

## INSPIRION - TERMS FOR SALE AND DELIVERY

# I. General Provisions

## § 1 Scope of Application

(1) The present Terms for Sale and Delivery shall be applicable to all sales, respectively deliveries of INSPIRION Polska Sp z o.o. (further "INSPIRION") to traders and undertakings in accordance with Polish Civil Law or legal entities of the civil or public law (further called "Customers"). The **bold - typed emphasises** serve only for better orientation of the readers and have no subject-matter meaning.

(2) The Terms for Sale and Delivery are a substantial part of all offers, acceptances of contracts and sales contracts of INSPIRION. They are the **exclusive** contract regulations with each customer, as long as there are no specific individual rules for contracts.

(3) INSPIRION does not acknowledge **general terms of trading of the Customers**, as well as when in a particular case INSPIRION does not explicitly object, unless INSPIRION has approved the application of these Customer's terms explicitly and in writing. INSPIRION's Terms for Sale and Delivery also apply exclusively when INSPIRION starts performance of a particular contract without a specific reservation despite knowledge of Customers' trade terms which are contradictory or different from the present Terms of INSPIRION.

(4) The Terms of Sale and Delivery are also applicable for all **future transactions** with Customers and even if INSPIRION does not explicitly indicate that these terms for Sale and Delivery shall apply; and until INSPIRION puts into effect new terms by sending them to the Customers.

(5) With the exception of the managing director, the procurists and the trade representatives, the staff members of INSPIRION are not entitled to meet **agreements differentiating** from the present terms.

## § 2 Offers and Conclusion of Contracts

(1) Offers by INSPIRION are always non-binding (the so called "invitatio ad offerendum"), unless they are indicated in writing as binding. Except that, a contract becomes effective when INSPIRION confirms explicitly and in writing the order of the Customer or starts delivery of the goods. The Customer is bound by his order/his offer for one week, provided that there is not a longer binding period agreed or customary, or the Customer has declared in his order/or in his offer explicitly a shorter binding period.

(2) **Written confirmation of the order by INSPIRION** is solely authoritative for the determination of the articles of the delivery and the terms of the contract. Collateral agreements have to be always approved in the form provided in § 18, Sec. 4 of the present Terms.

(3) INSPIRION reserves all rights, in particular the ownership and the copyright, on any preliminary estimate of costs, designs, plans or specific **technical documentation**, which INSPIRION provides to the Customer before or after the conclusion of the contract. Without the approval of INSPIRION the Customer is not allowed to provide, to copy, to duplicate, to deliver or otherwise to give any information to third parties. Those have to be returned to INSPIRION immediately upon request.

(4) In case that there were agreed special provisions for a particular order, they will expire with the completion of particular order and will not have any effectiveness to other orders running at the same time or following ones.

### **§ 3 Price**

(1) All prices appointed by INSPIRION as well as processing and printing expenses, unless otherwise agreed by the parties, are valid "**net ex works**" in terms of § 18 Sec. 2 of the present Terms, that is without the expenses for packing, loading, insurance (in particular transport insurance), duties and taxes, transport costs and turnover tax.

(2) All prices are regarded as in **EURO**, unless another currency is explicitly appointed in the confirmation of the order by INSPIRION.

(3) In case costs increase unforeseeable and extraordinary like by means of price increases of the suppliers or currency fluctuations, INSPIRION is entitled to appoint further increasing prices to the Customers.

### **§ 4 Foreign trade**

(1) In case of deliveries to foreign countries these Terms for Sale and Delivery shall be applicable together with the "International Commercial Terms" ("**Incoterms**") published by the International Chamber of Commerce in their newest redrafting provided that in the confirmation of the order, respectively in the binding offer, INSPIRION refers to one of the concerned Incoterms (for e.g. by means of the clauses "cif", "ex work", "fob", etc.).

(2) Import duties, fees for consultation and different levied taxes/fees based on regulations of the country of destination are generally not included in the appointed prices of INSPIRION (accordingly to the simultaneously applicable § 3 Sec. 1 of the present Terms). When in case of exception taxes shall explicitly be included in the price, the agreed price increases accordingly if the tax rates increases after the conclusion of the agreement.

(3) INSPIRION is only obliged to comply with **foreign regulations for packing, weighting and duties** if the Customer gave information for that in advance.

### **§ 5 Permission for Export and Import**

The delivered goods and technical know-how of INSPIRION are designated exclusively for use and remaining in the country of destination as indicated by the Customer. The re-exportation of the goods appointed in the contract – individually or collectively – is governed exclusively by the regulations for foreign trade of the Federal Republic of Germany, respectively by the regulations of the country of destination agreed with the Customer. For the delivery of products which are subject to a resale price fixing and/or a sale maintenance, the specific terms and regulations for export (for e.g. embargo) of the referred manufacturer shall be also applicable besides the present Terms for sale and delivery. The Customer is obliged to **inform himself autonomously** for the corresponding regulations and namely for the Polish Law and the US- terms by the US- Department of Commerce. Not depending on whether the Customer has indicated a definite place of destination for the goods, it is always incumbent on the

Customer to obtain the required permission from the competent authority for foreign trade before the exportation of the goods. The Customer is solely responsible for the compliance with the applicable regulations to the ultimate consumer.

## II. Contractual Obligations

### § 6 Payment, Delay

(1) INSPRION's contract claim for payment is **due immediately** at the delivery of the goods and without deduction. The Customer is in **delay for payment** when he doesn't perform payment during the period of 14 days after the due date and after the receipt of the invoice but at latest 30 days after start of delivery. An earlier delay for payment based on the statutory legal regulations shall be unaffected.

(2) Provided there is nothing different agreed, INSPRION is not obliged to perform first. When as a case of exception there is exclusively agreed an obligation of INSPRION for **performance in advance**, § 321 of the German Civil Code shall with the condition that the rule applies when the Customer has breached the agreed terms of payment of the same or other contracts of the respective business relation.

(3) INSPRION reserves the right to reject **cheques and bills of exchange** from the Customers. The acceptance of similar surrogates of payment is always regarded as conditional performance. The bill of exchange will be accepted in every case only under the precondition of discount eligibility. Discounts, cancellation expenses and bill of exchange tax as well as other expenses in connection with the acceptance of the different surrogates of payment shall be charged to the Customer. Credit notes for bills of exchange or cheques are regarded as valid under the condition of receipt of the invoiced amount; that is the value date on which INSPRION can dispose of the equivalent sum.

(4) When after the conclusion of the contract INSPRION issues its invoice to another person than to his contract partner (the Customer) generally no alteration of the contract partner and in particular no discharge of the Customer from his obligation for payment should be acknowledged in it. When INSPRION issues the invoice to a third party, this should be acknowledged as INSPRIONs consent for a cumulative assumption of the debt and not as consent for a taking-over of the contract.

(5) The Customer will be charged with € 5,00 in the invoice for each reminder for payment after the due date. This does not affect the legal rights of INSPRION by law.

(6) In case of a delay in payment or of protest of the cheque or of the bill of exchange or in case of other circumstances, which entitle INSPRION to demand a cash advance or provision of security, INSPRION may terminate any **agreement for extension and granted period of payment** with the Customer referred to the entire business relation between INSPRION and the Customer.

### § 7 Set-off, Retention, Assignment

(1) The Customer is only entitled to set off a claim or to retain payment when his counterclaim is not contested by INSPRION or it has been declared as final and conclusive by a German court. The same applies also for the customers right to plea of non-performance of the contract pursuant to the Polish Law.

(2) The Customer is not entitled **to assign** claims from the contract to third parties without the written approval of INSPIRION.

## § 8 Delivery

(1) INSPIRION will perform delivery as soon as possible. The appointed **period/date of delivery** is generally **not binding**, unless INSPIRION confirms explicitly and in writing the appointed period/ the appointed date to be binding. The time of the dispatch ex works or ex stock, or the notification for the readiness for dispatch, shall be authoritative for the determination of the adherence with the period of delivery in case the goods are not dispatched in due time without INSPIRION's fault. The period of delivery shall be prolonged to another individually agreed term, if the Customer does not perform the owed cooperation for delivery (see § 9 of the present Terms).

(2) For the duration of the examination by the Customer of printed materials, samples, clichés, etc. the period of delivery shall always be interrupted, and namely from the day of the dispatch to the Customer until the day of the receipt of his opinion.

(3) In case that the parties do not agree a binding delivery term, respectively date of delivery, INSPIRION shall be in delay with its obligation to deliver and to perform, when the Customer sends a reminder to INSPIRION indicating a reasonable **period of grace** and when the period has unsuccessfully expired and the further legal preconditions have been met.

(4) INSPIRION shall perform delivery under the condition of **exact supply** in good time through INSPIRION's suppliers. A delay of delivery or non-performance of delivery that result from a failure of INSPIRION's suppliers (without any cooperative fault of INSPIRION) shall not be considered as a fault of INSPIRION.

(5) If the Customer demands an alteration in the order after INSPIRION has already confirmed the order, and this alteration may affect the duration for preparation of delivery for INSPIRION, a new period for delivery begins to run after INSPIRION has confirmed the alteration.

(6) INSPIRION shall not be responsible for a delay of the delivery or of the performance as a result of force majeure or similar circumstances, **which** derive from circumstances which INSPIRION cannot influence after the conclusion of the contract, e.g. industrial action, official directive, and also when these circumstances appear in the sphere of INSPIRION's suppliers or sub-suppliers. In these cases the period of delivery is prolonged until the duration of the obstacle including a reasonable initial period, but not longer than six months. After the expiry of this period both parties are insofar entitled to withdraw from the contract. The same applies if a party suffers significant disadvantages by the delay or non-performance.

(7) INSPIRION is entitled of **partial delivery** as long as this is appropriate for the Customer. In such cases INSPIRION is entitled to issue partial invoices.

(8) In case that **the supply** according to the request of the Customer **is delayed** as a result of a Customer's failure to perform a required cooperative act (for e.g. delivery of additional devices and parts for reconstruction), or the Customer does not accept the delivery item, or the delivery is not performed because the Customer fails to perform his obligation for payment, then INSPIRION is entitled to demand

a compensation for the additional expenses which occur, and in particular the expenses for storage. The expenses for storage can be charged from the beginning of one week after the notification of the readiness to dispatch with 0,5% lump sum of the invoiced sum for every month. The Customer is entitled to prove to INSPIRION that there are not any expenses or that the occurred expenses for storage are considerably minor. INSPIRION reserves the right to prove higher expenses. Except that, the INSPIRION`s right to withdraw from the contract or to claim compensation on the ground of statutory law shall not be affected.

## **§ 9 Duty and Obligation of the Customer to Cooperate**

(1) In case the effectiveness of the contract or for the performance of the contract requires specific **permissions or licences** (for e.g. licences for import or export) or similar, they are to be obtained by the Customer, unless the parties did not agree explicitly something else.

(2) The customer is furthermore obliged to **cooperate** timely in accordance with the contract or the good faith, in particular to obtain the required permissions and to provide the additional devices and parts for reconstruction.

(3) INSPIRION is entitled to fix a reasonable **term** to the Customer for the carrying out of the act of cooperation (for e.g. the request for a necessary permission). After the unsuccessful expiry of the period INSPIRION is entitled to withdraw form the contract. When the required licences or permissions are not provided until the expiry of three months after the conclusion of the contract INSPIRION is entitled without further preconditions to withdraw form the contract.

## **§ 10 Passage of the Risk**

(1) The risk passes to the Customer when the goods are handed over to the **carrier for transmission to the customer** (for e.g. forwarding agent, carrier or similar) for loading, if transportation through INSPIRION is agreed the risk passes when the loading begins, but at latest when the goods leave the factory as place of performance (comp. § 18, Sec. 2 of the present Terms),. The same applies when INSPIRION has undertaken the expenses for the transport or has undertaken another performance like the installation.

(2) If INSPIRION performs the dispatch of the goods later than the first possible date of delivery upon request of the customer or on similar grounds deriving from the Customer's sphere, then the risk shall pass to the Customer at the moment of **notification of the readiness for dispatch** by INSPIRION.

(3) An **insurance** of the goods like against theft, break, transport, fire or water damages or similar risks will be provided by INSPIRION only upon explicit request of the Customer and will always be at the expense of the Customer.

(4) **Sending** backs of the goods to INSPIRION travel - reserving other explicit agreements – at the expense and under the risk of the Customer.

## **§ 11 Retention of Title**

(1) INSPIRION retains the **title of the goods** until full payment of all accounts receivable which are existing and which can accrue in the future from the business relation with the Customer. At the entry of a running account with the Customer the entire retained property serves to secure the claim for the balance of the account. As long as according to the Customer's national law the validity of this retention of title depends on particular preconditions or formal requirements (for e.g. on a registration), the Customer is obliged to fulfil at his own expenses the preconditions or the formal requirements for the validity of the retention of the title.

(2) In case of a breach of the contract of the Customer, in particular in case of a delay for payment or in case of an existing proceedings for insolvency, INSPIRION is entitled to request from the Customer the purchased objects **back** without any grace period to be fixed, or in the same case, to request the assignment of the claim for return of property against third parties. The withdrawal of the goods and the seizure of the reserved goods by INSPIRION shall not be regarded as a **withdrawal of the contract** by INSPIRION, unless this is declared explicitly and in writing. The Customer shall undertake the expenses for the withdrawal. INSPIRION is entitled to utilize the revoked reserved goods after a single warning. The difference between the profits of utilisation and the expenses for the utilisation will be at the expense of the Customer.

(3) The Customer is entitled **to resell the reserved goods within the scope of an orderly business operation**, as long as he is not in delay, and/or there is a filed application for beginning of insolvency proceedings over his property or he is obliged to apply for insolvency proceedings. In case of resell of the reserved goods on credit, the Customer is obliged to secure the rights of INSPIRION on the reserved goods. Hypothecation, transfer of ownership by way of security, further transfer to the financing of the goods (for e.g. to leasing company) or transfer of the use to third parties are allowed to the Customer only by prior written approval by INSPIRION.

(4) If the Customer resells the reserved goods, thus he **assigns to INSPIRION his claim from the resell for payment** together with all the accessory rights in order to secure the claim of INSPIRION. The Customer is authorised until the revocation for the collection of the sum due from the resell. However, INSPIRION can request from the Customer to notify his debtors for the assignment. With the revocation of the authorisation for the collection the Customer has to notify INSPIRION for the required data for the collection about the claim and in the same case to support INSPIRION to claim for the accounts receivable.

(5) The Customer is obliged **to keep diligently** and at his expense in custody the goods in (co-)ownership of INSPIRION, to insure them against theft, break, fire, water or similar damages and to prove the termination of the insurance upon INSPIRION's request.

(6) The Customer has the further duty during the reservation of the property to keep the purchased objects in **proper conditions** and to admit necessary repairs immediately to be performed in one of the INSPIRION's authorised qualified workshops.

(7) For **the seizure** over the reserved goods of **third parties** the Customer has to notify INSPIRION immediately after he has become known of that and to transfer to INSPIRION all the necessary information and documents for each intervention. The Customer is liable for the expenses which arise from the lift of the seizure in particular by lodgement of intervention as a third party on seizure, as long as they cannot be attained by the pursued creditors.

# III. Defects, Withdrawal and Compensation for Damages

## § 12 Defects and Rights

(1) INSPIRION guarantees that the delivered goods have **no considerable defects** at the passage of the risk.

(2) Details of the scope of the delivery, the appearance, capacity, measurement and weight of the goods, etc. that were made at the conclusion of the contract in valid descriptions of the goods represent no guarantee, but only a description of the goods, which are only to be regarded as approximate. A **guarantee** is available only when INSPIRION has appointed it explicitly and in writing as such.

(3) When **after the conclusion of the contract alterations** shall be carried out on any of the fixed objects concerning the construction, material and model and they are considered in the delivered goods, these alterations do not represent a defect of the purchased goods , as long as no deduction of the value of their usefulness occurs from that.

(4) INSPIRION is not liable for **public statements** of third parties (including the suppliers of INSPIRION or the manufacturers) when INSPIRION did not know about these statements or was not obliged to know. INSPIRION is not liable for public statements through INSPIRION or third parties when the statement at the moment of the conclusion of the contract was already corrected or when the Customer could not prove that the respective statement has influenced his decision to purchase.

(5) The **guarantee** for defects and damages **is excluded** when they arise

- because a definite construction or a definite material for the purchased goods was chosen under the instruction of the Customer,
- because the Customer has installed the purchased good or put it in operation incorrectly,
- because the Customer operates with the purchased good incorrectly or he does not use appropriate operating instruments,
- because the Customer has not considered the operation division or the rules for maintenance,
- because the Customer does not use the purchased good competently or overstrained,
- because the Customer has attached external parts (products by other manufacturers), although they were not permitted in the operation division or after a written explanation by INSPIRION,
- because the Customer has decomposed or changed the purchased object without the approval of INSPIRION,
- because the Customer has installed incorrectly the purchased good into another item (the installation in the other item might be exclusively according to the regulations).

(6) The Customer loses the right to rely on a lack of conformity of the goods, when the Customer does not give notice to INSPIRION specifying the nature of the lack of conformity in accordance with the following rules:

- lacks of conformity, which at the examination of the goods were recognizable, have to be noticed in writing to INSPIRION within at latest in five working days after the delivery of the goods and before further manufacturing/ processing/ usage (if possible under the dispatch of the provided printed forms by INSPIRION),
- hidden lacks of conformity, which at the examination of the goods could not be discovered, have to be noticed in writing to INSPIRION within in five working days after the discovery of the defects.

For the keeping of the term for the notice it is sufficient to dispatch the notification of the lack of conformity in right time.

(7) Complaints do not abolish **the duties of the Customer for acceptance and payment of the goods**, unless the defectiveness of the goods is not controversial or has already become res judicata.

(8) If there is an existing lack of conformity in the purchased goods, INSPIRION is entitled to his own **choice to remove the defects**, by means of for example extra work/improvement of the goods of the contract, or replacement of the complained parts or to deliver another good without defects. If one of these forms of additional performance is connected with considerable disadvantages for the Customer, the Customer is entitled to request the other type of additional performance.

(9) In case of **remedying a defect** the repairing of the goods, respectively the substitute delivery INSPIRION bears the necessary expenses, in particular the wage, material and freight expenses. Exchanged old parts of the goods become property of INSPIRION.

(10) In cases of guarantee with **foreign Customers** INSPIRION shall not generally bear the expenses and similar specific expenses, which are connected with the place of usage, respectively the exporting country of the purchased objects.

(11) If within a reasonable **term** fixed by the Customer, which however must amount to at least two weeks, it is not undertaken any attempt for substitute performance or if the fixing of a term according to the statutory law is not required as an exception, the Customer is entitled to proceed to the other legal claims for lacks of performances, in particular to reduce the purchase price or to withdraw from the contract. If an attempt for substitute performance is undertaken at due date, which has not though removed the lack of conformity, the Customer is allowed to proceed to the other claims for defects after the unsuccessful expiry of a further period for substitute performance, unless as an exception it would be unreasonable for the Customer to wait until these terms. In case of **partial performance** the Customer may withdraw from the whole contract only if he has no provable interest of partial performance and the breach of the duty is considerable. **Claims for compensation for damages due to the lack of conformity** may be established only under the preconditions appointed in § 14.

(12) If the result from an inspection of the goods confirms that the purchased goods do not represent **a lack of conformity**, INSPIRION is entitled to charge his expenses for the inspection according to his general hourly rates of payment on the account of the Customer.

(13) **The limitation period** for claims for a lack of conformity amounts to one year from the delivery.

(14) **The right of recourse** of the buyers according to the Polish Civil Code shall not be affected.

### **§ 13 Withdrawal**

(1) For **the right of the Customer to withdraw** from the contract apply the statutory legal regulations under the additional condition that the right to withdraw from the contract due to a lack of conformity that is not a defect of the goods occurred is only disputable, when INSPIRION is liable for that breach of duty.

(2) INSPIRION is entitled in case of withdrawal to calculate a monthly lump sum of 3% of the purchase price for the realized **profits from the use**, as far as the buyer does not prove a minor value of the emerged profits. The right of INSPIRION to prove a higher value of the emerged profits shall be unaffected.

### **§ 14 Duty of INSPIRION to Compensate the Damages**

(1) INSPIRION is liable for a breach of duty in cases of **intent and culpable negligence** as well as in case of a breach of a essential duty. As far as a breach of a duty does endanger the purpose of the contract (cardinal duty) INSPIRION is also liable in case of simple negligence. In other cases the claims for compensation of the damages are excluded. The limitation of the liability shall not apply when INSPIRION has given guaranty for damages, which have to be removed according to the Law for Product Liability, as well as for damages of life, body and health.

(2) When INSPIRION is liable for simple and culpable negligence, the liability of INSPIRION is limited to damages which occurrence INSPIRION **typically** had to expect at the conclusion of the contract according to the known circumstances.

(3) When INSPIRION is liable for simple negligence or culpable negligence for the employees of INSPIRION or its representatives who are part of the directors or the managerial employees the liability is limited to the **double sum of the respective purchase price**. Additionally INSPIRION is not liable for indirect damages, or damages occurred by defects or for lost profits.

(4) The **proof of a fault** of INSPIRION in the scope of the liability to compensate the damages has to be conducted by the Customer, who requests the compensation for damages.

(5) INSPIRION is not liable for defective goods, which are based on a defectiveness on **supplied parts**, unless INSPIRION has given guaranty referring to this or the defect of the supplied part is evident. INSPIRION is not obliged to make an examination of a supplied part.

(6) As far as through this provision the liability of INSPIRION is excluded or limited the same applies to the personal liability of the **employees** or the freelancers of **INSPIRION**.

(7) The Customer is obliged **to give notice** immediately and in writing to INSPIRION of the damages for which he wants to make INSPIRION liable, and if necessary to allow an examination of the damages.

## § 15 Duty of the Customer to Compensate the Damages

As far as INSPIRION is entitled to request from the Customer compensation for damages instead of performance, INSPIRION is entitled to **request lump sum for compensation for damages to the amount of 15% of the purchase price**, as far as the Customer does not prove minor damages. INSPIRION reserves the right to claim for higher damages according to the statutory provisions of law.

## IV. Miscellaneous

### § 16 Commercial Rights of Protection and Copyrights of Third Parties

(1) As far as the delivered goods were manufactured in accordance with the drafts or designation of the Customer, the Customer has **to indemnify** INSPIRION against all claims, arising from the breach of intellectual property right and/or copyright which are exploited by third parties.

(2) For deliveries of goods to other countries, INSPIRION is only liable for the purchased goods manufactured in its own factories for a **breach of patents**, which are licensed in Germany. In such a case INSPIRION is only obliged to support the Customer in an out of court and in judicial proceedings against the patent holder, and to compensate the Customer for the expenses for proceedings and to indemnify him against the final claims for compensation for damages of the patent holders. In view of the purchased goods, respectively parts of them, which INSPIRION has manufactured but not in his own factories, the liability is limited to the assignment of the claims which INSPIRION owes against his suppliers.

### § 17 Orders for Printing and Stamping

(1) The customer shall examine galleys and imprints for recording or similar mistakes and shall return them to INSPIRION cleared and ready for press. INSPIRION is not liable for mistakes removed by the Customer. Telephonically transmitted texts or alterations demand written approval of the Customer.

(2) The liability is excluded for documents handed over by the Customer for the performance of the order, like in particular films, clichés, data carriers etc. (further called as "patterns"). The patterns have to be provided back to the Customer after the termination of the order. If the Customer wishes to archive the patterns for add-on sales by INSPIRION, the duty for safe storage is for maximum two years. After the expiry of the term INSPIRION is authorised to demolish the archived documents without particular notification of the Customer.

(3) Through the placing of the order the Customer shall not acquire ownership on the creation of the copies and stamps, and similar needed tools. The erasing or demolishing of these tools by INSPIRION follows after the completion of the order.

(4) In case of orders for stamps or copies INSPIRION reserves added or minor delivery of up to 10%.

### §18 Final clauses

(1) This Contract is governed by the **law of the Republic of Poland**. The application of uniform UN-rights of purchase (CISG) is excluded.

(2) **The place of performance** for all obligations of this contract is the factory as pointed out by INSPIRION in the confirmation of the order (industrial premises). When the dispatch according to the agreement between the parties have to be performed from the factory of a third party, this factory shall be the place of performance.

(3) Exclusive **court of jurisdiction** for all litigation consequent from this contract relation is Trzebnica, Poland. INSPIRION is entitled also on its part to complain in the registered office of the Customer.

(4) Alterations of the contract, supplements and representations demand written form for their effectiveness. The same is also valid and in particular for annulment or alteration of these written clauses. As far as the adherence of the written form is required, the transmission by Telefax is sufficient also. An electronic data transmission (e-mail) is only sufficient as far as these are provided with a qualified electronic signature according to the Polish Law for signature.

(5) If one ore more provisions of the present terms for sale and delivery has to be or to become ineffective or if the contract has to include blank provision, **the validity of the remaining provisions shall be unaffected**. The ineffective or incomplete provision will be replaced through a similar rule, which meets closest the term and the purpose of the desired provision efficiently.