Robots accordingly. The costs of further development in this regard shall be compensated by an appropriate increase in remuneration agreed in good faith between the Parties. If, after examination by United Robotics Group, the new provisions cannot be fulfilled or can only be fulfilled at disproportionate expense and United Robotics Group therefore refuses to implement these new provisions, the Customer may terminate the Contract within a period of two (2) weeks after receipt of United Robotics Group's written refusal. However, the termination can be declared at the earliest when the new regulations come into force. Should a new arrangement result in a standstill of a RaaS Robot, this shall not release the Customer from its obligation to pay the remuneration. United Robotics Group is not obliged to compensate the Customer for the damage caused by the standstill of a RaaS Robot as a result of new binding regulations.

8. HANDOVER AND RETURN

- 8.1 The Parties shall inspect the RaaS Robot together and draw up a record thereof, both when the RaaS Robot are handed over to the Customer and when the RaaS Robot is returned to United Robotics Group.
- 8.2 United Robotics Group shall deliver the RaaS robot to the Customer at the agreed time to the named place of destination. Delivery shall be made DAP (Incoterms 2020), unless the parties have agreed otherwise in the offer and/or in the special conditions. Costs and risks shall pass from United Robotics Group to the Customer at the agreed place of destination, i.e. United Robotics Group shall bear all risks in connection with the transport of the RaaS robot to the named place.
- 8.3 At the termination or expiry of the Contract, the Customer shall return the RaaS Robot to United Robotics Group at the agreed place of return or - in the absence of such - at United Robotics Group's principal place of business. Sentences 2 and 3 of the preceding paragraph 8.2 shall apply mutatis mutandis to the return transport of the RaaS Robot from the place of installation to the agreed place of return.
- 8.4 If the return of the RaaS Robot is delayed for any reason whatsoever, the Customer shall continue to pay the remuneration for the duration of the delay. An indemnity equal to the amount of the remuneration pro rata temporis, between the date of termination of the Contract and the date of actual return of the RaaS Robot, increased by twenty-five percent (25%) shall be invoiced by United Robotics Group to be the Customer. Further claims for damages by United Robotics Group in the event of a delayed return remain unaffected. An automatic extension of the deadline according to § 545 BGB is excluded.
- 8.5 In the event of force majeure events (within the meaning of clause 16), the handover and/or return date shall be postponed by a reasonable period of time, insofar as such hindrances have a demonstrably significant impact on the respective handover or return date.
- 8.6 The RaaS Robot is to be returned in the condition documented in the handover protocol at the time of handover. If, at the time of return, the United Robotics Group RaaS Robot is not in a condition that corresponds to the condition documented in the handover protocol at the time of handover, United Robotics Group is entitled to repair the RaaS Robot at the Customer's expense or to claim damages. Until completion of the repair, the Customer shall continue to be obliged to pay the remuneration. Further claims for damages by United Robotics Group remain unaffected. However, the Parties agree that the Customer shall not be liable for normal wear and tear of the RaaS Robot.

9. PROPERTY

- 9.1 Ownership of the RaaS Robot shall at all times remain with United Robotics Group.

9.2 The Customer shall keep the RaaS Robot free from all rights of third parties. The Customer must inform United Robotics Group immediately of any attachment or seizure of a RaaS Robot.

9.3 The Customer shall not damage, alter, remove or obscure any marks, numbers or other inscriptions affixed by United Robotics Group to the RaaS Robot in particular the marking that identifies the ownership of the RaaS Robot. If a creditor of the Customer enforces the property of United Robotics Group, the Customer is obliged to inform United Robotics Group immediately in writing. The same shall apply in the event that an application is made to open insolvency proceedings against the assets of the Customer.

9.4 All know how and/or intellectual property rights related to the RaaS Robot and the RaaS Services shall remain vested in United Robotics Group licensors, no transfer of right being made to the Customer under the Contract. Unless otherwise expressly agreed in writing between United Robotics Group and the Customer, the rights granted (if any) to the Customer under the Contract are *intuitu personae*, not sub-licensable and do not transfer to the Customer title or any proprietary or intellectual property rights to the Product.

9.5 If a third party attempts to assert rights to one of the RaaS Robot and/or to the intellectual property right in relation with the RaaS robot and/or the RaaS Services the Customer shall inform United Robotics Group without delay of the person of the third party and the right asserted by the third party concerned.

10. WARRANTY FOR DEFECTS AND LIABILITY OF UNITED ROBOTICS GROUP

10.1 United Robotics Group's strict warranty liability for initial defects in a RaaS Robot that already existed at the time of the conclusion of the Contract pursuant to § 536a BGB is excluded.

10.2 United Robotics Group shall not be liable for any damage caused by the fact that the Customer has used the RaaS Robot outside the defined or agreed application in accordance with article 4.2.

10.3 Liability for loss of profit, loss of production or indirect damage is excluded.

10.4 Other claims for damages by the Customer, including those arising from pre-contractual obligations and tort, may only be asserted insofar as they are based on the following:

10.4.1 wilful intent or gross negligence on the part of United Robotics Group, its executive bodies or its vicarious agents, or

10.4.2 a slightly negligent breach of a material contractual obligation (i.e. an obligation the fulfilment of which is indispensable for the proper performance of the Contract and the observance of which the respective Customer regularly relies on and may rely on) by United Robotics Group, its executive bodies or its vicarious agents, or

10.4.3 a culpable breach of an obligation by United Robotics Group, its organs or its vicarious agents resulting in injury to life, limb or health, or

10.4.4 a mandatory legal liability of United Robotics Group, its bodies or its vicarious agents.

10.5 In the event of a slightly negligent breach pursuant to clause 10.4.2 of the Contract, liability shall be limited to the damage typically foreseeable at the time of conclusion of the Contract.

10.6 If a third party suffers damage to property or personal injury as a result of a RaaS Robot during the term of the Contract and both the Customer and United Robotics Group are liable to the latter for the damage incurred, the Customer shall indemnify United Robotics Group against any contractual and statutory liability unless the damage is attributable to United Robotics Group in accordance with this clause 10.

11. USE OF SOFTWARE AND RAAS SERVICES

11.1 All rights in the software and documentation, including copies in relation with the RaaS Robot and the copyright and all other intellectual property rights in the RaaS Services remain the sole property of the RaaS Services supplier and/or United Robotics Group.

11.2 The terms and conditions ruling the RaaS Robot and the RaaS Services are subject to the acceptance of the relevant agreement (EULA, GCU, SaaS Agreement...) by the Customer. Some Robotics Services are mandatory to perform minimum functionality of the RaaS Robot, some are optional. Those mandatory RaaS Services are by default available but subject to the prior acceptance of the relevant agreement between the supplier of RaaS services and the Customer. The non-acceptance of the relevant agreement will prevent any use of the concerned RaaS Services and will affect in whole or in part the performance and/or functionality of the RaaS Robot, and/or the possibility to develop/test additional feature.

11.3 It is understood that United Robotics Group and/or its partner shall not be liable for any consequences related to the non-acceptation of the above-mentioned relevant agreement. Those consequences shall not be considered as a defect of the RaaS Robot and any amount shall remain due by and/or non-refundable.

12. INTELLECTUAL PROPERTY

12.1 All intellectual property rights connected to the RaaS Robot and/or RaaS Services, including trademarks, patents, copyright and know-how connected to its design, manufacture and marketing are and will remain United Robotics Group respective entities' exclusive and absolute property, and the Contract will not, in any case, allow the transfer of all or part of these rights to the Client's benefit, any participant in the event or beneficiary of the System and more generally to any third Party whatsoever.

12.2 For the avoidance of doubt, the Contract does not constitute an assignment of the know-how, copyrights and patents over the RaaS Robot and the RaaS Services, other than the rights of use specified herein, and does not transfer to the Customer any industrial and/or intellectual property rights, even temporary, over the RaaS Robot and the RaaS Services.

12.3 The Customer may not reproduce the RaaS Robots or parts thereof or assist third parties who attempt to reproduce the RaaS Robots or parts thereof. Similarly, no design plans, drawings or other documentation of the RaaS Robots may be reproduced, copied or disclosed. The Customer is prohibited from applying for any patents or other intellectual property rights in respect of the RaaS Robots or parts thereof to be entered in any register.

13. ASSIGNMENT / SUBLETTING

13.1 The Customer shall not be entitled to assign any rights under the Contract in whole or in part to any third party without United Robotics Group's prior written consent.

13.2 The Customer may not sublet or otherwise transfer the RaaS Robot to third parties or permit the use or joint use of the RaaS Robot without the prior written consent of United Robotics Group.

13.3 The RaaS Robot may not be pledged or assigned as security. In case United Robotics Group authorize the Customer to sublet the RaaS Robot to a third party, the Customer shall previously sign with the said third party a sublet agreement which shall provide general terms and obligation compatible with those stipulated in this Contract.

13.4 The Customer shall remain liable for the third party full compliance with its contractual obligations.

14. SET-OFF / RIGHT OF RETENTION

Unless otherwise provided in the Contract, the Customer shall not be entitled (a) to set off any claims it may have under the Contract or (b) to refuse to perform its obligations under the Contract on the grounds that it has a right of retention, unless the Customer's rights or claims are undisputed or have been upheld by a final decision of a court of competent jurisdiction.

15. CONFIDENTIALITY AND DATA PROTECTION

15.1 The Customer undertakes to use all technical and commercial knowledge disclosed by United Robotics Group, including manufacturing and application know-how about the RaaS Robots as well as the RaaS Services (hereafter "Confidential Information"), which has come to the Customer's knowledge, only in accordance with the Contract and its purpose and not to make this knowledge available to third parties, either directly or indirectly. This obligation shall also apply after termination of the Contract, for whatever reason the contractual relationship is terminated, for a further period of five (5) years. Notwithstanding expiry of this confidentiality period, Confidential Information falling under the definition of trade secrets will be kept confidential in accordance with applicable laws and regulations (Directive (UE) 2016/943 of the European Parliament and of the Council of 8 June 2016 and any applicable local law.

15.2 The Customer undertakes to impose a corresponding obligation on its employees and to ensure compliance with this obligation by its employees.

15.3 Each Party declares and guarantees that it will process personal data exchanged in the framework of this Agreement in compliance with the provisions of the General Data Protection Regulation of the European Union ("GDPR") or any other applicable law relating to personal data processing. The Parties shall collaborate in good faith under the Agreement in order to ensure compliance with provisions of this article 15.

15.4 All Customer technical data exchanged within the framework of the RaaS Services and other information of the Customer may be used exclusively for the services agreed in the respective Contract. However, United Robotics Group is entitled to use knowledge gained from the provision of the respective United Robotics Group Service to improve its own products and services.

16. FORCE MAJEURE

- 16.1 For the purposes of this Clause 16, the term "Force Majeure" means any circumstance which was not apparent at the time of entering into the Contract and which is not within the control of the Party concerned, including (without prejudice to the generality of the foregoing) strikes, lock-outs, shortage of labour or raw materials, damage to property, accidents, breakdown or failure of plant, machinery, systems or vehicles, damage or destruction of any network facilities or servers, riots, civil commotion, invasions, wars, threat of war or preparation for war, acts of terrorism, fires, explosions, storms, floods, earthquakes, subsidence, pandemics (incl. Covid-19), epidemics or other natural disasters.
- 16.2 If and to the extent that either Party is prevented or delayed by Force Majeure from performing its obligations under this Agreement and gives prompt written notice to the other Party specifying the matters constituting Force Majeure together with such evidence to verify the same as it may reasonably specify and stating the period, for which it is estimated that the prevention or delay will continue, the performance of the contractual obligations shall be suspended and the Party concerned shall be discharged from liability to the other Party for the non-performance or delay in performance of those obligations (as the case may be) but shall nevertheless use its best endeavors to perform its performance obligations under the Contract.
- 16.3 If the suspension lasts for more than one (1) month, the Parties may terminate the Agreement with reasonable notice. In this context, no compensation may be charged to either Party in this respect, except for the Customer paying the remuneration for the lease of the Raas Robot and associated RaaS Services performed on a prorata temporis basis.

17. MISCELLANEOUS

- 17.1 The headings in the Contract are inserted for convenience only and shall not affect the interpretation of the Contract.
- 17.2 Amendments and supplements to the Contract are only valid if they are made in writing and signed by the Parties' respective representatives duly empowered to that effect. This also applies to this written form clause.
- 17.3 To the extent that the Contract relate to certain written notices or amendments, the Parties agree that a signed document sent by facsimile or attached as a scanned copy to an email will suffice.

18. CHOICE OF LAW AND PLACE OF JURISDICTION

- 18.1 The Contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 18.2 To the extent permitted by law, the exclusive place of jurisdiction for all disputes concerning the rights and obligations under the Contract, including its validity, shall be United Robotics Group's registered office.

19. SEVERABILITY CLAUSE

- 19.1 If any provision of the Contract is held void, invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The Parties agree to replace any such invalid, illegal or unenforceable provision with a provision having substantially the same effect consistent with the original intent of the Parties.
- 19.2 If the Contract, proves to be incomplete for reasons other than those mentioned in clause 19.1 of the Contract (in particular due to the absence of provisions, for example due to the overlooking of points requiring provisions), the Parties shall insofar - subject to the possibility and priority of a supplementary interpretation of the Contract - agree on effective provisions which come as close as possible to the economic objectives of the Contract.