

**General Terms and Conditions of Sale  
of apt Extrusions B.V.**

**1. Conclusion and content of contract**

- 1.1 All offers, order confirmations, purchase contracts and deliveries of apt Extrusion B.V. ("apt") and all contractual or pre-contractual relations with apt in general will be based on these General Terms and Conditions of Sale ("GTCS"). Unless expressly stated and/or agreed otherwise, any placement of an order and/or signing of a contract with apt will imply the customer's unconditional acceptance of the application of these Terms and Conditions to all current and future orders or contractual relationships. Any general terms and conditions of purchase of the customer will not apply and the customer waives them completely.
- 1.2 Any agreements or arrangements deviating from these Terms and Conditions will be valid only if they are recorded in writing.
- 1.3 When the customer orders goods, it is deemed to be a binding offer of contract. Unless otherwise stated in the order, apt will be entitled to accept this contract offer within 14 days from receipt by apt. Acceptance can be declared either in writing (for example, by order confirmation) or by delivering the goods to the customer.
- 1.4 Any individual agreements (including side agreements, supplements and amendments) made with the customer in individual cases will always take precedence over these GTCS. Subject to proof to the contrary, a written contract or written confirmation by apt will be decisive for the content of such agreements.
- 1.5 Employees of apt are not authorised to make oral promises to or oral agreements with the customer. Oral understandings will only become binding when confirmed in writing by an authorised representative of apt.
- 1.6 apt is not required to deliver/send abroad domestically sold goods which are designated for export and is entitled to request an export certificate from the customer.

**2. Agreement on quality of goods**

- 2.1 The basis of any order to manufacture and deliver certain goods is the information specified in this respect in apt's offer and/or order confirmation.
- 2.2 On the basis of the customer order, apt will prepare a profile drawing stating the specifications to be complied with and the agreed dimensions and tolerances. This profile drawing will be sent to the customer together with an accompanying form and must be countersigned.
- 2.3 In all cases, the data from the profile drawing will be decisive for the manufacture of the tool and thus for the contractually agreed specification of the delivery item.
- 2.4 Amendments to this specification will only be deemed agreed if a new profile drawing has been prepared and countersigned and an amended order confirmation has been issued. The DIN standards specified in the order confirmation and the profile drawing will also be deemed agreed.
- 2.5 An order from the customer is placed for a certain amount by weight of raw material of a specified quality. However, for physical reasons, the volume of the material can vary while its weight remains constant, meaning that the quantity unit being owed which is manufactured from the agreed material can also vary within certain limits.
- 2.6 Unless expressly agreed, no rights may be derived from product characteristics of individual samples or models. This applies in particular to information contained in the brochures, photos, illustrations, etc.

**3. Prices; price adjustment; tools**

- 3.1 Unless otherwise agreed, prices do not include VAT and transport costs for shipment to a place other than the place of manufacture but do include customary packaging suitable for transport as provided for by apt. The metal quotations as quoted on the London Metal Exchange (LME) are a component of the calculation.
- 3.2 If more than four months elapse between conclusion of the contract and delivery, and prices are not expressly agreed on as fixed, apt reserves the right to adjust the prices in such a way as is necessary due to general external cost increases outside apt's control (in particular due to changes in the procurement prices of raw and auxiliary materials, collectively agreed wages and salaries, freight or public charges) or due to changes in suppliers. This applies both if a period of more than four months was agreed for delivery and if, due to reasons for which the customer is responsible, delivery can be performed more than four months after the order confirmation or order placement. On the same terms, apt warrants that it will reduce the price if external costs (such as customs duties) are reduced or eliminated altogether.
- 3.3 The customer will not acquire any ownership rights to the tools by paying the cost components for them. The tool will remain the exclusive property of apt and be made available for a maximum period of five years.

**4. Delivery, transfer of risk, default in acceptance**

- 4.1 Delivery will be ex warehouse, which is also the place of performance for the delivery and any subsequent fulfilment.
- 4.2 At the request and cost of the customer, the goods will be sent to another place of destination (sales shipment). Unless agreed otherwise, apt will be entitled to decide itself how the goods will be shipped (in particular, the transport company, shipping route and packaging). The customer will bear any customs duties, fees, taxes or other public charges.
- 4.3 The risk of accidental loss and accidental deterioration of the goods will pass to the customer at the latest upon handover. However, in the case of a sales shipment the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay will already upon handover of the goods pass to the carrier, forwarding agent or any other person or institution designated to carry out the shipment. If acceptance has been agreed, the risk will pass to the customer when acceptance has been effected. In all other respects, the statutory provisions of the law on contracts for work and services apply accordingly to an agreed acceptance. If the customer is in default with acceptance, handover is deemed equivalent.
- 4.4 If the customer is in default with acceptance, if it fails to cooperate or if delivery is delayed for other reasons for which the customer is responsible, apt will be entitled to demand reimbursement for any ensuing loss including additional expenditure (for example, storage and insurance costs). In this case, apt will charge fixed compensation in the amount of EUR 50 per calendar day starting from the delivery date or – in the absence of a delivery date – when notification is issued that

the goods are ready to be shipped. apt's right to prove a higher loss and statutory claims (including without limitation reimbursement of additional expenses, reasonable compensation, termination) will remain unaffected, but the fixed compensation will be set off against further monetary claims. The customer will be permitted to prove that apt did not suffer any loss or that the loss suffered was substantially less than the above fixed compensation.

- 4.5 apt will be liable for transport damage only if a proper statement of the facts in text form is submitted in due time and the damage incurred is directly attributable to the transport commissioned by apt. If the goods are taken back for reasons for which apt is not responsible, the customer will bear all risk until the goods arrive at apt's factory.

## 5. Customer's claims for defects

- 5.1 The customer's rights in respect of defects of quality and title (including incorrect delivery and insufficient quantities, improper assembly, or inadequate instructions) are subject to statutory requirements unless otherwise stated in these GTCS. The basis for liability for defects is, above all, the agreement made with regard to section 2 of these GTCS.
- 5.2 apt exclusively warrants that the goods have the quality agreed upon conclusion of the contract and are suitable for the use expressly agreed upon in the contract (including in the product specifications or in the product description). apt reserves the right to make changes to the design and/or execution that do not impair either the functionality or the value of the delivery item and do not constitute a defect. apt does not accept any liability for defects that arise after handover to or acceptance by the customer as a result of natural wear and tear, incorrect or negligent handling, improper storage, unsuitable or improper use, inadequate maintenance or non-compliance with the instructions for processing and use. If the delivery is made according to customer drawings, specifications, samples, etc., the customer assumes the risk of suitability for the intended use. If the customer or third parties carry out unauthorised conversions, repairs or changes to the goods, there will also be no warranty for any resulting defects.
- 5.3 Unless it has been expressly agreed that acceptance must take place, the customer must inspect the goods delivered without undue delay after delivery to it or to a third party designated by it, and report any defects without undue delay. Such notification must be in writing/text form and, in the interest of time, must be made by email or fax. Notification must be sent without undue delay, but at the latest within five working days after delivery or – if the defect was not apparent during inspection after – three working days after the defect has been detected.
- 5.4 The customer will be entitled to inspect the goods at apt's site at its own expense. The customer's obligation to accept the goods in good time remains unaffected.
- 5.5 If the customer fails to carry out a proper inspection and/or provide notification of defects, apt will not be liable for a defect not reported or not reported in good time.
- 5.6 Goods processed in whole or in part will be deemed accepted and the warranty will be excluded unless the defect can be detected only through or during processing. The customer will bear the burden of proof for this.
- 5.7 Claims arising from recourse against suppliers do not apply if the defective goods have been further processed by the customer or another company, for example if they have been incorporated into another product. In any event, this has no effect on the special statutory provisions covering final delivery of unprocessed goods to a consumer, even if the consumer has processed them further.
- 5.8 Minor deviations and/or deviations customary in the industry, in particular quality differences in colour, size, etc. do not constitute a defect.
- 5.9 If the delivered item is defective, apt will be entitled, at its discretion, to subsequently fulfil the contract by either remedying the defect (rectification) or delivering a defect-free item (replacement delivery). apt's right to refuse subsequent fulfilment under statutory conditions will remain unaffected.
- 5.10 apt will be entitled to make the subsequent fulfilment owed conditional upon the customer paying the purchase price due. The customer will be entitled, however, to retain an amount of the purchase price which is proportionate to the defect. The customer must grant apt the time and opportunity required for the subsequent fulfilment owed, and in particular provide it with the rejected goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to apt beforehand. Subsequent fulfilment will include neither removal of the defective item nor reinstallation if apt was not originally required to carry out installation.
- 5.11 Subsequent fulfilment will be deemed to have failed only after two unsuccessful attempts at subsequent fulfilment. If subsequent fulfilment has failed or if the customer has set a reasonable deadline for subsequent fulfilment and such deadline has expired without success or if there is no statutory obligation to set a subsequent deadline, the customer may decide either to rescind the purchase contract or to reduce the purchase price in accordance with the statutory provisions.
- 5.12 apt will bear or reimburse the expenses required for the purpose of inspection and subsequent fulfilment, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs in accordance with the statutory provisions if there is actually a defect. Otherwise, apt may demand that the customer reimburse the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not identifiable for the customer. The customer's follow-up work, such as reworking, wages for work, sorting and storage costs is not reimbursable.
- 5.13 In urgent cases, for example where operational safety is at risk or to avert disproportionately high damage, the customer will be entitled to remedy the defect itself and to demand reimbursement from apt of the expenses objectively necessary for this. apt must be informed of any such self-help remedy without undue delay, if possible in advance. There will be no right of self-help remedy if apt were entitled to refuse corresponding subsequent fulfilment.
- 5.14 No rights may be derived from defective partial deliveries with regard to the remaining partial deliveries. Complaints may not be made about subsequent deliveries on account of defects from partial deliveries already received that are known or should have been known to the customer at the time of dispatch and which were not reported to apt with due care and/or properly within a reasonable period of time.
- 5.15 If the customer is in default with significant obligations owed to apt, rectification of defects or replacement delivery may be refused. The rights of the customer pursuant to section 5.10 of these Terms and Conditions will remain unaffected.
- 5.16 Complaints about invoices must be submitted in writing within 14 days of them being delivered.
- 5.17 The customer will have no claims for compensation or reimbursement of futile expenses when there are defects except in accordance with the provisions under section 8.

## **6. Delivery, purchase and call-off periods**

- 6.1 Delivery will be ex warehouse, which is also the place of performance for the delivery and any subsequent fulfilment. Delivery periods will apply to the time of transport ex works.
- 6.2 The delivery periods will be dependent on the circumstances prevailing at the time of conclusion of the contract and on the information and goods available and will be set on the assumption that apt will not encounter any difficulties with delivery. The delivery periods will commence at the earliest when the customer has fulfilled any duties to cooperate, in particular when it has supplied parts, drawings, documents and information to be delivered.
- 6.3 Unless expressly stated otherwise, the stated delivery periods are only estimates. If the stated period is exceeded, apt will be in default only after a written reminder.
- 6.4 If the delivery period is exceeded for reasons that are not attributable to apt, this will in no case constitute grounds for rescission of the contract and/or compensation.
- 6.5 The customer must collect the goods within the agreed delivery period. Otherwise, apt reserves the right to demand the purchase price (of the uncollected part) without issuing a prior reminder. If the customer nevertheless remains the debtor of the purchase price, the products will be deemed accepted.
- 6.6 Unless expressly ruled out, apt will have the right to make partial deliveries. Call-off and specification of individual partial deliveries must be submitted in as equal periods and quantities as possible and in such a timely manner that proper manufacture and delivery is possible within the contractual period.
- 6.7 If, despite a written request, no call-off and specification of contractually agreed call-off times are submitted, apt may, without prejudice to statutory rights to compensation and rescission, after three months, itself determine the quantity and timing of partial deliveries within reasonable limits. apt reserves the right to deliver raw materials.
- 6.8 The rights of the customer pursuant to section 8 of these Terms and Conditions of Sale and the statutory rights of apt, particularly in the event of an exclusion of the duty to perform (for example due to impossibility or unreasonableness of performance and/or subsequent fulfilment), will remain unaffected.

## **7. Infringement of the rights of third parties**

- 7.1 If an order is to be executed according to drafts, drawings, samples or other instructions of the customer, the customer assures that no intellectual or industrial property rights or other rights of third parties will be infringed thereby.
- 7.2 If deliveries are made in accordance with drawings, samples or other information provided by the customer and if patent rights, trademark rights, design rights or other rights of third parties are infringed thereby, the customer will be liable to apt for any resulting damage and loss of profit. apt is not required to check any third-party property rights.
- 7.3 The customer will indemnify apt against all claims by third parties for infringement of intellectual or industrial property rights or other rights and will reimburse all costs and expenses for legal defence.

## **8. Other liability**

- 8.1 Unless set out otherwise in these Terms and Conditions or the provisions below, apt will be liable for any breach of contractual and non-contractual duties as provided for by statute.
- 8.2 apt will be liable for damages in the context of fault liability for intent and gross negligence, irrespective of the legal grounds.
- 8.3 In the event of simple negligence, apt will be liable, subject to a milder level of liability pursuant to statute (for example, for diligence in its own matters), only
  - (a) for any damage resulting from injury to life, limb or health,
  - (b) for damage resulting from the significant breach of a material contractual duty (obligation which is essential for the proper performance of the contract and on the fulfilment of which the customer regularly relies and is entitled to rely); in this case, however, apt's liability is limited to foreseeable damage that typically occurs.
- 8.4 The limitations of liability resulting from section 8.2 and 8.3 also apply to breaches of duty by or in favour of persons whose fault apt is responsible for according to statutory provisions, to the extent permitted by law.
- 8.5 The customer can only rescind or terminate the contract owing to a breach of duty which is not attributable to a defect if responsibility for the breach of duty lies with apt. The customer does not have a right to terminate the contract. In all other respects, the statutory provisions and legal consequences apply.

## **9. Extended and prolonged reservation of title**

- 9.1 apt reserves title in the goods sold (reserved goods) until all of its current and future claims, including statutory commercial interest and costs, arising from the contractual relationship and an ongoing business relationship (secured claims), including all balance claims from current accounts, are paid in full.
- 9.2 The reservation of title will also apply to apt's existing and future claims against the customer because the customer does not or has not fulfilled one or more of its obligations to apt under the aforementioned contracts.
- 9.3 The goods which are subject to reservation of title may not be pledged to third parties or assigned as collateral until the secured claims have been paid in full.
- 9.4 The customer must inform apt in writing without undue delay if an application is filed to open insolvency proceedings against the customer's assets or if third parties attempt to access the reserved goods (for example, seizures).
- 9.5 If the customer's conduct is in breach of the contract, in particular if the customer does not pay the purchase price due, apt will be entitled to rescind the contract or/and demand return of the goods on grounds of reservation of title. The demand for return does not at the same time include the declaration of rescission; apt is in fact entitled to only demand the return of the goods and to reserve the right of rescission. If the customer does not pay the purchase price due, apt may assert these rights immediately without the need to set a further deadline. If the customer does not comply with apt's demand for return, apt will be additionally entitled to charge the customer a contractual penalty of € 500.00 per day from the day of the demand for return.
- 9.6 Until revoked in accordance with (c) below, the customer will be entitled to sell on and/or to process the goods under reservation of title in the ordinary course of business. In such cases, the provisions below will apply in addition:

- (a) The reservation of title extends to the products which are the result of processing, mixing or combining apt's goods at their full value, whereby apt will be considered the manufacturer. If the goods are processed, mixed or combined with the goods of third parties and the ownership right of the latter still exists, apt will acquire co-ownership of such processed, mixed or combined goods in proportion to the invoice value. In other respects, the same will apply to the processed product as to the reserved goods.
  - (b) The customer hereby assigns to apt as collateral any claims against third parties resulting from the sale of the reserved goods or the product in their entirety or in the amount of apt's co-ownership share, if any, in accordance with the previous paragraph. apt accepts the assignment. The customer's obligations set out in section 9.3 will also apply in respect of the assigned claims.
  - (c) The customer remains authorised to collect the claim in addition to apt. apt undertakes not to collect the claim as long as the customer meets its payment obligations towards apt, there is no impairment in its ability to pay and apt does not assert its reservation of title by exercising a right in accordance with section 9.5. However, if this is the case, apt may demand that the customer notifies apt of the claims assigned and their debtors, that it provides apt with all data required to collect the claims, the associated documents and notifies the debtors (third parties) of the assignment. Furthermore, in this case apt is entitled to revoke the customer's authority to further sell and process the reserved goods.
  - (d) If the realisable value of the collateral due to the customer exceeds the claims by more than 10 %, apt will release collateral at its discretion and at the request of the purchaser.
- 9.7 The customer is required to handle the reserved goods with care, to store them separately from other goods and to insure them properly against theft, damage and destruction. The customer's obligations set out in section 9.3 will also apply in respect of claims under insurance policies for theft, damage and destruction of the reserved goods. The customer hereby assigns to apt, as collateral, the customer's claims against its insurer resulting from damage to and loss of the reserved goods or the product in their entirety or in the amount of apt's co-ownership share, if any, in accordance with the previous paragraph. apt accepts the assignment. A claim to payment for damage to and loss of the reserved goods will substitute the reserved goods. At apt's first request, the customer must provide any cooperation apt requires to ensure that such payments are made to apt or to provide collateral for such payments in favour of apt.
- 9.8 The customer must inform apt without undue delay if a third party carries out enforcement proceedings on the reserved goods, on the assigned claims or other collateral, and must supply the documents required for intervention. This also applies to impairments of any other kind. The costs of out-of-court efforts for release and recovery will be borne by the customer. This also applies to the costs of a justified court intervention (third-party action in opposition) if these cannot be recovered from the third party.
- 9.9 In the event that the goods are combined, mixed or processed in any other way with other items, the customer must provide apt with appropriate collateral in the form of a provisional garnishment of the resulting product upon first request. If and to the extent that the value of the product is less than the value of the goods delivered, the customer must provide additional collateral for the difference at apt's first request.
- 10. Terms of payment, default with payment**
- 10.1 Unless other payment agreements are made, apt's invoices will be due immediately and be payable without deduction within 30 days of delivery and receipt of the invoice.
- 10.2 Payment must be made into the account specified by apt in the Netherlands and in euros, unless apt has stated in writing that payment must be made in a different currency. The date on which the payment is credited to apt's account determines whether the payment deadline has been met.
- 10.3 Once this deadline has expired, the customer will be in default without any need for apt to issue a separate reminder. During the period of default, the purchase price will bear interest at the statutory commercial default rate (*wettelijke handelsrente* as per article 6:119a Dutch Civil Code) from the due date. apt reserves the right to claim further compensation for loss incurred as a result of default and – in relation to merchants – statutory commercial interest after the due date.
- 10.4 However, apt will be entitled to make delivery in whole or in part only against advance payment or to request additional collateral at any time, even during an ongoing business relationship, and in particular if there are doubts about the customer's solvency or financial stability. The same will apply if there is no credit insurance in place in apt's favour for a business relationship between apt and the customer or if such credit insurance subsequently lapses.
- 10.5 The customer is entitled to rights of set-off or retention only to the extent its claim is final and absolute or undisputed. In the event of defects in the supply, the customer's counter-claims will remain unaffected, including without limitation in the context of section 5.10 of these GTCS.
- 10.6 If apt pursues a claim out of court, using the assistance of a lawyer or a debt collection agency, due to a default in payment by the customer, the customer must reimburse apt the amount of 15 % of the open invoice amount, but no less than EUR 350.00, with apt's right to assert the higher actual amount of loss remaining unaffected. The customer will be permitted to prove that the loss incurred is lower.
- 10.7 In the case of partial deliveries and partial payments, apt will be entitled to withhold further partial deliveries if the customer is in default with a partial payment. If the customer is in default with at least two partial payments, apt will be entitled to declare the entire amount and claims resulting from other delivery relationships, if any, due with immediate effect.
- 10.8 If the customer does not fulfil its payment obligations towards apt or does not provide sufficient collateral for the claims due when being so requested, apt may, within 14 days of setting a deadline in writing and without prejudice to its claim for compensation, suspend performance of its contractual obligations and rescind the contract in whole or in part with immediate effect. The compensation claim amounts to a fixed rate of 15 % of the price of the undelivered goods. apt's right to prove a higher loss and statutory claims (including without limitation reimbursement of additional expenses, reasonable compensation, termination) will remain unaffected, but the fixed rate will be set off against further monetary claims.
- 10.9 The customer will be permitted to prove that apt did not suffer any loss at all or that any loss suffered was substantially less than the above fixed rate.
- 10.10 The dispensability of setting a time limit will remain unaffected.

- 10.11 In the same circumstances as in section 10.10 above, apt will be entitled at any time to inspect the customer's warehouse, to take out reserved goods (mentioned in section 9 ff. of these GTCS) against set-off of the realisation amount and to secure them, at the customer's expense, in any form apt considers suitable and to prohibit the resale of reserved goods.

## **11. Limitation periods**

- 11.1 The general limitation period for claims based on defects of quality and title is 12 months after delivery. In case of contracts for work and services, the limitation period will start to run upon acceptance. This does not apply, however, in the event of intentional or grossly negligent breach of duty, for losses arising from injury to life, limb or health, in the event of fraudulent concealment of a defect and/or mandatory statutory liability; in these cases, the respective statutory limitation period applies.
- 11.2 If the goods consist of a building or a thing that has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building (building material), the limitation period will be five years from delivery. This does not affect further statutory special provisions which may apply.
- 11.3 The above limitation periods of the sale of goods law apply to contractual and non-contractual compensation claims of the customer which are based on a defect of the goods unless application of the regular statutory limitation period would mean a shorter limitation period in an individual case. However, compensation claims made by the customer pursuant to section 8.2 and 8.3(a) of these GTCS as well as pursuant to the Product Liability rules will become statute-barred exclusively in accordance with the statutory limitation periods.

## **12. Force majeure**

- 12.1 In addition to legal and juridical definitions, force majeure includes all external and unforeseeable causes, including but not limited to war, threat of war, civil war, riot, terrorism, acts of war, fire, natural disasters, weather events, water damage, floods, epidemic, pandemic, organised and unorganised strikes and industrial action, operational disruptions of all kinds, lockouts, confiscations, import and export restrictions, government measures, defects and disturbances in energy and water supply, shortage of materials, raw materials and supplies, machines, means of transport, transport obstacles, delays in the granting of required official permits and all other causes, both on the part of apt and on the part of its suppliers and forwarding agents, which are outside of apt's sphere of risk or responsibility.
- 12.2 In the event that apt cannot fulfil its obligation to perform or cannot fulfil this obligation properly or in due time owing to force majeure, the agreed (delivery) deadlines will be extended by the period of time during which apt is prevented from fulfilling its obligations owing to force majeure.
- 12.3 Failure of suppliers to supply apt correctly or in due time also constitutes an occurrence of the types listed in section 12.1 unless responsibility for it lies with apt, and if, at the time the contract with the customer was concluded, apt had concluded congruent substitute transactions with its respective supplier. This also applies if apt enters into such substitute transactions without undue delay after concluding the contract with the customer.
- 12.4 If apt becomes aware of an occurrence within the meaning of section 12.1, apt will inform the customer without undue delay. Delivery periods are extended/adjusted automatically by the duration of the occurrence, plus reasonable start-up time. If such occurrences make it substantially more difficult or impossible for apt to provide performance and are not only of temporary duration, apt may rescind the contract.
- 12.5 If events of force majeure cause delays of more than one month, both apt and the customer will be entitled to terminate the contract (with regard to the part not performed) subject to the provisions set out in section 12.6.
- 12.6 If the event of force majeure occurs when the contract has already been partially delivered, the customer may not terminate the contract in respect of the parts already delivered and must in such cases pay the purchase price due in the corresponding amount.
- 12.7 Neither apt nor the customer will be liable for any loss or damage due to force majeure.

## **13. Choice of law, jurisdiction and final provisions**

- 13.1 All legal relationships between apt and the customer will be governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 13.2 All disputes arising from the business relationship between apt and the customer, both of a national and international nature, will be subject to the exclusive jurisdiction of the court of Limburg, location Roermond. Only apt shall be entitled to also bring an action before the competent court at the place where the customer has its registered office. This provision has no effect on overriding statutory provisions, in particular on places of sole jurisdiction.
- 13.3 If one or more of the provisions in these Terms and Conditions are inapplicable or invalid, this does not affect the validity of the remaining provisions.
- 13.4 Any inapplicable provisions will automatically be replaced by provisions with the same meaning and effect.