

**General Terms and Conditions of  
WESSAMAT Eismaschinenfabrik GmbH**  
(Managing Director Rudolf Jäger,  
Kaiserslautern District Court, HRB 2157, dated November 2010)

**1. Validity, circle of customers**

(1) The following framework conditions apply only to enterprises, corporate bodies under public law and public special estates within the meaning of Article 310, Section 1 of the German Civil Code. Invoices are issued accordingly. Direct deliveries to end consumers are impossible.

(2) The following General Terms and Conditions determine the rights and obligations of Wessamat Eismaschinenfabrik GmbH (hereinafter referred to as the 'contractor') and its respective buyer (hereinafter referred to as the 'client') for the supply of ice making machines/ice cube makers and their accessories as well as the provision of assembly, repair and maintenance services. They are part of all contracts with the contractor. The client's General Terms and Conditions, if different, are not effective unless their validity is expressly agreed upon by the client and the contractor in writing. These framework conditions also apply to all future business relationships between the contractor and the client that are subject to these conditions, even if they are not expressly agreed upon once again. These conditions are deemed to have been accepted at the latest upon acceptance of the goods. The client's acknowledgements referring to its own terms of business or terms of purchase are hereby rejected.

(3) If time limits are specified in working days, then this shall be taken to mean all days of the week with the exception of Saturdays, Sundays and public holidays at the location of the contractor's place of business.

**2. Conclusion of the contract**

(1) Your contract partner is Wessamat Eismaschinenfabrik GmbH. Offers are non-binding until they become contents of a contractual agreement. A contract is only concluded when the contractor accepts the client's order by way of a written confirmation of order or the delivery of the goods, or when the contractor executes the client's order in the case of an assembly, repair or maintenance order. The client is bound by its order for 2 weeks at the most. The contents of the contract are exclusively determined in accordance with the contractor's written confirmation of order in conjunction with these General Terms and Conditions. Amendments or additions to the contract must be in writing. Deviation from the written form must also be agreed in writing.

**3. Time limits and delivery or performance dates, default**

(1) As a matter of principle, delivery or performance dates specified by the contractor are non-binding. Binding delivery dates must be agreed in writing. The same applies to time limits for delivery or performance.

(2) The time limit for delivery or performance commences with the date of the confirmation of order, but not before clarification of all order details and in particular not before the provision of any documents, permits, certificates or approvals to be procured by the client or before the receipt of an agreed deposit or advance payment. Without prejudice to the rights of the contractor arising from default, the agreed time limits and dates shall be postponed by the same amount of time as the client is in default of its obligations to cooperate, in particular with regard to the payment of deposits.

(3) The time limit for delivery is deemed to have been complied with if the delivery item is ready for dispatch or has been dispatched or collected before the expiry of the time limit. In the case of deliveries with installation or assembly and in the case of repair or maintenance, the time limit is deemed to have been complied with if the performance is rendered within the time limit. If the delivery or performance is delayed due to circumstances beyond the contractor's control, the time limit for delivery or performance is deemed to have been complied with if the client is informed of readiness to dispatch or readiness to perform by the expiry of the time limit.

(4) In cases of force majeure and other events beyond the contractor's control that make its deliveries or performances significantly more difficult or impossible, such as operating disruptions (e.g. fire, machine or roller breakage, lack of raw materials or energy), strikes, lawful lockouts or official measures or in case of the default of a subcontractor without our being at fault, the contractor shall be released from its obligations arising from the respective contract; however, this release shall only be for the duration of the hindrance plus an appropriate start-up time if the obstructions are of a temporary nature. The time limit for delivery or performance is extended appropriately in this case, wherein a start-up time must be taken into account. The contractor shall also not be held responsible for the aforementioned circumstances if they occur during an already existing delay. The contractor must inform the client as soon as possible of the beginning and end of such hindrances in serious cases. If the delay is not reasonable for the client, it can withdraw from the contract by means of an immediate written declaration after a prior hearing of the contractor, provided the latter has not already partially fulfilled the contract and – if partial deliveries remain usable for the client in a reasonable manner – only insofar as the performances are affected by the aforementioned circumstances.

(5) The obligation to deliver is voided if the contractor itself is not supplied correctly and in time and is not at fault for the lack of availability and the contractor declares its withdrawal for this reason. In the case of unavailability of the goods, the contractor shall inform the client immediately and, in the case of a withdrawal, shall refund any advance payment without delay.

(6) In the case of call-off orders, the call-off must take place within the agreed time limit, but at the latest within one year following the confirmation of order. Upon the expiry of this time limit, the contractor shall be entitled without prior notice to dispatch the goods and to demand payment.

#### **4. Scope of delivery / scope of performance**

(1) The scope of delivery or performance is determined exclusively by the contractor's written confirmation of order in conjunction with these General Terms and Conditions.

(2) Verbal or written promises deviating from these Terms and Conditions and/or the confirmation of order are only effective with the agreement of the contractor's organs or proxies in a number authorised to represent.

(3) Drawings and specifications of dimensions, performance and weight for the contractor's products, in particular in the contractor's quotations, brochures and catalogues, are only approximately decisive if these are not expressly specified as warranted or guaranteed. These are average values that can differ from practical values. In particular, specifications for product performance apply only to certain framework conditions, which have been taken for this purpose by the contractor as the basis for advertising or other documents relating to the delivery item. The subject of the contract is exclusively the sold delivery item with the agreed characteristics, features and purpose of use. In the absence of an agreement, the product description assigned to the delivery item applies. Insofar as no limits for permissible deviations have been expressly specified and identified as such in the confirmation of order, deviations customary within the industry or deviations reasonable for the client (production and performance tolerances) are permissible.

(4) We reserve the right during the delivery period to make changes to the design and shape in the interests of improving the equipment or due to legal requirements, insofar as the delivery item is not substantially changed and the changes are reasonable for the client.

(5) The contractor is entitled to make partial deliveries, if these are reasonable for the client. The client is not entitled to reject such independent partial deliveries. Partial deliveries are considered to be independent deliveries for the purposes of payment obligations, transfer of risk and warranty obligations. Rights arising in all other respects for the client in relation to the partial delivery, in particular in the case of default or non-delivery of the outstanding delivery, are not affected by this.

#### **5. Prices, price changes**

(1) All prices are net prices and are exclusive of the statutory taxes and fees as well as dispatch, transport and insurance costs. Unless agreed otherwise, prices are ex works including packing.

(2) The agreed prices are calculated by the contractor taking into account the wage, material and energy costs valid at the time of the conclusion of the contract. The contractor shall be entitled to amend the prices if the period between the confirmation of order and the completion of the order exceeds six weeks and the aforementioned wage, material or energy costs increase following the expiry of these six weeks. In this case, the contractor shall be entitled to demand a price in return that is increased proportionally in accordance with these costs as a percentage of the agreed price.

(3) The prices for working hours are based on normal working hours and performance. For overtime and night work, work on Sundays and public holidays as well as work under adverse conditions, the corresponding additional labour costs will be added to the effective wage.

## **6. Terms of payment**

(1) Unless agreed otherwise, the contractor's invoices are payable 14 days after issuing the invoice without deduction. The contractor is entitled, despite differently worded regulations on the part of the client, to initially offset the latter's payments against its debts.

(2) Payments are to be made in Euros and must be free of postage and charges. Bills of exchange and cheques are valid only after redemption and after the contractor can dispose of the sum as a payment. Bills of exchange and cheques are accepted without obligation for their punctual presentation and protest.

(3) Commercial agents and non-managerial employees of the contractor are not authorised to receive payments unless they are in possession of a written authorisation for the specific individual case.

(4) If the agreed payment date is not adhered to, the client is in default without a special notice of default being required. If partial payments have been agreed and the client is in default with two payments, the entire remaining remuneration relating to the delivery items becomes due for payment immediately. In case of default, the contractor is entitled to charge interest at a rate 8% higher than the base lending rate of the European Central Bank from the time concerned. The rate is to be set higher if the contractor can prove a higher interest rate on the debit – in particular the interest rate charged by the commercial banks for open overdrafts. The rate is to be set lower if the client can prove a lower debit. The asserting of further damages due to default is not excluded.

(5) In all other respects the contractor is entitled in the case of default of payment to refuse all deliveries to the client, including those from other contractual relationships, for the duration of the default. The contractor shall not be held liable for any damage caused by the exercising of this right.

(6) If the contractor becomes aware of circumstances appropriate to substantially decrease the creditworthiness of the client, then it shall be entitled to demand immediate payment of all outstanding debts, including those from other contractual relationships with the client. Such circumstances are in particular the suspension of payments, the opening of insolvency or judicial settlement proceedings, the rejection of a request for the opening of insolvency proceedings due to a lack of funds, bill or cheque protests or other concrete indications of a worsening of the client's financial situation. The contractor shall additionally be entitled in these cases to make further deliveries dependent on advance payments or the provision of securities or to withdraw from the contract.

## **7. Dispatch, transfer of risk**

(1) The dispatch takes place at the risk and expense of the client.

(2) The transport mode and route shall be chosen by the contractor to the exclusion of all liability.

(3) The risk is transferred in accordance with the following stipulations, even if the contractor assumes the costs of transport by way of an exception:

- a) In the case of a delivery, the risk is transferred to the client as soon as the delivery items have been handed over to the freight forwarder, carrier or the person or institute carrying out the transport, or as soon as the delivery items have left the contractor's warehouse or works for the purposes of dispatch. This also applies if, by way of an exception, transport takes place at the contractor's expense or using its vehicles. In the case of collection, the risk is transferred as soon as the delivery items have been handed over to the person collecting them. Loading takes place at the collector's risk.

- b) If the dispatch, the delivery or the commencement or carrying out of the installation or assembly is delayed at the request of the client or due to reasons for which the client is responsible, the risk is transferred with the announcement of readiness for dispatch. The client shall bear any warehouse costs arising after the transfer of the risk. In all other respects the contractor shall be entitled, following the setting and fruitless expiry of an appropriate time limit, to dispose of the delivery item otherwise and to deliver to the client with an appropriate extended time limit. The contractor is additionally entitled, following the fruitless expiry of the time limit, to withdraw from the contract and to refuse delivery to the client. The contractor's claims for damages are not affected by the exercising of the right of withdrawal (Article 325, German Civil Code).

(4) The contractor shall insure the goods at the written request and expense of the client.

## **8. Installation services**

(1) The client must reimburse the contractor's expenditure for wages and call-out for the assembly or installation of plants, machines or parts of machines, with corresponding surcharges for overtime and work on Sundays and public holidays. Travel and overnight expenses as well as the costs of the transport of luggage, materials and tools must be reimbursed by the client. Invoicing takes place in accordance with the contractor's 'Service and Installation' rates valid on the day of execution. These are based on the regulations of the 5-day week. The fitters are entitled to a weekly home journey.

(2) Insofar as the contractor has to provide installation services, the client is obliged to promptly create all conditions for the start of installation, to obtain any necessary permits and to prepare the place of installation such that the delivery can be made and the installation work can be carried out without hindrance. This applies in particular to the necessary actions to be performed by the customer and to the supply of tempered water, electricity and compressed air as required or as agreed as well as – if requested – to the provision of transport equipment and manpower support.

(3) The contractor is not obliged to commence with the installation as long as the client has not

- a) approved the drawings of the items to be installed prepared by the contractor, with the dimensions evident therefrom, and has not
- b) informed the contractor in writing that all conditions for the unhindered execution of the installation work in accordance with paragraph 8 (2) above have been satisfied.

(4) The client must inform the contractor immediately of any installation obstacles or difficulties. The client must reimburse the contractor for all additional costs incurred as a result of lack of cooperation for which it is responsible.

(5) The client must provide secure accommodation for the duration of the installation of all items delivered for the installation work.

(6) Installation services can be formally accepted at the contractor's request by the signing of an acceptance protocol. Machine deliveries can be accepted according to agreement. However, services and deliveries are deemed in each case to have been accepted if

- a) the client does not comply with the contractor's request for acceptance or for the signing of the acceptance protocol within 10 days, although the performance is ready for acceptance and the client was thereupon informed that failure to accept effectively constitutes acceptance, or if
- b) the installed item is used by the client for its designated purpose as specified in the contract beyond a test period of two weeks without formal acceptance by the client, or if
- c) the plant or machine is relocated to a place other than the agreed place of installation at the request of the client.

The contractor can demand a functional acceptance of the delivery item or parts thereof at the works. Defects, which are recognisable during this acceptance or which would have been recognisable in the case of collaboration for the functional acceptance and in respect of which claims were not expressly reserved, are excluded, as are subsequent demands for changes to accepted delivery items. In all other respects, the final acceptance of machines or plants shall take place at the place of delivery.

If the client does not comply with his obligations, then the contractor shall be entitled, but not obliged, following announcement and the setting of an appropriate time limit, to perform the actions incumbent on the client in the latter's place and at the latter's expense.

### **9. Spare parts deliveries and repairs**

(1) In the case of spare parts deliveries and repairs, the contractor's findings with the regard to the item to be repaired are decisive for the scope of the performance. Apart from the hours spent working and travelling, charges shall be made for travel costs and the fitter's allowances, as well as for the waiting time in the case of an interruption in the repair work for which the contractor is not responsible. Cost estimates are always non-binding and without commitment. With regard to the time limits for performance and default on the part of the contractor, the regulations in paragraph 3. apply accordingly.

(2) The contractor is entitled to demand payment in advance for repairs and spare parts deliveries.

(3) All orders for repairs and spare parts are executed at the discretion of the expert staff. However, no liability can be accepted for further repairs that later prove to be necessary. Claims on the part of the client for damages as a consequence of defects or for damages outside of the equipment to be repaired are excluded, unless the damages concerned are personal injuries or damage to health or damages attributable to a deliberate act or gross negligence on the part of the contractor or its vicarious agents. In all other respects, paragraph 12 of these General Terms and Conditions applies accordingly.

(4) If the repair proves to be impossible, the client shall bear the costs incurred by the contractor. The same applies if a repair that has begun cannot be completed due to the destruction of the defective item or if for the same reason acceptance can no longer take place or if completion is impossible.

(5) The warranty claims for the repair work carried out by the contractor fall under the statute of limitations within a year after acceptance if this work was not carried out on account of a warranty claim arising from the sales contract for the equipment. In the latter case, the statute of limitations regulations specified in paragraph 12 of these General Terms and Conditions apply.

### **10. Set-off, withholding of payments**

(1) The client is only entitled to set-off, withhold or reduce payments, even if notices of defect or counterclaims are asserted, if the counterclaims have been legally established or are undisputed or accepted.

(2) The client is only entitled to exercise the right to withhold payment insofar as its counterclaim is based on the same contractual relationship.

### **11. Consignment goods**

Consignment goods are made available for a period of three months at the most. Upon the expiry of this time period, the consignment goods are to be returned to the contractor unused in the original packing and carriage-paid, otherwise they shall be deemed to have been 'firmly accepted' at the respectively valid list price.

### **12. Warranty and liability**

(1) Warranty claims are limited in the case of delivery of new goods to a period of one year from the date of delivery. No warranty is given in the case of delivery of used goods.

(2) The client must carefully examine the delivered goods for completeness and defects immediately upon arrival. Any obvious defects are to be reported to the contractor's Service Department immediately after acceptance of the delivery item, but at the latest within a time limit of 14 days starting from receipt of the goods. In case of discovery of concealed defects, notice of defect must be given immediately, but at the latest within 14 days from discovery of the defect. The goods shall otherwise be deemed to have been approved, even in consideration of the respective defect. Punctual dispatch is sufficient for compliance with the time limit. Article 377 of the German Commercial Code additionally applies.

(3) Third parties, such as customer service companies, representatives or fitters, are not authorised to make declarations from which a warranty claim can be derived.

(4) Provided that the client has properly complied with its obligations concerning examinations and notices of defect, the contractor is liable as follows for not insignificant defects of the delivery items: The contractor guarantees that the products are free from manufacturing and material defects and that they are suitable for the purpose of use as specified in the contract. The purpose of use specified in the contract also includes in particular the usage requirements named in the sales brochures and data sheets for the products; paragraph 4 (3) applies to this in all other respects.

(5) Within the warranty period the contractor is obliged, in the case of defects subject to the legal warranty, to provide a supplementary performance free of charge, i.e. to rectify the defect or to make a replacement delivery, whichever it chooses. If the contractor is not willing or is unable to rectify the defect or to make a replacement delivery, or if this is delayed beyond a reasonable time limit for reasons for which the contractor is responsible, or if the rectification of the defect or the replacement delivery should fail for any other reason, then the client shall be entitled to demand a reduction in the purchase price or to withdraw from the contract, whichever it chooses. If the legal prerequisites are satisfied, claims for damages may also apply. Withdrawal from the contract as well as compensation for damages instead of the entire performance are in addition excluded if the defect reduces the value or the suitability of the purchase item or the work only insignificantly.

(6) In the case that the client reports that the products exhibit material defects, the contractor can demand that:

- a) the defective part or equipment is returned to the contractor for repair and subsequent return to the client, or that
- b) the client keeps the defective part or equipment in readiness and a service technician is sent from the contractor to the client to carry out the repair,

whichever it chooses.

In the case of rectification of the defect, the contractor shall bear the costs of transport only insofar as they are not increased due to the purchase item being relocated to a place other than the place of delivery. If the client demands that the rectification of the defect or the installation of a part supplied within the context of a replacement delivery be carried out at a place stipulated by the client, then the contractor can meet this demand, wherein the part delivered as a replacement delivery shall not be charged for; however, the contractor can charge the client for the costs of travel from the place of delivery to the place where the property is situated at its standard rates.

(7) The client must allow the contractor the required time and opportunity to carry out all rectifications of defects and replacement deliveries which the contractor deems necessary at its equitable discretion. The contractor is otherwise freed from its liability for material defects. The client shall only be entitled to rectify the defect itself, or to have it rectified by a third party and to demand the reimbursement of the necessary costs by the contractor, in urgent cases for the prevention of disproportionately large damage, wherein the contractor is to be informed immediately, or if the contractor is in default with the rectification of the defect.

(8) The client's warranty claims do not extend to natural wear, or to damage caused by incorrect or negligent handling, misoperation or excessive use following the transfer of risk. The warranty becomes null and void if the contractor's operating instructions are disregarded, if changes are made to the products, or if replacement parts or cleaning agents are used that do not comply with the original specifications.

(9) The expiry of the statute of limitations for warranty claims is not restrained for the parts of the equipment that are not affected by the supplementary performance. A further extension of the warranty period comes into force only if this had been agreed in writing with the contractor. The handling of defects takes place without acknowledgement of a legal obligation and does not represent an acknowledgement without express confirmation. This also applies to cases in which the contractor provides a supplementary performance on notification by the client.

(10) Only the immediate client is entitled to assert warranty claims against the contractor; warranty claims are not transferable. The same applies to claims arising from repair obligations.

(11) The above paragraphs conclusively govern the warranty for the products and exclude other warranty claims of any kind. In particular, no further claims may be made against the contractor and its vicarious agents for compensation for damages which did not arise on the delivery item itself. The client's claims arising from a warranty granted to it by the contractor are not affected by this; this applies in particular to the '2-year dealer warranty' granted by the contractor to refrigerator and catering equipment dealers.

(12) Claims for damages arising from death, personal injury or damage to health attributable to a defect caused by a breach of obligations for which the contractor is responsible, as well as for other damages caused by a deliberate or grossly negligent breach of obligations by the contractor are expressly excepted from the warranty limitations or exclusions governed by the above regulations. The legal statute of limitations of 2 years applies to the above excepted claims. Limitations or exclusions of warranty claims as a whole do not apply in the case of the contractor giving a guarantee of quality or fraudulently concealing a defect within the meaning of Article 444 of the German Civil Code. The regulations contained in Article 478 of the German Civil Code governing the dealer recourse in the case of the sale of newly manufactured goods to a consumer are not affected. Insofar as the liability of the contractor is excluded or limited, or if the aforementioned exceptions are governed by this, then this also applies to the personal liability of the contractor's workers, employees, legal representatives and vicarious agents.

(13) If the delivery item cannot be used by the client for the purpose specified in the contract due to incorrect advice or a lack of advice as well as other auxiliary contractual obligations on the part of the contractor (e.g. instructions for the operation and maintenance of the delivery item), the above regulations apply accordingly to the exclusion of further claims on the part of the client.

### **13. Other claims for damages**

In the case of slight negligence on the part of the contractor, claims on the part of the client for compensation for damages arising from breaches of obligation within the meaning of Article 280 of the German Civil Code, from an unlawful act or from the product liability law are valid only in the case of a breach of essential obligations endangering the purpose of the contract and are limited to the typical and foreseeable damages. In all other cases the liability of the contractor for slight negligence as well as no-fault liability is excluded. Liability according to the product liability law is unaffected by this. In case of death, personal injury or damage to health, the contractor is also liable in the case of a simple negligent breach of obligations.

### **14. Retention of title**

(1) The contractor retains ownership of the delivery items until the complete payment of all debts, regardless of the legal grounds, including future debts arising from contracts concluded at the same time or later and including auxiliary debts (e.g. bill of exchange costs, financing expenses, interest, etc.) – in the case of financing until the complete repayment of the loan (goods subject to retention of title).

(2) In the case of behaviour of the client contrary to the terms of the contract, and in particular in the case of default on payment, the contractor is entitled to take back the goods and the client is obliged to hand over the goods.

(3) The contractor can demand the handing over of the goods subject to retention of title if the client has not settled the outstanding debts within a payment time limit set by the contractor and the contractor therefore withdraws from the contract. It is not necessary to set a period of grace if the client seriously and finally refuses payment. The right of the client to possess the goods subject to retention of title is forfeited if it does not fulfil its obligations from this or another contract with the contractor. Irrespective of this, the contractor can demand the handing over of the goods if it is entitled to a claim against the client for compensation for damages arising from Article 281 of the German Civil Code, or if the client has handled the goods improperly, or in the case of similar behaviour contrary to the contract, such as the passing on of the goods contrary to duty.

Handling and processing of the goods subject to retention of title take place for the contractor as the manufacturer within the meaning of Article 950 of the German Civil Code, without obligating the contractor. The processed goods are deemed to be goods subject to retention of title within the meaning of section 1. In case of the processing, connection and mixing of the goods subject to retention of title with other goods by the client, the contractor shall be entitled to joint ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If the contractor's ownership expires due to connection or mixing, then the client transfers to the contractor here and now its ownership rights to the new item or asset to the extent of the invoice value of the goods subject to retention of title and safekeeps it for the contractor free of charge. The joint ownership rights arising from this are deemed to be goods subject to retention of title within the meaning of section 1.

(4) The client is entitled to sell the goods subject to retention of title in the normal course of business as long as it is not in default; however, it surrenders to the contractor here and now all receivables to the amount of the purchase price agreed between the contractor and the client (including VAT), which the client accrues from the resale or from other legal grounds (insurance, unlawful act) (including all balance claims from current accounts). The client is authorised to collect these receivables even after their surrender. The contractor revocably authorises the client to collect the receivables surrendered to the contractor for the account of the contractor in its own name. This direct debit authorisation can be revoked only if the client does not properly comply with its payment obligations, or if the contractor becomes aware of circumstances appropriate to substantially decrease the creditworthiness of the client. Such circumstances are in particular the suspension of payments, the opening of insolvency or judicial settlement proceedings, the rejection of a request for the opening of insolvency proceedings due to a lack of funds, bill or cheque protests or other concrete indications of a worsening of the client's financial situation. In this case, the contractor can demand that the client announces the surrendered debts and their debtors, supplies all details necessary for collection, hands out the associated documents and informs the debtors (third parties) of the surrender.

(5) The client may neither pawn the delivery items nor assign them as security. In the case of the seizure or confiscation or other access to the goods subject to retention of title by third parties, the client must inform the contractor immediately and must supply all information and documents necessary for the upholding of the contractor's rights. The client must inform bailiffs or third parties respectively of the contractor's ownership. The client shall bear the costs of intervention and damages.

(6) The contractor obligates itself to release securities to which it is entitled at the client's request to the extent that the realisable value of its securities exceeds the debts to be secured by more than 20%, if these have not yet been settled. The contractor shall choose the securities to be released.

### **15. Place of jurisdiction**

In the course of business with merchants and with corporate bodies under public law or public special estates, the place of jurisdiction for all disputes arising from these terms and conditions and the individual contracts concluded under their validity, including actions on bills or cheques, is agreed upon as the location of the contractor's place of business. The contractor is also entitled in this case to take legal action at the location of the client's place of business.

### **16. Applicable law**

The laws of the Federal Republic of Germany apply to all legal transactions or other legal relationships with the contractor. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply, even after its adoption into German law.

### **17. Severability clause**

If individual provisions of these General Terms and Conditions should be fully or partly legally ineffective, or lose their legal effectiveness later, the validity of the General Terms and Conditions is not otherwise affected. The parties obligate themselves to replace the ineffective regulation by one which most closely approximates the economic intention.

**Date: 2 November 2010**

**Wessamat Eismaschinenfabrik GmbH**