

General Terms and Conditions of Sale and Delivery of HUECK Rheinische GmbH

1. Scope of Application

1.1 These General Terms of Sale and Delivery ("Terms") apply to all contracts for deliveries and services concluded by HUECK Rheinische GmbH (hereinafter referred to as "HUECK") with customers (hereinafter referred to as "Customer(s)") who are businesspersons as defined in § 14 Civil Code (BGB), legal persons under public law or public-law special funds.

1.2 The present Terms apply exclusively. Deviating, contradicting or supplementing terms of the Customer or third parties become a part of the contract only if and to the extent that HUECK explicitly consented to such terms' applicability. This requirement for consent applies in any event, including, for example, in case HUECK refers to the Customer's business terms, or performs a delivery without reservation while being aware of the existence of such business terms..

1.3 Declarations and notifications of legal relevance to be given by the Customer to HUECK (e.g. setting a deadline, notification of defects, notice of withdrawal from the contract or notice of reduction of the purchase price) require written form in order to be legally valid.

1.4 The English version of these Terms is for information purposes only. In case of any inconsistencies between the German and English version of these Terms the German version shall prevail.

2. Conclusion of the Contract

2.1 The offers made by HUECK are not binding and without obligation. A contract comes into being only by the written confirmation of order by HUECK or by the immediate performance of the order.

2.2 All agreements made between HUECK and the Customer for the purpose of performing a contract, which go beyond the scope of regulation of these Terms or deviate from these Terms, must be documented in writing in this contract or in an amendment contract. Any cancellation or modification of these Terms applies only to the relevant contract concluded.

3. Services by HUECK

3.1 The scope of performance of HUECK is determined by the individual contract solely.

3.2 The data provided by HUECK about its products, in particular the illustrations, descriptions or drawings of the products or services, including among others the layout of surface designs or patterns contained in printed materials, made in the offer or in the order confirmation, are for the purpose of describing the goods or services only and are merely approximate, unless otherwise expressly described as binding by HUECK. Unless limits for admissible deviations have been expressly defined in the order confirmation and described as such, the normal deviations in the trade (production tolerances) are admissible.

3.3 HUECK describes the properties of the goods exclusively in its legally binding offers, order confirmations and the associated documents without giving any guarantee for these properties. Indications contained in non-binding offers are not binding. Guarantees must be given in writing and expressly described as such.

3.4 HUECK reserves all title and rights, particularly property rights and copyright as well as other kinds of intellectual property rights with regard to drafts, offers, projects and the related drawings, sketches, schemes und descriptions, patterns, samples, designs, prototypes including similar deliverables and documentation, as well as to machines, parts and components, applications and methods/processes and/or the related information, records and documentation plus any and all other performance or service by HUECK (hereinafter referred to as "HUECK Services"), without any limitation whatsoever. HUECK has the exclusive right to file intellectual property rights applications, in particular for patents, utility models, designs and/or trademarks. The Customer will not claim any rights, in particular no right of prior use, in view of the HUECK Services. Any related documentation may be used by Customer for the performance subject to the contract only, even if such documentation does not originate from HUECK. Such documentation must be returned to HUECK immediately after completion of the contract or upon request.

4. Prices

4.1 Supplies and services by HUECK are provided on the basis of the relevant valid price list at the time of confirmation of the order. If increases in the costs of materials, energy or wages occur between the date of confirmation of order and the date of delivery, also in the case of release orders, and if these lead to a change in purchase prices or cost prices of HUECK, HUECK is entitled to adjust the price accordingly. HUECK notifies the Customer of the adjusted price without delay. The Customer has the right to withdraw from the contract with respect to the part of the contract that has not yet been performed within 8 days of receiving this notification, unless HUECK confirms the originally agreed price within 8 days of receiving the declaration of withdrawal. Effective: September 2015

4.2 All prices always apply ex works plus the relevant applicable statutory rate of value-added tax and exclude packaging and insurance.

5. Payments

5.1 Unless otherwise agreed, all invoices are payable in euros without deduction immediately after receipt of the invoice and delivery. Payments shall only be deemed to have been made with the effect of fulfilment if the amount has been credited to an account specified by HUECK and HUECK can freely and finally dispose of the amount.

5.2 In the event of delivery to a territory of the European Community, the Customer must communicate its VAT ID no. and provide HUECK with all documents required to verify the tax-exempt status of any intra-Community delivery (documents, confirmations of receipt, etc.). In the event that HUECK is required to make a back-payment of VAT due to incorrect or incomplete details, HUECK is entitled to further debit this amount to the Customer. If the inaccuracy or incompleteness of the information is due to a fault on the part of the Customer, the Customer is obliged to compensate HUECK for any damages resulting from the same.

5.3 Bills of exchange and cheques are accepted only with the express consent of HUECK and always only on account of payment. The payment is deemed to have been received on the date on which HUECK has the equivalent value at its disposal. The Customer pays discount and bill charges.

5.4 If the term for payment granted pursuant to Article 5.1 is exceeded, interest at a rate of 9% above the base interest rate pursuant to § 247 BGB will be charged. The assertion of any additional damage caused by default shall remain unaffected.

5.5 The Customer may only set off its own claims against those of HUECK if its own claims are undisputed or have final and legally binding effect. Rights of set-off or withholding are available to the Customer only for claims arising from the same contractual relationship that are undisputed or have final and legally binding effect.

5.6 HUECK reserves the right to require advance payment or the furnishing of securities equal to the invoice value of the delivery if, after conclusion of the contract, there is justified and considerable doubt as to the ability to pay and credit-worthiness of the Customer or circumstances that endanger the receivable become known. If no advance payment is made or no securities are furnished within 2 weeks of the demand, HUECK is entitled to withdraw from the contract without having to set any new deadline. This does not affect any further claims.

6. Delivery

6.1 Unless otherwise agreed in writing, delivery is made “ex works”. The Customer pays the costs of shipment. HUECK selects the transport route and means of transport. If HUECK pays the costs of shipment, this does not change the time of passing of the risk. The goods are insured only at the express request and at the expense of the Customer.

6.2 If international terms of trade are used, the Incoterms in the version applicable at the time of the conclusion of the contract apply.

6.3 HUECK is entitled to make part deliveries, if this is reasonable for the Customer.

6.4 After notification of readiness for delivery, the goods must be released for shipment or collected without delay, within 14 days at the latest. If shipment of the goods is delayed for reasons for which the Customer is responsible, the risk passes to the Customer upon notification that the goods are ready for shipment. The Customer bears all costs after the passing of the risk.

6.5 If the Customer does not accept delivery, HUECK may set a subsequent period for acceptance of 8 days and withdraw from the contract after the period has passed without issue and claim damages in lieu of performance.

6.6 Delivery periods and delivery dates must be agreed in writing. Delivery periods begin one week after receipt of the order or, in the event of an express confirmation of order, upon its receipt by the Customer. A delivery period has been complied with if the goods have left the works before it has ended or the Customer has been notified of readiness for shipment.

6.7 Prerequisite for adherence to the delivery period is the performance of all contractual obligations of the Customer, in particular, the timely provision of all base materials to be procured by the Customer and provided to HUECK for processing as well as documents,

permits, releases etc. Moreover, periods and dates for delivery are extended by the period in which the Customer is in default with an agreed down-payment or the furnishing of a letter of credit.

6.8 Delivery is conditional upon correct and timely supply by own suppliers. Moreover, the period for delivery is extended by a reasonable length of time in cases of force majeure and other events beyond the control of HUECK and which make delivery considerably more difficult or impossible like, for example, operating faults, transport delays, strikes, lawful lockouts and measures by the authorities.

6.9 If, in the event of an obstacle to performance for the reasons given in paras. 6.7 and 6.8, no end to the impairment is foreseeable, HUECK is entitled to withdraw from the contract. Effective: September 2015

7. Reservation of Title and Rights

7.1. HUECK retains title in the goods delivered (reserved-title goods) until the payment of all accounts receivable arising from the business relations with the Customer. In the event that the Customer has a current account, the reserved title acts as security for HUECK's claim to the balance of account.

7.2 The Customer is entitled to re-sell the reserved-title goods only in the normal course of business. The Customer already now assigns to HUECK its receivables and rights arising from the resale of the reserved-title goods. HUECK hereby accepts the assignment. Until any revocation on the part of HUECK, the Customer is authorised to collect the receivables assigned in its own name. This does not affect HUECK's right to collect the assigned receivables itself. HUECK may revoke the authority to collect the receivable if circumstances become known that are capable of considerably diminishing the credit-worthiness of the Customer or the Customer is in default with payment. At the request of HUECK, the Customer is obliged to notify the third party of the assignment for the purpose of payment to HUECK and to provide the information and to surrender the documents that HUECK requires to assert its rights against the third party.

7.3 Any processing or treatment of the reserved-title goods always takes place for HUECK as owner of the item. In the event of their being processed, combined or mixed with third-party items by the Customer, HUECK acquires title to the fraction that represents the value of the reserved-title goods in proportion to the value of the other goods used by the Customer at the time of processing, combining or mixing. If the reserved-title goods are combined or mixed with a main item belonging to the Customer or third parties, the Customer also already now assigns its rights to the new item to HUECK. If the reserved-title goods are combined or mixed with a main item of third parties, the Customer also already now assigns its rights to remuneration against the third parties to HUECK. The Customer assigns to HUECK receivables that accrue to it from a third party as a result of the linking of the reserved-title goods with real estate. HUECK hereby accepts the aforementioned assignments.

7.4 The Customer has no rights of disposal of the reserved-title goods of any kind other than the aforementioned disposals, in particular, no rights to pledge or assign the goods as security.

7.5 The Customer must notify HUECK in writing without delay if the reserved-title goods are attached by third parties or otherwise claimed and notify the third party of the reservation of title.

7.6 The Customer is obliged to treat the reserved-title goods with care; in particular, the Customer is obliged to insure the same adequately for the new value at its own expense against theft, destruction or damage.

7.7 If the realisable value of the aggregate securities held by HUECK exceeds the value of the receivables secured by more than 10%, HUECK is obliged to release securities to this extent at its discretion if the Customer so requests.

7.8 If HUECK – for any reason whatsoever – is entitled to withdraw from the contract and if HUECK exercises this right, HUECK may recover the reserved-title goods, sell the same and set off any proceeds of sale against any claims held against the Customer.

7.9 If the aforementioned agreed reservation of title should not be legally valid under the law of the state in which the reserved-title goods are located or processed, it is hereby agreed that it is substituted by the most approximate legally possible form of security under the law of the relevant state.

7.10 Should, contrary to Article 3.4 above and in accordance with an individual agreement, HUECK be obliged to assign intellectual property rights to the Customer, any such assignment shall, pursuant to § 158 para. 1 BGB, not become effective until the Customer has paid the agreed compensation in full. HUECK shall be free to allow the use of such rights at an earlier point of time in its sole discretion, whereas such a possible provisional allowance does not lead to a transfer of rights.

8. Material Defects

8.1 Unless otherwise determined below, the statutory provisions govern the rights of the Customer in the event of material defects or legal defects in the goods (including wrong or short delivery, improper assembly, defective assembly instructions or operating instructions). In all cases, the statutory special provisions shall remain unaffected upon final delivery of the unprocessed goods to a consumer, even if the consumer has further processed them (supplier recourse pursuant to §§ 478 BGB). Claims arising from supplier recourse are excluded if the defective goods have been further processed by the Customer or another entrepreneur, e.g. by installation in another product. With regard to defects of title due to infringement of intellectual property rights (e.g. patents, utility models, brands and other trademark rights as well as designs) or copyrights, the provisions in Article 9 shall apply with priority.

8.2 The basis of HUECK's liability for defects is above all the agreement on the properties of the goods. All product descriptions which are the subject of the individual contract or have been made public by HUECK (in particular in catalogues or on the HUECK website) shall be deemed to be an agreement on the properties of the goods.

8.3 Insofar as the parties did not agree on the properties, the existence of a defect is determined by the statutory provisions (§ 434 para. 1 sentences 2 and 3 BGB). However, HUECK assumes no liability for public statements made by the manufacturer or other third parties (e.g. advertising messages). The Customer cannot derive any further rights

from material defects that do not affect the value or suitability of the goods for the purpose recognizable for HUECK or which do so merely to a negligible extent.

8.4 The Customer's claims based on defects presuppose that he has complied with his statutory obligations to inspect the goods and to give notice of defects (§§ 377, 381 German Commercial Code (HGB)). If a defect appears during delivery, inspection or at any later point in time, HUECK must be notified immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects not recognizable during the inspection within the same period of time after discovery. If the purchaser fails to properly inspect the goods and/or notify HUECK of any defects, HUECK's liability for the defect not reported, not reported properly or in a timely manner shall be excluded in accordance with the statutory provisions.

8.5 If the delivered good is defective, HUECK can first of all choose whether HUECK will render supplementary performance by rectifying the defect (rectification) or by delivering a replacement good free of defects (replacement delivery). HUECK's right to refuse subsequent performance under statutory conditions remains unaffected.

8.6 HUECK is entitled to make the subsequent performance owed conditional upon the Customer paying the due selling price. However, the Customer is entitled to withhold a part of the selling price that is reasonable in relation to the defect.

8.7 The Customer must give HUECK the opportunity and time necessary for the subsequent performance, in particular to hand over the rejected good for the purpose of examination. In case of replacement delivery the Customer must return the defective good according to the statutory provisions. Subsequent performance does not include the removal of the defective good or the new installation, if HUECK was initially not obliged to install the good.

8.8 The expenses necessary for the purpose of the inspection and subsequent performance, in particular transport, travel, labour and material costs, shall be borne or reimbursed by HUECK in accordance with the statutory regulations if a defect actually exists. Otherwise, HUECK can demand compensation from the Customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the Customer could not recognize the lack of defectiveness. Claims of the Customer for bearing or reimbursement of dismantling and installation costs by HUECK for the purpose of subsequent performance are excluded.

8.9 In urgent cases, e.g. threat to the operational safety or for the avoidance of disproportional damages, the Customer has the right, to eliminate the defect himself and demand compensation of the objectively necessary costs incurred therefrom from HUECK. If the Customer eliminates the defect itself it shall inform HUECK without delay and if possible in advance. The Customer does not have the right to eliminate the defect itself if HUECK would be entitled to refuse a corresponding subsequent performance according to statutory provisions. This shall also apply in case of defects of title.

8.10 If subsequent performance is unsuccessful, does not take place within a reasonable deadline set by the Customer or if setting a deadline is dispensable according to statutory provisions the Customer may, at its own discretion, withdraw from the contract or require a reduction in the purchase price. The Customer has no right to withdraw from the contract in case of an insignificant defect.

8.11 Claims for damages of the Customer or reimbursement of frustrated expenses are subject to the limitations in Article 10 below. Further claims of the Customer are excluded

8.12 In the event and to the extent that defects are caused by the Customer's failure to comply with the operating and maintenance instructions of HUECK, the use of replacement parts or materials that do not conform to the original specifications or interference by unqualified personnel HUECK has no liability insofar as a defect is caused thereby. If a defect is present and if one of the aforementioned situations occurred, the Customer must prove that the defect was not caused by one of the above situations.

9. Intellectual Property Rights and Copyright

9.1 Unless otherwise agreed and subject to the provisions of Article 9.4 and Article 11 below, HUECK is obliged to perform a delivery free of third party intellectual property rights (in particular patents, designs, trademarks and similar rights) and copyrights (hereinafter referred to as "IP Rights") in the country where the delivery is effected to solely.

9.2 Should a third party assert justified claims against Customer for the infringement of IP Rights by means of the delivery performed by HUECK and used by the Customer in accordance with the respective agreement, HUECK shall, at its sole option and at its costs, (a) amend or replace the affected product as to not infringe the respective third party rights any more, while still functioning as a pressing tool, (b) deliver an alternative or similar product or a product equivalent as to its functions, or (c) make available the necessary use rights by way of concluding the relevant license contract. Should HUECK not succeed to provide for any one out of these remedies within a reasonable period of time, Customer shall have the right to withdraw from the contract, claim a price reduction corresponding to the loss of value caused by the defect, or – within the scope of Article 10 below – claim compensation instead of performance.

9.3 Any of the aforesaid obligations for HUECK shall persist only if and to the extent that the Customer immediately notifies HUECK of a third party claim in writing, does not acknowledge an infringement, and enables HUECK to decide on the defensive measures and settlement negotiations in its own discretion. Should Customer cease the use of the delivery in view of mitigation or for any other good reason, Customer is obliged to inform the respective third party in writing about the fact that such a suspension of use does not represent an acknowledgement of any IP Rights infringement. Should Customer violate its obligations emanating from this Article 9.2 negligently or deliberately, Customer shall be liable to HUECK for the damage arising in that regard.

9.4 With regard to an alleged infringement of a third party patent or utility model right, Article 9.2 shall apply only insofar as an infringement of a patent/utility model product claim by means of the product as such, as delivered by HUECK, and in its respective particular composition, design or layout, is asserted. In contrast, HUECK does neither warrant that the methods applied by the Customer by using the products supplied by HUECK for the production of deliverables, and/or any deliverables produced by Customer when using/applying the products supplied by HUECK do not infringe third party IP rights, in particular patent or utility model rights, nor does HUECK assume any liability in that regard. Rather, Customer shall, at its own initiative, peruse and make sure that the intended use of the products supplied by HUECK and/or the deliverables emanating from such use do not infringe third party IP Rights, particularly patent or utility

model rights. Should Customer violate these obligations negligently or deliberately and a third party assert claims for the infringement of its IP Rights either by means of the delivery of HUECK-products to Customer, or by these products' use by the Customer, or by the deliverables emanating therefrom, Customer shall indemnify and hold HUECK harmless in view of any and all claims of such third party, in particular reimburse HUECK for any damage that HUECK incurred due to the respective third party claim.

9.5 Should any other defects of title occur, Articles 9.1 to 9.3 apply accordingly. Customer shall not have any other or further claims for defect of title to be asserted against HUECK or HUECK's vicarious agents.

10. Other Liability

10.1 Unless otherwise agreed in these terms and conditions, including the following provisions, the liability of HUECK for a breach of contractual and non-contractual duties is determined by the pertinent statutory provisions.

10.2 Within the scope of fault- based liability HUECK is liable for damages - for whatever legal reason - in cases of intent and gross negligence. In case of simple negligence HUECK is liable, subject to a milder liability standard according to legal provisions (e.g. for diligence in one's own affairs), only

a) for damages resulting from death or injury of body or health; personal injury; ,

b) for damages arising from the not immaterial breach of a fundamental contractual duty; in this event, however, the liability of HUECK to compensate for damages is limited to the foreseeable damages that would typically have occurred. Deemed to be a fundamental contractual duty for this purpose is an obligation without which proper performance of the contract would be impossible and on the performance of which the contractual partner regularly relies and is entitled to rely.

10.3 All other claims of the Customer based on contract or tort are excluded. For this reason, HUECK is not liable for damage that did not occur to the goods delivered themselves; HUECK is similarly not liable for lost profits or other economic loss of the Customer.

10.4 The limitations of liability arising from the above Articles 10.2 and 10.3 do not apply if HUECK has fraudulently concealed defects or given a guarantee for the condition and quality of the goods. The same applies to claims of the Customer under the German Product Liability Act (Produkthaftungsgesetz). In case of doubt, declarations made by HUECK with regard to the properties of the goods represent a guarantee only if HUECK has expressly designated them as such.

10.5 To the extent to which the liability of HUECK is excluded or limited, this also applies in respect of the personal liability of its employees, representatives and agents.

10.6 Due to a breach of duty which does not consist of a defect, the Customer can only withdraw or terminate the contract if HUECK is responsible for the breach of duty. A free right of termination of the Customer (especially according to §§ 651, 649 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

11. Statute of Limitations

11.1 Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If an acceptance has been agreed, the limitation period shall commence upon acceptance.

11.2 If, however, the goods are a building or an object which has been used for a building in accordance with its usual use and which has caused its defectiveness (building material), the period of limitation shall be 5 years from delivery in accordance with the statutory provision (§ 438 para. 1 no. 2 BGB). This shall also not affect any other special statutory provisions on limitation (in particular § 438 para. 1 no. 1, para. 3 and § 444 BGB).

(3) The aforementioned limitation periods of the sales law also apply to contractual and non-contractual claims for damages of the Customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Customer pursuant to Article 10.2 sentence 1 and sentence 2 a) as well as pursuant to the Product Liability Act shall, however, become statute-barred exclusively in accordance with the statutory limitation periods.

12. Manufacturing according to Customer's Instructions

12.1 In the event of manufacturing according to the Customer's drawing, samples or other instructions of the Customer, HUECK gives no warranty and accepts no liability for the operability of the product or for other defects, if these circumstances are due to the instructions of the Customer.

12.2 The Customer indemnifies HUECK against all claims of third parties, also arising from product liability, for damages resulting from goods manufactured according to instructions from the Customer, unless HUECK is responsible for the damage.

12.3 The Customer warrants to HUECK that the production and delivery of the product according to its instructions do not infringe any intellectual property rights of third parties. The Customer must compensate HUECK for any damages caused by the assertion of intellectual property rights and indemnify HUECK against all claims of third parties based on such an infringement of intellectual property rights, unless the infringement of intellectual property rights lies solely in the manufacturing process used by HUECK.

12.4 HUECK is entitled to withdraw from the contract if an item sent in by the Customer for processing cannot be processed or only with disproportionately great difficulties. If the difficulty in processing is only discovered in the course of the relevant examination, the Customer must compensate HUECK for the costs incurred for the examination.

13. Confidentiality

Any offers, draft, patterns, drawings, samples, models, laboratory press sheets, prototypes, documentation on machines, parts and components, applications and methods/processes and/or similar documentation, including respective verbal

information, made available to Customer by HUECK, as well as information made or becoming available to Customer in any other manner shall be held by Customer strictly confidential. Customer must not use or make available such information to third parties either directly or indirectly, in whole or in parts, unless the proper and usual use of the products to be delivered by HUECK requires to do so. In any event, such confidential information must not be made available to third parties without HUECK's explicit approval. Customer shall take all necessary precautionary measures to keep HUECK's confidential information confidential in any event. This includes but is not limited to ensuring that in case confidential information is made available to employees, executive staff or any other person, these people are provided with confidential information subject to corresponding confidentiality obligations only. These confidentiality obligations shall continue in force even after termination of the agreement and shall cease in effect only if and once the knowledge contained in the confidential information in question becomes generally available.

14. Place of Performance/Place of Jurisdiction/Governing Law

14.1 Place of performance for both delivery and payment is Viersen.

14.2 Place of jurisdiction for all legal disputes regarding the validity, formation and termination of the individual contracts between the Customer and HUECK, as well as for all rights and duties under these contracts, is Viersen, if Customer's permanent registered office is in an EU Member State, Iceland, Norway or Switzerland. HUECK may also bring a claim at the general place of jurisdiction of the Customer. If Customer's permanent registered office is in any other State, any and all legal disputes arising from and/or in connection with the business relationship with the Customer and/or the present Terms, including, in particular, its conclusion, validity, violation and/or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed by mutual agreement between HUECK and the Customer, in lack of an agreement appointed in accordance with the said Rules. The arbitration shall be held in Zurich, Switzerland. The language to be used in the arbitral proceedings shall be German. The award shall be final and binding and HUECK and Customer waive any possible right to appeal the same before any national, supra- or international state and/or other courts and/or authorities.

14.3 Notwithstanding the present arbitration agreement, HUECK reserves the right to seek injunctive relief, assert claims for interim relief and/or other claims suitable for securing HUECK's rights before any authorities of any kind - including state courts - in any jurisdiction and in any territory HUECK deems appropriate.

14.4 The governing law of the Federal Republic of Germany as it applies to legal relations between domestic parties applies to all legal relations between the Customer and HUECK to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

15. Concluding Provisions

15.1. HUECK's data protection declaration, which can be viewed by the Customer at www.hueck-rheinische.com/datenschutzerklaerung, provides information on the handling of personal data of the Customer or employees of the Customer as well as the rights of affected parties. 15.2 Should any provision of the contract concluded between the Customer and HUECK or in these terms and conditions of sale and delivery be invalid or

should there prove to be an omission, this shall not affect the validity of the remaining provisions. A reasonable provision shall take the place of the invalid provision or to fill the omission which, as far as legally possible, comes closest to what the contractual parties intended or, given the sense and purpose of the contract, would have intended if they had considered the matter.