

## General Terms and Conditions of Sale of KRACHT GmbH

Status: September 2025

### 1. Scope of Application

1.1. These General Terms and Conditions of Sale apply to the delivery of products ("**Products**") and related services provided by KRACHT GmbH ("**KRACHT GmbH**"). These General Terms and Conditions of Sale shall also apply to all future transactions with the Customer (as defined in Section 1.2), insofar as they are transactions of a similar nature.

1.2. The offers of KRACHT are directed exclusively at customers ("**Customers**") who are entrepreneurs (Section 14 German Civil Code – BGB), legal entities under public law, or special funds under public law. Sales to consumers (Section 13 BGB) are excluded.

1.3. KRACHT is willing to enter into contracts solely on the basis of these General Terms and Conditions of Sale. The Customer's general terms and conditions shall not apply. This shall also apply if KRACHT does not expressly object to the Customer's general terms and conditions in individual cases.

### 2. Offer and Acceptance, Contract Content

2.1. Offers made by KRACHT are always non-binding unless expressly designated as binding and shall be understood as an invitation to the Customer to submit an offer (order).

2.2. Customer orders shall only be deemed accepted once they have been confirmed by KRACHT in writing or by email. KRACHT is under no obligation to accept Customer orders.

2.3. The contract is concluded upon acceptance of the order by KRACHT. The content of the contractual relationship is determined exclusively by KRACHT's written confirmation. In the event the contract is concluded by a jointly signed contract document, the contract shall be deemed concluded upon its signing.

2.4. Oral statements shall not form part of the contract unless expressly agreed otherwise.

2.5. Cancellation of orders by the Customer is governed, within the scope of Section 648 of the German Civil Code (BGB), by the provisions set forth therein. Otherwise, cancellation is only permitted with the consent of KRACHT. In the event of cancellation, the Customer shall – including within the scope of Section 648 BGB – pay a lump-sum cancellation fee of 10% of the remuneration for the affected order. In the case of payments already made, the lump-sum cancellation fee amounts to 10% of the remaining remuneration. KRACHT is entitled to provide evidence of and claim further costs and damages (e.g., for expenses already incurred, lost profits).

### 3. Information and Advice

To the extent that KRACHT provides information or advice to the Customer, this is given to the best of KRACHT's knowledge. Any information or advice regarding the suitability or application of the goods does not release the Customer from carrying out its own inspections and tests and does not constitute an agreement regarding the contractual quality or a specific fitness for purpose of the goods.

### 4. Product Characteristics

4.1. The contractual characteristics of the Products are determined exclusively by the agreed product specifications. Any subjective or objective requirements beyond the agreed product specifications are excluded.

4.2. The risk of use of the Products lies with the Customer. The Customer is responsible for complying with any special regulations applicable to its operations or to the import or export of the Products and for obtaining all required permits.

4.3. The characteristics of samples and specimens are only binding to the extent that they have been expressly agreed as the characteristics of the Products.

4.4. Deviations from the product specifications that are customary in the industry are permissible unless they have a negative impact on the product characteristics.

4.5. KRACHT is entitled to replace raw materials and components with alternative raw materials or components, provided that no specific raw materials or components have been agreed and as long as the agreed product specifications are met.

4.6. Unless expressly agreed otherwise, accessories or instructions are not owed. Any instructions provided by KRACHT are for informational purposes only and do not constitute an agreement on the contractual characteristics of the Products or their fitness for a particular purpose under the contract.

4.7. Specifications regarding quality and durability as well as other statements by KRACHT shall only constitute guarantees if they have been expressly agreed and designated as such.

4.8. In the case of goods with digital elements or other digital content, KRACHT shall only be obliged to provide and, if applicable, update the digital content to the extent expressly stipulated in an agreement on the characteristics of the Products.

## **5. Delivery**

5.1. Deliveries shall generally be made ex works KRACHT (EXW Incoterms<sup>®</sup> 2020), unless the parties have agreed otherwise.

5.2. Deliveries by KRACHT shall be made within the delivery period agreed in writing. Delivery dates communicated by KRACHT are always approximate unless they are expressly designated as binding. The delivery period shall be deemed met if the Products have left KRACHT's factory or warehouse or readiness for dispatch has been notified before the expiry of the period or the date.

5.3. Delivery dates are always subject to KRACHT's proper and timely receipt of supplies from its own suppliers, provided that KRACHT has entered into reasonable and appropriate covering transactions. In the event of non-delivery or late delivery, KRACHT shall be entitled to cancel the corresponding Customer orders or reasonably extend the deadlines. KRACHT shall inform the Customer without undue delay of any non-availability of the Products and shall reimburse any payments already received in the event of cancellation.

5.4. KRACHT is entitled to make and invoice partial deliveries, provided that the partial delivery can be used by the Customer for the purpose intended under the contract, that the delivery of the remaining Products is ensured, and that this does not result in significant additional effort or additional costs for the Customer (unless KRACHT agrees to bear such costs).

5.5. In this case, the risk of accidental loss or accidental deterioration of the Products shall pass to the Customer upon receipt of the notice of readiness for collection. In all other cases, the risk of accidental loss or accidental deterioration shall pass to the Customer upon delivery of the Products (commencement of the loading process being decisive) to the carrier, freight forwarder, or other third party designated to carry out the shipment. The risk of accidental loss and accidental deterioration of the Products shall also pass to the Customer if KRACHT has assumed other services, such as shipping, transport, or installation. If dispatch is delayed due to circumstances attributable to the Customer, the risk shall pass to the Customer from the date of notification of readiness for dispatch.

5.6. If the Products are shipped to a destination other than the place of performance at the Customer's request, the Customer shall bear all costs arising therefrom, unless otherwise agreed. KRACHT shall be free to choose the route and the transport company, without any guarantee for the cheapest freight, full utilization of the load weight, or the desired wagon and container size. Complaints regarding transport damage must be made by the Customer directly to the transport company, with a copy to KRACHT, within the special deadlines provided for such complaints.

5.7. In the event that agreed delivery dates are exceeded, the Customer shall be entitled to withdraw from the contract after setting a reasonable grace period. Contractual penalties for delay by KRACHT shall not apply.

5.8. Installation and commissioning of the Products are not part of the delivery and are only owed if separately agreed.

5.9. If the Customer is in default of acceptance, fails to perform a cooperative action, or if delivery or performance is delayed for other reasons attributable to the Customer, KRACHT shall be entitled to claim compensation for the damage incurred, including additional expenses. The right to prove a higher damage and to assert statutory claims, in particular rescission or termination, shall remain unaffected; however, the lump sum shall be credited against further payment claims. The Customer shall be entitled to prove that KRACHT has suffered no damage at all or only significantly less damage than the above-mentioned lump sum.

## **6. Acceptance**

6.1. An acceptance of the Products shall only take place if agreed between the parties. If the parties exceptionally agree on an acceptance, the following provisions shall apply. The agreement of an acceptance does not delay the transfer of risk.

6.2. The Customer is obliged to accept the Products that are substantially free of defects. Unless otherwise agreed, acceptance shall take place without undue delay either on the agreed acceptance date or after notification of readiness for acceptance by KRACHT. A record of acceptance shall be prepared and signed by both parties (e.g., in an acceptance protocol, service report, or commissioning protocol).

6.3. Acceptance shall be deemed to have taken place if the Customer fails to accept the Products within a reasonable period determined by KRACHT despite being obliged to do so. Acceptance shall also be deemed to have taken place if the Products are substantially free of defects and KRACHT may reasonably interpret the Customer's conduct as an approval of KRACHT's performance as being substantially in conformity with the contract. This shall apply in particular if the Customer uses the Products for their intended purpose and not merely for testing.

## **7. Customer's Duties to Cooperate, Items Provided by the Customer**

7.1. The Customer is obliged to support KRACHT in the performance of the agreed services. In particular, these duties include the timely provision of all customer-specific data, the proactive communication of all information required for the execution of the order, and the payment of any agreed advance payments.

7.2. If the Customer fails to comply with these duties, agreed delivery dates and deadlines shall be postponed accordingly. KRACHT shall be entitled to charge the Customer for any costs incurred as a result.

7.3. The Customer shall be responsible for product specifications as well as any items provided, including provided product designs, graphics, and logos. No review of such items shall be carried out by KRACHT.

## **8. Prices and Payments**

8.1. The prices agreed upon at the time of conclusion of the respective contract, in particular as stated in the order confirmation, shall apply. If a price is not expressly specified, the prices valid at the time of conclusion of the contract according to KRACHT's price list shall apply. The prices apply to the scope of performance and delivery set out in the order confirmations. Additional or special services shall be charged separately.

8.2. Unless otherwise agreed in writing, the agreed prices are ex works, exclusive of packaging, and plus value-added tax (VAT) at the applicable statutory rate. Packaging costs shall be charged separately.

8.3. If at least three (3) months elapse between the order and delivery and the external production costs (e.g., raw materials, energy, prices of supplied products and third-party services) increase by at least five (5) percent during this period, KRACHT shall be entitled, upon providing corresponding evidence, to pass on corresponding price increases to the Customer. If the price increase is unreasonable for the Customer, the Customer shall be entitled to withdraw from the contract within fourteen (14) days.

8.4. Payment of the price shall be made within fourteen (14) days of receipt of the invoice, strictly net, exclusively to the specified account, unless otherwise agreed in writing. Early payment discounts (cash discounts) shall only apply if separately agreed in writing.

8.5. If the payment period is exceeded, KRACHT shall be entitled to claim default interest and default charges in accordance with statutory provisions, without the need for a further reminder. KRACHT reserves the right to claim further damages for delay.

8.6. In the event of a payment default of more than fourteen (14) days or in the event of circumstances that cast doubt on the Customer's creditworthiness, KRACHT reserves the right to make delivery only against advance payment or to demand the provision of appropriate security. In such cases, KRACHT shall also be entitled to declare all outstanding debts immediately due and payable.

8.7. KRACHT shall be entitled to apply payments received from the Customer, notwithstanding any designation of settlement to the contrary, first to the oldest claim.

8.8. KRACHT shall be entitled to withhold partial deliveries as well as outstanding deliveries until all outstanding claims against the Customer have been settled.

8.9. The Customer shall only have rights of set-off or retention if its counterclaims have been finally adjudicated by a court of law or are undisputed. Furthermore, the Customer shall only be entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship as KRACHT's claim. In the event of defects in the delivery, the Customer's counter-rights shall remain unaffected.

## **9. Retention of Title**

- 9.1. All delivered Products shall remain the property of KRACHT until the Customer has settled all outstanding claims.
- 9.2. If the Customer has paid the purchase price for the Products but has not yet fully paid other obligations arising from the business relationship with KRACHT, KRACHT shall retain title to the delivered Products until full payment of all such obligations.
- 9.3. The Customer shall be entitled, until revoked by KRACHT, to process the Products in the ordinary course of business, provided that the Customer duly meets its obligations arising from the business relationship with KRACHT. If the Products are processed by the Customer, KRACHT shall be deemed the manufacturer and shall immediately acquire ownership of the newly created goods. If processing is carried out together with other materials, KRACHT shall acquire co-ownership of the new goods in proportion to the invoice value of the Products delivered by KRACHT to the invoice value of the other materials. If the Products delivered by KRACHT are combined or mixed with an item of the Customer in such a way that the Customer's item is regarded as the principal item, it is agreed that the Customer shall transfer co-ownership of the principal item to KRACHT in proportion to the invoice value of the Products delivered by KRACHT to the market value of the principal item. The Customer shall store such sole ownership or co-ownership free of charge for KRACHT.
- 9.4. The Customer shall be entitled, until revoked by KRACHT, to dispose of the Products owned by KRACHT in the ordinary course of business, provided that the Customer duly meets its obligations arising from the business relationship with KRACHT. Pledges or transfers by way of security are not permitted. The Customer hereby assigns to KRACHT, at the time of conclusion of the contract with KRACHT, all claims arising from the sale of goods to which KRACHT retains title. If KRACHT has acquired co-ownership in the event of processing, combination, or mixing, the assignment shall be made in proportion to the value of the Products delivered by KRACHT under retention of title to the value of the goods subject to retention of title of third parties. If a current account relationship exists between the Customer and the purchasers of the Products, the advance assignment shall also extend to the acknowledged balance as well as, in the event of the purchaser's insolvency, to the then existing balance. KRACHT accepts these assignments.
- 9.5. Upon KRACHT's request, the Customer shall provide all necessary information regarding the inventory of goods owned by KRACHT and the claims assigned to KRACHT. The Customer shall also, upon KRACHT's request, mark the Products owned by KRACHT as such and notify its purchasers of the assignment.
- 9.6. In the event of the Customer's default in payment, KRACHT shall be entitled to withdraw from the contract or, alternatively, to demand, at the Customer's expense and without withdrawal from the contract or the need to set an additional deadline, the temporary surrender of the goods owned by KRACHT. In addition, KRACHT shall be entitled to revoke the Customer's authorization to further sell and process the Products under retention of title as well as to collect the claims assigned to KRACHT.
- 9.7. Upon the Customer's request, KRACHT shall be obliged to release securities to which KRACHT is entitled to the extent that the realizable value of such securities exceeds KRACHT's outstanding claims by more than 10%. KRACHT shall have the right to select the securities to be released.
- 9.8. The Customer shall be obliged to notify KRACHT in writing without undue delay of any attachments or other interventions by third parties with respect to the Products subject to retention of title. At KRACHT's request, the Customer shall be obliged to insure the Products subject to retention of title adequately against damage, loss, and theft.

## **10. Defects and Warranty**

- 10.1. The Customer's warranty rights are subject to the Customer having duly complied with its inspection and notification obligations pursuant to Section 377 of the German Commercial Code (HGB).
- 10.2. Defects must be notified to KRACHT by the Customer in writing within five (5) business days; notifications of defects received later shall not be recognized by KRACHT. The period shall commence, in the case of apparent defects, upon delivery, and in the case of hidden defects, upon discovery. KRACHT's field and service staff are not authorized to receive notifications of defects or quantity complaints.
- 10.3. If the delivered Product has a defect that already existed at the time of the transfer of risk, KRACHT shall, subject to timely notification of the defect, at KRACHT's discretion, either remedy the defect or deliver a replacement. KRACHT must always be given the opportunity to effect subsequent performance within a reasonable period. KRACHT shall be entitled to at least two attempts at subsequent performance. Any parts replaced within the scope of subsequent performance shall become the property of KRACHT. Subsequent performance shall not restart any warranty or limitation periods, even for newly installed components.
- 10.4. The preceding paragraph shall not apply in cases of recourse by the Customer against KRACHT pursuant to Section 478 of the German Civil Code (BGB). If the Customer is held liable for a defect in newly manufactured goods, the Customer

shall be obliged to inform KRACHT without undue delay. The Customer shall be required to impose a corresponding obligation on its own purchasers, provided they are entrepreneurs. KRACHT reserves the right to satisfy the claims asserted against the Customer by its purchasers by way of self-entry. In this case, fulfillment of the purchaser's claims shall be deemed fulfillment of any claims of the Customer.

10.5. The place of subsequent performance shall be the place of performance. If the place of performance is KRACHT's registered office, defective Products shall be sent to KRACHT for the purpose of inspection and subsequent performance. If the place of performance is the Customer's place of business, subsequent performance shall be provided remotely and, if necessary, on-site. If the expenses for rectification increase because the Products have been taken to a place other than the place of performance after delivery, the Customer shall bear these costs.

10.6. KRACHT shall be entitled to charge the Customer for the costs incurred if no defect is found despite the notification of defects.

10.7. Products that have been reported as defective to KRACHT may only be returned or circulated by the Customer with KRACHT's prior written consent. Reported Products must remain available for inspection by KRACHT until final clarification.

10.8. Warranty rights shall be excluded if and to the extent that the defect is based on product specifications, raw materials, goods, or other items provided by the Customer. The same shall apply if and to the extent that the Products are used contrary to their intended purpose or KRACHT's specifications or are improperly stored.

## **11. Liability**

11.1. KRACHT shall be liable in cases of intent and gross negligence in accordance with the statutory provisions. In cases of simple negligence, KRACHT shall only be liable for breaches of a material contractual obligation, the fulfillment of which is of fundamental importance for the contract in question and on which the other party could reasonably rely ("cardinal obligation"), but limited in amount to the damages foreseeable and typical for the contract at the time of conclusion. Any further liability of KRACHT shall be excluded.

11.2. In the event of liability for simple negligence, liability for property damage and resulting further financial losses shall be limited to the purchase price or order value, but not exceeding EUR 1.0 million per damage event and EUR 2.0 million in total.

11.3. In the event of liability for simple negligence, liability for indirect damages (e.g., loss of profit, business interruption, damage to reputation, consequential damages, cost of capital) shall be excluded.

11.4. The above exclusions and limitations of liability shall not apply (i) in cases of injury to life or body, (ii) where liability is mandatory under the German Product Liability Act, (iii) in the context of a guarantee assumed, or (iv) in cases of fraudulent intent.

11.5. KRACHT assumes that the Customer duly secures its data inventory and regularly performs backups. System-critical or otherwise important data must generally be backed up daily. In the event of data loss, KRACHT's liability shall be limited to the damage that would have occurred to the Customer had the data been properly secured.

11.6. The Customer shall indemnify and hold harmless KRACHT, its corporate bodies, employees, and agents from all costs and damages, including reasonable legal costs, arising from product specifications, product designs (including graphics and logos), items provided, or instructions from the Customer. The Customer shall compensate KRACHT for all direct or indirect damages resulting from a breach of KRACHT's Trade Compliance Declaration (see Section 15 below).

11.7. The present liability provisions shall also apply with respect to the personal liability for damages of KRACHT's corporate bodies, employees, representatives, and vicarious agents.

## **12. Limitation Period**

12.1. The limitation period for claims based on material defects and defects of title shall be one year from delivery. Where acceptance has been agreed, the limitation period shall commence upon acceptance.

12.2. The limitation period for contractual and tortious claims for damages shall be one year from the statutory commencement of the limitation period.

12.3. Notwithstanding the foregoing, the statutory limitation periods shall apply in the following cases: (i) for buildings and items which, in accordance with their normal use, have been used for a building and have caused its defectiveness (Section 438 (1) No. 2 BGB); (ii) in the case of a third party's real right or a right registered in the land register (Section 438

(1) No. 1 BGB); (iii) in the case of statutory special provisions (e.g., Sections 444, 445b, 478, 479 BGB); (iv) in cases of intent or gross negligence; (v) in the cases specified in Section 11.4 above.

### **13. Force Majeure**

13.1. If events or circumstances occur beyond KRACHT's control (such as natural disasters, war, labor disputes, shortages of raw materials or energy, transport or operational disruptions, cyber-attacks, fire or explosion damage, epidemics or pandemics, sovereign acts or official orders) that reduce the availability of the Products from the facility from which KRACHT obtains the Products to such an extent that KRACHT is unable to fulfill its contractual obligations (taking into account KRACHT's other internal and external delivery obligations on a pro rata basis), KRACHT shall (i) be released from its contractual obligations for the duration of the disruption and to the extent of its effects and (ii) not be obliged to procure the Products from third parties. The foregoing shall also apply to the extent that such events and circumstances render the performance of the affected transaction economically unreasonable for KRACHT on a lasting basis or occur at KRACHT's suppliers.

13.2. If such events last longer than three months, both the Customer and KRACHT shall be entitled to withdraw from the contract without any claims for damages.

### **14. Intellectual Property, Rights of Use, and Confidentiality**

14.1. KRACHT expressly reserves ownership and copyright in offers, illustrations, drawings, standards sheets, data carriers, plans, sketches, and other working documents provided by KRACHT to the Customer (including any copies thereof). Unless otherwise agreed, these items shall be returned in full to KRACHT after completion of the order. These items may not be disclosed to third parties or used for purposes other than those contractually agreed without KRACHT's prior written consent.

14.2. If software is delivered with the Products supplied by KRACHT, the Customer shall, subject to full payment of the agreed remuneration, receive a non-exclusive right of use in the software for its own internal business purposes. The right of use shall be limited to installation, loading into working memory, and use of the Product in accordance with its intended purpose, including any necessary maintenance and repair work. The right of use is non-sublicensable and may only be transferred together with the Product in the event of its sale. The software shall not be provided in source code form. Any sale, transfer, rental, licensing, or other exploitation of the software is prohibited. Agreed license terms must be strictly observed. In the event of a breach of the license terms, KRACHT shall be entitled to claim license fees corresponding to the actual use.

14.3. Unless otherwise agreed, KRACHT shall have the exclusive rights to all work results and unprotected know-how ("IP") arising in connection with the performance of the contract. Work results shall include all results created in the performance of the contract, in particular know-how, inventions, intellectual property rights, copyright-protected works, computer programs, as well as documentation, reports, and records, including to the extent they are executed by third parties on behalf of KRACHT. Deviating individual contractual provisions shall remain unaffected.

14.4. The Customer and KRACHT undertake to use all items (e.g., software, documents, information) received from or made known by the other party before or during the performance of the contract that are legally protected or contain confidential information solely for the purposes of the contract and to treat them as confidential even after the end of the contract, as well as to return or delete them upon the disclosing party's request. The Customer and KRACHT shall store and secure such items in a way that prevents access by third parties. "Confidential Information" means information that either (i) is marked as "confidential," (ii) is designated as confidential by the disclosing party within fourteen (14) days, or (iii) is evidently confidential by its nature or circumstances. Confidential Information shall not include information that (i) is publicly known or becomes publicly known without breach by the receiving party, (ii) was already known to the receiving party at the time of disclosure, (iii) is disclosed to the receiving party by a third party without breach of a confidentiality obligation, or (iv) is developed by the receiving party independently and without reference to the Confidential Information. In the event of a statutory, regulatory, or judicial obligation to disclose, Confidential Information may be disclosed provided that the receiving party notifies the disclosing party of such obligation and limits the disclosure to the extent necessary.

### **15. Export Control**

15.1. The Customer confirms compliance with all applicable local and international foreign trade and customs regulations, embargoes, and trade sanctions ("Foreign Trade Obligations") and warrants that neither the Customer nor its end customers are listed on any embargo or sanctions list. The Customer represents that the ordered items or any related intellectual property rights, know-how, or trade secrets will not be sold or transferred to Iran, North Korea, Syria, Russia, Belarus, Crimea, or occupied or contested areas of Ukraine, nor used for purposes related to chemical, biological, or nuclear

weapons, missiles capable of delivering such weapons, or for any other purposes prohibited by applicable law. The Customer shall not take any actions that would violate Foreign Trade Obligations and shall inform KRACHT without undue delay of any suspected violations. This clause does not grant the Customer any rights with respect to intellectual property rights, know-how, or trade secrets.

15.2. KRACHT's obligations under the contract are subject to the condition that their fulfillment is not prevented by applicable export control regulations or other obstacles arising from the relevant local and/or international foreign trade and customs regulations, embargoes, or other sanctions. KRACHT shall be entitled to terminate the contract in whole or in part with immediate effect and without notice if fulfillment is prevented by local or international foreign trade and customs regulations, embargoes, or other sanctions. KRACHT further reserves the right to withdraw its offer and to cancel any binding order or contract in whole or in part with immediate effect and without notice if Foreign Trade Obligations prevent fulfillment. Delays resulting from approval procedures or other official procedures shall not constitute a delay on the part of KRACHT.

15.3. The Customer undertakes to comply with all applicable laws, regulations, rules, and generally accepted business practices (collectively referred to as "Rules and Codes") at the place of performance, in the country of origin of the Products, at the place of business of either party, and in any other applicable jurisdiction. These Rules and Codes include, inter alia, those relating to anti-bribery and anti-corruption, protection of intellectual property, fair competition, export control, compliance with applicable local and international foreign trade and customs regulations as well as embargoes or other sanctions, elimination of all forms of forced and compulsory labor, rejection of child labor, creation of a safe and healthy working environment, initiatives to promote more responsible environmental protection, etc. The Customer shall implement and maintain compliance policies and procedures to ensure that employees, managers, agents, subcontractors, suppliers, and customers adhere to these Rules and Codes at all times.

## **16. Miscellaneous**

16.1. These General Terms and Conditions of Sale and the entire legal relationship between the Customer and KRACHT shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law provisions.

16.2. Amendments or supplements to the agreements concluded between the Customer and KRACHT, including these General Terms and Conditions of Sale, must be made in writing in order to be effective.

16.3. The place of performance and the exclusive place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions of Sale and any contract between the Customer and KRACHT shall be the registered office of KRACHT, unless otherwise provided in the contract. KRACHT shall, however, remain entitled to bring an action against the Customer at the Customer's place of jurisdiction.

16.4. Should individual provisions of these General Terms and Conditions of Sale and/or of the contract between the Customer and KRACHT, including this clause, be or become invalid in whole or in part, the validity of the remaining provisions or parts thereof shall not be affected. In place of the invalid provisions, the statutory provisions shall apply.