

GENERAL TERMS AND CONDITIONS

A. Purchasing Conditions

1. Scope of Application

- 1.1 The following Purchasing Conditions shall apply only to merchants and companies defined as such in accordance with German law.
- 1.2 The Purchasing Conditions shall apply to all business relationships in which BinNova GmbH & Co KG, BinNova Microfiltration GmbH and BinNova Metal Fiber Technology GmbH (hereinafter referred to as “BinNova”) participate as sellers, purchasers, or clients. They shall also apply in this respect to all future transactions.
- 1.3 Sales Conditions of the other contractual party (hereinafter referred to as “Supplier”) are hereby expressly excluded.
- 1.4 The Purchasing Conditions shall be valid in the version applicable at the time the contract was concluded. Parties reserve the right to amend the Purchasing Conditions for subsequent transactions.

2. Conclusion of Contract

- 2.1 Orders, contracts, and their amendments (hereinafter referred to jointly as “Services”) shall only be valid if issued and confirmed by us in writing. Amendments to the written form clause shall require the written form.
- 2.2 If BinNova does not provide a proper written confirmation of said orders, contracts, and amendments within 7 days – calculated from the receipt of the order by Supplier – BinNova shall be entitled to recall the order without this resulting in claims of any type in favor of Supplier.
- 2.3 Supplier must treat the order and the conclusion of contract as confidential.
- 2.4 BinNova shall retain all ownership and copyrights to images, drawings, calculations, prototypes, models, and other documentation; these may not be disclosed or made accessible to third parties without prior written approval from BinNova. They must be used exclusively for the purpose defined in the order, and must be returned to BinNova after completion of the order upon request.

3. Prices and Payment Conditions

- 3.1 The price for delivery of the goods indicated in each order is a fixed price and applies for delivery to the shipping or delivery address indicated in the order. It includes packaging

and Shipping costs; VAT shall be listed and paid separately. If no prices are indicated in the order, the previously agreed prices apply or, in consultation with BinNova, Supplier's current list prices with customary commercial discounts.

- 3.2 Invoiced amounts shall be paid within the terms indicated in the order. These terms shall begin upon the date the invoice is received by BinNova, but not before receipt of the goods by BinNova.
- 3.3 An invoice including exact order data, such as: order date, order number, ordered item, article number and designation, statistical goods number, order and delivery quantities, batch no., delivery date, price, project number, and tax number and additional agreed information in accordance with the order or supplier agreement must be sent to BinNova for each order, separate from the goods.
- 3.4 BinNova shall be entitled to rights of offset and of retention in the legally allowed scope.

4. Delivery

- 4.1 A separately packaged delivery must be provided for each order. BinNova may determine the type of packaging and the shipping method used. If BinNova does not do so, typical commercial packaging and shipping methods must be selected.
- 4.2 Delivery documents must be included with each delivery, marked with an order date and order number; delivery documents must be provided to the shipping company or package service along with the order and transferred to BinNova upon delivery or attached to the delivery in a clearly visible and easily accessible manner.
- 4.3 The agreed delivery deadlines shall be binding. They shall only be deemed fulfilled if goods are received at the shipping address provided in the order by the agreed delivery deadline. If this deadline is exceeded, Supplier shall be in default.
- 4.4 If non-binding delivery deadlines are exceeded by Supplier, BinNova may provide an appropriate grace period and treat Supplier as being in default.
- 4.5 If Supplier is in default, BinNova shall be entitled to legal rights and claims (e.g. claims for damages and the right to withdraw from the agreement). Further claims by BinNova shall remain unaffected.
- 4.6 If it becomes aware of circumstances which cause it to believe it will not be able to adhere to delivery deadlines, Supplier must inform BinNova of this promptly and in writing, including the probably duration of the delay. If Supplier does not inform BinNova regarding delays promptly, it shall be obligated to reimburse any damages resulting from the delay, independent of whether the delivery is already in default at this point in time.
- 4.7 The place of fulfillment for each order shall be the shipping address or delivery address provided in the order. The risk of accidental loss or deterioration of the goods shall be transferred to BinNova only after goods are delivered to the shipping address or delivery address.
- 4.8 If deliveries are delayed due to unforeseeable and unavoidable events lying outside of the sphere of influence of Supplier and for which Supplier is not responsible, such as force majeure, war, or natural catastrophes, Supplier shall be freed from its delivery obligations for the duration of the disturbance and within the scope of its effects. Parties shall be obligated to adjust their mutual obligations due to the changed circumstances and in good faith. This may mean that BinNova can waive receipt of remaining deliveries even after the disturbance is over, or that it may demand continuation of the delivery at adjusted conditions.
- 4.9 BinNova shall be entitled to deny acceptance of goods not delivered by the delivery deadline indicated in the order, and to send such goods back at the risk of Supplier, or to store them with third parties.
- 4.10 The values determined during the incoming goods inspection shall be binding when establishing the dimensions, weights, and quantities provided in a delivery.

5. Transfer of Ownership

- 5.1 Ownership of the delivered goods shall be transferred upon receipt of said goods by BinNova or by a third party commissioned by BinNova, insofar as no retention of ownership has been agreed.
- 5.2 If retention of ownership has been agreed, ownership shall be transferred to BinNova at the latest following full payment of the purchasing price / wages resulting from the concrete business relationship. A retention of ownership to secure claims resulting from other business relationships between Parties is hereby excluded. Any extended or expanded retention of ownership is hereby excluded.

6. Guarantees

- 6.1 Supplier warrants and ensures that all deliveries/services shall fulfill the specifications of state of the art technology, the relevant legal provisions, and the specifications and guidelines issued by agencies, trade associations, the Technical Inspection Association (Technischer Überwachungsverein), and professional associations within the Federal Republic of Germany, as well as comparable institutions within the European Union, and fulfill the agreed specifications. If Supplier has concerns regarding the manner of implementation requested by BinNova, it must inform BinNova of these promptly and in writing.
- 6.2 Supplier hereby undertakes to utilize the economic and technical benefits offered by environmentally friendly products and processes when providing its deliveries/services and for additional deliveries or services provided by third parties.
- 6.3 Supplier guarantees that its products and services fulfill the legal requirements, safety standards, environmental protection provisions, and registration obligations of the Federal Republic of Germany and the European Union. Supplier shall be obligated to provide technical features, usage descriptions, and safety data sheets even without being requested to do so for products delivered and services performed which may be hazardous to the environment and persons coming into contact with them in certain circumstances if they are not handled appropriately. Furthermore, Supplier hereby undertakes to register such products with the responsible authorities for use in products delivered and services performed – e.g. REACH. Supplier shall be liable for all damages resulting from the aforementioned hazardous features for persons and the environment resulting from products, packaging materials, and services provided by it, as well as for all subsequent damages incurred due to violation of statutory duties of due diligence and of disposal.

7. Warranty

- 7.1 BinNova hereby undertakes to inspect the delivery for defects within an appropriate period of time. An objection to defects shall be deemed to have been received in a timely fashion if it is received by Supplier within 3 working days, calculated from the receipt of goods, or from the time of discovery, for hidden defects.
- 7.2 If a material defect is found within six months after the transfer of risk, Parties shall assume that the good already had this material defect at the transfer of risk, unless this assumption is not reasonable given the type of good or type of defect.
- 7.3 BinNova shall be entitled to determine the manner of supplementary performance. Supplementary performance must be provided within an appropriate term, as established by BinNova. Transportation, travel, work, and materials costs incurred for the purpose of supplementary performance shall be borne by Supplier.
- 7.4 In urgent cases in which operational safety is endangered, or in order to avoid inappropriately high damages, or if Supplier is in default with correcting the defect, BinNova shall be entitled to correct the defect itself or through a third party after informing Supplier of said defect, and to request reimbursement from Supplier in order to pay the costs required for this correction.

- 7.5 If the defect is not corrected or a replacement delivery not made within the appropriate term established by BinNova, or if it fails, or if it is unreasonable for BinNova, or if Supplier has refused to correct the defect and deliver a replacement due to inappropriate costs or for another reason and for just cause, BinNova may withdraw from the agreement if it deems this necessary, reduce the purchase price, demand claims for damages or compensation for expenses; the claim for damages shall only exist insofar as Supplier is responsible for the defect. The above rights may be asserted by BinNova in parallel, if not excluded by law.
- 7.6 The statute of limitations for claims by BinNova due to defects shall be 24 months from the transfer of risk, or five years for construction materials and components.
For equipment, machines, and machine systems, the statute of limitations shall begin upon the date acceptance is confirmed by BinNova.
- 7.7 The statute of limitations for claims by BinNova due to defects shall be restricted to correction of said defects. A new and separate statute of limitations shall begin upon delivery to BinNova for goods delivered as replacement items in accordance with clause 7.6.
- 7.8 Irrespective of the above regulations, BinNova shall be entitled to statutory claims for damages.

8. Product Liability / Business Liability Insurance

- 8.1 Supplier hereby undertakes to indemnify BinNova against claims for damages made by third parties, if Supplier causes damages resulting from the delivery of a product or performance of a service, and if Supplier is responsible for the error which triggered said damage.
- 8.2 Supplier shall pledge to BinNova that it will conclude and maintain business liability insurance, including expanded product liability insurance, with coverage of at least 5 million EUR, and shall provide certification of this to BinNova upon request.

9. Property Rights

- 9.1 Supplier shall ensure that no industrial property rights, copyrights, applications for protective rights by third parties, or comparable rights (hereinafter referred to as "property rights" are violated if goods are used in accordance with the contract, in particular not in the Federal Republic of Germany, the EU, or another third party country.
- 9.2 Supplier shall indemnify BinNova and its customers against all third party claims resulting from the violation of such protected rights, as well as from expenses required in conjunction with handling by third parties. This indemnity obligation shall include, in particular, damages, costs, fees (for instance including necessary attorney's fees), expenses or liabilities which result from or in association with all claims, processes, or claims for BinNova due to actual or alleged violation of patents, brands, copyrights, or other comparable rights.
- 9.3 Clauses 9.1 and 9.2 shall not apply insofar as Supplier has manufactured the goods in accordance with drawings, models, or other descriptions, or with equivalent information or descriptions provided to it by BinNova, and if Supplier could not know that the products it was producing would violate property rights.
- 9.4 Contractual Partners hereby undertake to mutually inform one another regarding risks of violation and alleged property right violations promptly after they become aware of them, in order to answer the resulting liability claims.

10. Final Provisions

- 10.1 Transferring an order to third parties, including assigning the resulting rights and claims, with the exception of claims for payment, shall require prior written approval by BinNova.

- 10.2 If individual provisions of these Purchasing Conditions are invalid, this shall not affect the effectiveness of the remaining provisions. In this case, Parties hereby undertake to replace the invalid provision with the valid provision coming as close as possible to the economic purpose of the invalid provision.
- 10.3 Amendments and supplements to this Agreement and/or these Purchasing Conditions, and ancillary agreements, shall require the written form.
- 10.4 The place of jurisdiction for all disputes arising in conjunction with this Agreement shall be the court responsible for the headquarters of BinNova. BinNova shall be entitled, however, to bring claims against Supplier at the respective place of fulfillment and in any other appropriate jurisdiction.
- 10.5 The law of the Federal Republic of Germany shall apply; the application of the provisions of international private law and all other international and supranational agreements, specifications, and provisions, in particular the UN Sales Convention, is hereby excluded.

B. Sales Conditions

1. Scope of Application

- 1.1 The following Sales Conditions shall apply only to merchants and companies defined as such in accordance with German law.
- 1.2 The Sales Conditions shall apply to all business relationships in which BinNova GmbH & Co KG, BinNova Microfiltration GmbH, and BinNova Metal Fiber Technology GmbH (hereinafter "BinNova") delivers or provides products, goods, services, etc. to a contractual partner (hereafter "Purchaser"). They shall also apply in this respect to all future transactions.
- 1.3 The Purchasing Conditions of Purchaser are hereby expressly excluded. The following Sales Conditions shall also continue to apply if BinNova becomes aware of contradictory provisions of Purchaser which deviate from these Sales Conditions, and completes the delivery to Purchaser without reservation.

2. Offer and Conclusion of Contract

- 2.1 Respective offers shall always be non-binding and subject to alteration. Acceptance declarations and orders shall only be binding for BinNova insofar as they are confirmed in writing or fulfilled through shipment of the goods or completion of the service. The same shall apply to any amendments, supplements, or ancillary agreements.
- 2.2 Drawings, images, dimensions, weights, or other technical data shall only be binding if expressly agreed in writing.
- 2.3 Irrespective of the foregoing, BinNova shall reserve the right to make changes to the products which do not affect specifications.

3. Cancellations

- 3.1 After the conclusion of the agreement, orders may only be changed by Purchaser with prior written approval from BinNova or canceled in agreement with this clause.
- 3.2 Orders for products produced by order shall be subject to a cancellation fee amounting to fifty percent (50 %) of the order value, if Purchaser initiates the cancellation. Orders for all products produced upon request which are canceled or changed in full or in part after the start of production shall be invoiced at their full original order value.

4. Prices – Payment Conditions

- 4.1 If not otherwise established in the order confirmation, prices shall be deemed “ex works,” excluding packaging, which will be invoiced separately.
- 4.2 Statutory VAT is not included in the prices; it is to be listed separately on the invoice at the statutory rate valid on the date the invoice was produced.
- 4.3 Discount deductions shall require a separate written agreement.
- 4.4 If not otherwise established in the order confirmation, the purchase price shall be due for payment in its net amount (without discount) within 30 days from the invoice date. Statutory regulations establishing the consequences of delayed payments shall apply.
- 4.5 Purchaser hereby declares its agreement that the final price shall be based on the price list valid on the shipping date.
- 4.6 Purchaser shall only be entitled to rights of offset if its counterclaims have been legally established, or are uncontested or recognized by BinNova. In addition, it shall only be entitled to exercise a right of offset insofar as its counterclaim is based on the same contractual relationship.
- 4.7 If it is clear that a claim by BinNova for counter-performance is endangered because of Purchaser’s lack of ability to provide the service (for instance, application to open insolvency proceedings), BinNova shall be entitled to withdraw from the agreement in accordance with statutory provisions (Sec. 321 BGB (German Civil Code)) – if applicable – following an appropriate deadline to be established by BinNova. BinNova shall be entitled to withdraw from agreements regarding the individual production of goods with immediate effect; statutory provisions on the lack of necessity to set a deadline shall remain unaffected.

5. Delivery

- 5.1 All technical and commercial questions shall be clarified before the start of the delivery term established by BinNova.
- 5.2 BinNova hereby reserves the right to provide partial deliveries, and to deliver the ordered quantities with a deviation of up to ten percent (10 %) more or less for operational and technical reasons. If partial deliveries are provided, partial payments shall be due.
- 5.3 Supplier must adhere to delivery obligations, irregardless of the timeliness or orderly fulfillment of Purchaser’s obligations. Purchaser reserves the right to object if the Agreement is not fulfilled.
- 5.4 If Purchaser is in default of acceptance, or if it culpably violates its other cooperative obligations, BinNova shall be entitled to demand reimbursement of any damages incurred by BinNova in this regard, including any additional expenses. BinNova hereby reserves all claims and rights.
- 5.5 Insofar as the requirements listed in clause 5.4 have been fulfilled, the risk of accident or loss, or of accidental deterioration of the purchased products, shall be transferred to Purchaser at the time it falls into default of acceptance or payment.
- 5.6 In accordance with statutory provisions, BinNova shall be liable insofar as the purchasing agreement upon which the relationship is based is a fixed date transaction in the sense of Sec. 286 para. 2 no. 4 BGB or Sec. 376 HGB (Commercial Code). BinNova shall also be liable in accordance with statutory provisions insofar as Purchaser is entitled to assert the discontinuance of its interest in continued contractual fulfillment, due to a delay of delivery for which BinNova is responsible.
- 5.7 BinNova shall furthermore be liable in accordance with statutory provisions, insofar as the delay of delivery is due to an intentional or grossly negligent contractual violation for which BinNova is responsible; the intentional or grossly negligent culpability of a representative or vicarious agent shall be attributed to BinNova. Insofar as the delayed delivery is due to an intentional contractual violation for which BinNova is not responsible, our liability for damages shall be restricted to foreseeable and typical damages.

- 5.8 BinNova shall also be liable in accordance with statutory provisions, insofar as the delayed delivery for which BinNova is responsible is based on the culpable violation of a key contractual obligation; however, in this case the liability for damages shall be restricted to foreseeable and typical damages.
- 5.9 Furthermore, liability in case of a delayed delivery shall be limited to a maximum of 15% of the value of the delivery.
- 5.10 Purchaser shall reserve the right to assert further statutory claims and rights, insofar as they cannot be limited based on legal requirements.

6. Transfer of Risk – Packaging Costs

- 6.1 Insofar as not otherwise stated in the order confirmation, a delivery “ex works” is hereby agreed. Purchaser shall conclude an agreement with the shipping company, insofar as BinNova does not agree to any differing regulation. Purchaser shall bear the risk of loss or deterioration after BinNova has provided the goods to Purchaser for the first time in its factory or provided them for shipping, regardless of any shipping or insurance agreements BinNova has concluded by order of Purchaser. BinNova shall accept no responsibility for transportation damages, insofar as BinNova has not concluded any agreement with the shipping company.
- 6.2 If BinNova is liable for transportation damages in accordance with clause 6.1, Purchaser must lodge a protest regarding transportation damages within two (2) business days after BinNova’s receipt of the products, and must include a copy of the shipping document signed by the shipping company in which the damage is described. In this case, the rights of Purchaser shall be determined in accordance with clause 7.
- 6.3 If Purchaser is default of acceptance, if it omits a required action related to fulfillment, or if Purchaser is responsible for a delayed delivery for some other reason, BinNova shall be entitled to demand compensation for damages incurred, including additional expenses (such as warehousing costs).

BinNova shall be entitled, in particular, to send goods not picked up by Purchaser within three (3) business days after the planned pick up date to Purchaser’s location at the cost of Purchaser.
- 6.4 Packaging materials shall only be taken back if separate written agreements have been concluded to this effect.
- 6.5 Decisions on inquiries regarding express shipping shall be made solely by BinNova in individual cases and at its own discretion. Purchaser shall bear all costs for express shipping.

7. Warranty for Defects and General Liability

- 7.1 Purchaser may only make claims for defects if it has properly fulfilled its obligations related to inspection and complaints in accordance with Sec. 377 HGB. Notification must be provided promptly, at the latest within 3 working days and in writing for obvious defects. Purchaser must provide notification promptly, or 3 working days after discovery and in writing for hidden defects. In all cases, terms shall be determined based on receipt of the notice of defects by BinNova.
- 7.2 Insofar as the delivered item has a defect, BinNova shall repair the defective items or deliver new, non-defective items at its own discretion.
- 7.3 If the supplementary performance is not satisfactory, Purchaser may request a price reduction or declare its withdrawal from the agreement, at its own discretion.
- 7.4 BinNova shall be liable in accordance with statutory provisions, insofar as Purchaser asserts claims for damages based on intentional or grossly negligent behavior by BinNova, including intentional or grossly negligent behavior by its representatives or agents. Insofar as BinNova is not found to have engaged in any intentional contractual violation, liability for claims for damages shall be limited to foreseeable and typical damages/losses.

- 7.5 BinNova shall be liable in accordance with statutory provisions insofar as it culpably violates a key contractual obligation; in this case, however, its liability for claims for damages shall be restricted to foreseeable and typical damages/losses.
- 7.6 Insofar as Purchaser is entitled to compensation for damages instead of the service, BinNova's liability shall also be limited to compensation of foreseeable and typical damages/losses within the framework of clause 7.3 of this paragraph.
- 7.7 Liability due to culpable injury to life, body, or health shall remain unaffected; this shall also apply to liability required under the Product Liability Act.
- 7.8 Insofar as not otherwise regulated above, liability shall be excluded.
- 7.9 Insofar as a liability for claims for damages by BinNova is excluded or restricted, this exclusion or restriction shall also apply to the personal liability for claims for damages of its employees, representatives, and agents.
- 7.10 The statute of limitations for claims resulting from defects shall be 12 months, calculated from the transfer of risk.
- 7.11 The statute of limitations in the case of delivery recourse in accordance with sections 478, 479 BGB shall remain unaffected.

8. Guarantee of Retention of Title

- 8.1 BinNova shall retain ownership of the purchased goods until it has received all payments resulting from the delivery agreement. If Purchaser engages in behavior contrary to the agreement, in particular in case of a delayed payment, BinNova shall be entitled to cancel purchased goods. If BinNova cancels purchased goods, this shall not represent withdrawal from the agreement, unless BinNova declares as much expressly and in writing. Seizure of purchased goods by BinNova shall always represent withdrawal from the agreement. After canceling the purchased goods, BinNova shall be entitled to sell them; proceeds from said sale shall be offset against the liabilities of Purchaser – minus appropriate liquidation costs.
- 8.2 Purchaser shall be obligated to treat purchased goods carefully; in particular, it shall be obligated to insure them sufficiently against fire and water damage and theft at their new value and at its own cost. Insofar as maintenance or inspection work is required, Purchaser must complete such work promptly and at its own cost.
- 8.3 In case of seizure or other intervention by third parties, Purchaser must inform BinNova of incidents promptly and in writing so that BinNova may lodge a claim in accordance with Sec. 771 ZPO (Code of Civil Procedure). Insofar as the third party is not able to compensate BinNova for the judicial and extrajudicial costs of a complaint in accordance with Sec. 771 ZPO, Purchaser shall be liable for costs incurred by BinNova.
- 8.4 Purchaser shall be entitled to re-sell the purchased goods through orderly business transactions; however, it hereby already assigns all claims to BinNova, up to their final invoiced amount (including VAT), which result from the further sale to its customer or to third parties, independent of whether the purchased goods are re-sold without or in accordance with the agreement. Purchaser shall continue to be entitled to collect this claim, even after assignment. BinNova shall be entitled to collect the claim itself. However, BinNova shall undertake not to collect the claim
 - a) if Purchaser fulfills its payment obligations from its received proceeds,
 - b) if it does not fall into default of payment, and
 - c) in particular if no application to open settlement or insolvency proceedings is lodged, or
 - d) if payments are suspended.

However, if one of the cases described above occurs, BinNova may demand that Purchaser discloses the assigned claims and their debtors to us, provides all information required to collect such claims, provides us with associated documents, and informs the debtors (third parties) of the assignment.

- 8.5 Processing or converting the purchased goods by Purchaser is always undertaken on behalf of BinNova. If the purchased goods are processed with other third-party objects, BinNova shall gain co-ownership of the new product based on the value of the purchased goods (final invoiced amount, including VAT) in relationship to the other processed objects at the time of processing. Furthermore, the same conditions shall apply to the product produced through processing as those that apply to the purchased good delivered with reservations.
- 8.6 If the purchased goods are inseparably mixed with other third-party objects, BinNova shall gain co-ownership of the new product based on the value of the purchased goods (final invoiced amount, including VAT) in relationship to the other mixed objects at the time of mixing. If mixing is completed in such a way that the material of Purchaser is to be seen as the main material, Parties agree that Purchaser transfers sole co-ownership to BinNova. Purchaser shall safeguard sole or co-ownership attained in this manner on behalf of BinNova.
- 8.7 Purchaser shall also assign BinNova the claims to ensure its claims against third parties resulting from the connection of the purchased goods to a property.
- 8.8 BinNova shall undertake to release the securities it has received upon the request of Purchaser insofar as the realizable value of the securities exceeds the claims to be secured by more than 10%; BinNova shall be entitled to select the securities to be released.

9. Rights to Intellectual Property

- 9.1 Purchaser shall indemnify BinNova and its legal successors and assignees and hold them harmless with regards to products which were produced in accordance with constructions, construction information, processes, formulas, or components of Purchaser or for a concrete or specialized use of the products by Purchaser for all damages, costs, fees (for instance including required attorney's fees), expenses, and liabilities resulting from or in association with all claims, processes, or complaints due to actual or alleged violations of patents, brands, copyright laws, or comparable rights in relation to the manufacturing, use, and sale of said products.
- 9.2 Rights to the intellectual property associated with the products sold to Purchaser and/or resulting from the fulfillment of Purchaser's order by BinNova shall remain the property of BinNova and shall not be assigned.
- 9.3 Contractual Partners hereby undertake to mutually inform one another regarding risks of violation and alleged property right violations promptly after they become aware of them, in order to answer the resulting liability claims.

10. Jurisdiction – Place of Fulfillment

- 10.1 The exclusive place of jurisdiction shall be the headquarters of BinNova, insofar as Purchaser is a merchant; however, BinNova shall be entitled to also bring claims against Purchaser at the location of its headquarters.
- 10.2 The law of the Federal Republic of Germany shall apply; the application of the provisions of international private law and all other international and supranational agreements, specifications, and provisions, in particular the UN Sales Convention, is hereby excluded.
- 10.3 Insofar as not otherwise stated in the order confirmation, the business headquarters of BinNova shall be deemed the place of fulfillment.
- 10.4 Amendments and supplements to this Agreement and/or these Sales Conditions, and ancillary agreements, shall require the written form.
- 10.5 If individual provisions of these Sales Conditions are invalid, this shall not affect the effectiveness of the remaining provisions. In this case, Parties hereby undertake to replace the invalid provision with the valid provision coming as close as possible to the economic purpose of the invalid provision.