

General Conditions of Purchase of ANNAX GmbH

(Version August 2015)

1. Applicability / Scope

1.1. Any delivery - and performance relationship between the Supplier and the ANNAX-Group (hereinafter "ANNAX") shall be exclusively governed by the terms and conditions below, unless otherwise agreed upon in writing between ANNAX and the Supplier.

General Terms and Conditions of the Supplier deviating from the General Conditions of Purchase of ANNAX or any complementing terms of the Supplier shall not be binding for ANNAX, even if ANNAX does not explicitly object to them or if the Supplier declares wishing to supply according to its General Terms and Conditions. Nor does the acceptance of goods and services by ANNAX or the payment thereof translate to an acceptance of the general business conditions of suppliers. Insofar the General Conditions of Purchase or the order of ANNAX do not regulate an issue, the applicable statutory provisions shall apply.

1.2. Orders of ANNAX shall only be binding if made in writing. An order of ANNAX is an offer to the Supplier, to deliver the therein specified goods and services ('contractual items') under the conditions specified in the order. Prior to acceptance of an order by the Supplier, the order may be retracted by ANNAX at any time. An order shall not be considered as acceptance of an offer by the Supplier, unless it is explicitly stated otherwise in the written order. A reference to regulations or conditions in the offer of the Supplier only applies so far as the order of ANNAX and the conditions contained therein do not contradict the content of the offer of the Supplier.

1.3. An order of ANNAX including these General Purchasing the Supplier in their entirety with no modifications, if the Supplier accepts the order according to 1.2 in writing or per electronic means, or begins with the delivery of the contractual items, which are subject of the order. Each accepted order or any contract concluded otherwise for the supply of contractual items shall be considered as 'contract' within the meaning of these terms and conditions. In the order confirmation and in any other documents related to the contract, the order details of ANNAX (purchase number, order

number, material number, article number, production plant etc.) shall be referenced.

1.4. If no other requirements are defined in the order, the supplies and services shall be delivered in merchantable quality and - if identical standards and / or regulations such as DIN, DVGW, VDE, VDI, or equivalent standards exist - shall be provided according to these standards, together with the test certificates. If different standards are applicable the higher-ranked standard shall prevail.

2. Scope of Services/Change in the Scope of Services/ Observance of Provisions

2.1. The scope of service to be provided by the Supplier is defined in the contractually agreed specifications, the order of ANNAX as well as the purchasing conditions. Design drawings, plans, etc. of tools, which are specially prepared for the production of the contractual items, shall be delivered to ANNAX together with the tools. The ownership of the aforementioned design drawings etc. of the tools and of the contractual items will be transferred to ANNAX with delivery.

2.2. All specifications, service descriptions and other information, as well as customer furnished equipment or material made available to the Supplier by ANNAX for the performance of the contract, shall be examined for their Terms and Conditions shall be considered to be accepted by suitability for the purpose of ANNAX and of the end customer. If modifications or adjustments to the documents or to the contractual items are necessary or expedient, the Supplier shall inform ANNAX without delay. ANNAX shall inform the Supplier in writing of approved or disapproved changes. If from the perspective of the Supplier such changes may result in a modification of the agreed costs of the contractual items or of the agreed dates, the Supplier shall inform ANNAX without delay. ANNAX and the Supplier shall mutually agree the consequences of the increase or decrease in costs and of agreed deadlines. If an agreement does not occur within 21 days, ANNAX shall be entitled to terminate the contract without notice. For already delivered contractual items, the Supplier shall be allowed to demand the agreed compensation for this.

2.3. ANNAX shall be entitled to request changes of the contractual items especially with regard to design and production. The Supplier shall promptly

implement the requested change in accordance with these General Conditions of purchase. If the requested changes may result in a modification of the agreed prices of the contractual items or in delay, the Supplier shall immediately inform ANNAX. Section 2.2. shall apply accordingly.

2.4. The Supplier shall ensure that all relevant data, facts and circumstances as well as ANNAX's intended use of the contractual items are timely known for its performance of the contract. The Supplier may only invoke the lack of documents as cause for a delay, after having timely requested in writing the submission of these documents and at least with one warning notice but without success.. The Supplier shall ensure that the contractual items and services are suitable for correct, safe and economic use and meet the current state of science and technology. The Supplier shall ensure that the services and contractual items to be provided comply with all applicable law, relevant provisions and industry standards (such as e.g. DIN, DVGW, VDE, VDI etc.), especially the relevant regulations regarding environmental protection - , hazardous substance - , hazardous material - and accident prevention. Moreover, the Supplier shall also ensure the supply chain security in accordance with the relevant customs regulations, the compliance with the generally recognized safety rules and with any standards specified by ANNAX.

3. Subcontracting

3.1. The Supplier shall not be authorized to assign the contract in part or in whole to third parties or to have it performed by third parties without prior written consent by ANNAX. Third parties in the sense of these General Terms and Conditions of Purchase shall be also enterprises affiliated to the Supplier. Unauthorized assignment to or performance by third parties shall entitle ANNAX to terminate the contract in part or in whole and to claim damages.

3.2 If ANNAX agrees to subcontracting of third parties by the Supplier as per section 3.1, the Supplier shall oblige the third party to the same extent as the Supplier is obliged towards ANNAX. Moreover, the Supplier be liable for the fault of third parties in the same way as for its own.

4. Prices, invoices and payments

4.1. The agreed prices are fixed prices and exclude additional claims or price increases of any kind.

4.2. Payments will be effected net within 30 days upon receipt of the invoice either with means of payment at the discretion of ANNAX or by offset with counterclaims, ANNAX shall have the right to payment by bill of exchange or check.

An invoice date prior to receipt of the contractual items will not be accepted. If the delivery / performance date is after the invoice date, the delivery and performance date shall be considered as beginning of the 30 day payment period instead of the invoice date. In case of premature deliveries and services, the contractually agreed delivery and performance dates shall be conclusive for the payment period. The period usually begins with the receipt of the contractual item or, if agreed upon separately, with the acceptance of the contractual item and upon receipt of a correct and verifiable invoice. Invoices shall contain bank details, delivery location, order number, material number, unit price, and quantity. The invoice shall also contain all information for input tax deduction, especially the tax code number or sales tax identification number (or UID), invoice number and other required information of the Supplier in accordance with the relevant statutory provisions and the applicable law. In case the aforementioned information is not contained in the invoice, ANNAX shall have not be obliged to pay the turn over tax (respectively Value Added Tax (VAT)). If ANNAX is denied an input tax deduction due to an improper invoice by the Supplier, the Supplier shall refund the turn over tax (respectively VAT) formerly paid by ANNAX.

4.3. ANNAX shall have the right but not the obligation to settle pecuniary claims denominated in a currency other than EURO (€) with payments or offsets in EURO (€). The Supplier shall bear the costs resulting from the conversion of currency whether they occur to ANNAX or the Supplier. The conversion rate will be determined according to § 244 paragraph 2 BGB. ANNAX shall be entitled to rights of offsetting and retention within the scope permitted by law.

4.4. The Supplier shall not be authorized to transfer its claims against ANNAX to third parties or to have them collected by third parties. The Supplier shall only be authorized to offset claims against ANNAX or to assert a right of retention if the claims are undisputed or

its counterclaims have been determined with final legal effect.

5. Delivery / Delay

5.1. The agreed delivery dates and deadlines and quantities are binding and shall be strictly observed. ANNAX shall be entitled, but not obliged, to accept partial deliveries or advance deliveries. The acceptance of partial services shall not be considered – and shall not imply – a waiver of a complete and timely performance of the contract.

5.2. The timeliness of the delivery shall be determined by the receipt of the contractual items at the receiving location specified by ANNAX. By exceeding the agreed delivery date and times, the Supplier shall be automatically in default, without the necessity of a reminder. Default occurs no matter whether the Supplier itself was supplied on time or not.

5.3. If the Supplier becomes aware of not being able to meet the agreed delivery date the Supplier shall immediately inform ANNAX stating and demonstrating the reasons for and indicate the estimated duration of the delay. This shall also apply to delays for which the Supplier is not responsible as e.g. delays due to force majeure or involuntary labour disputes. The obligation to comply with the agreed deadlines and dates shall remain unaffected. The acceptance of a delayed delivery of services or contractual items by ANNAX shall not imply a waiver of compensation claims by ANNAX.

5.4. If the Supplier does not inform according to Para. 5.3., the Supplier cannot invoke not being responsible for the delay. The Supplier shall be liable for any damages of ANNAX caused by late information according to section 5.3.

5.5. If the agreed delivery dates are not met due to causes which fall within the responsibility of the Supplier, ANNAX shall be entitled to charge the Supplier a penalty amounting to 0.5% of the total contract value for each week of delay, but as maximum however, 5% of the total contract value.

The reservation of penalty may be asserted by ANNAX until final payment of the contract. . All other claims by ANNAX, in particular claims for damages, shall remain unaffected. . If the Supplier demonstrates, that no damage or significantly less damage as the charged

penalty has arisen as the result of delay, the charged penalty will be reduced or dropped accordingly.

5.6. If the delivery dates are not met without fault of the Supplier, e.g. such as force majeure or labor disputes, ANNAX shall be entitled to demand either a later delivery without granting a claim compensation to the Supplier, or – if such event takes too long time – to terminate the contract extraordinarily. In the latter case ANNAX's remuneration obligation shall be limited to the contractual items which were already delivered.

6. Delivery / ownership and Hazards transition

6.1. Place of performance or place of delivery regarding all contractual obligations shall be Brunenthal, Germany, unless otherwise agreed upon (for example, shipment to another receiving location). Delivery shall be free of charge.

6.2. The contractual items shall be packed and sent according to industry standards and customary commercial practice at the expense of the Supplier. ANNAX shall be entitled but not obliged to specify the appropriate packaging.

6.3. One copy of standardized or other delivery notes, which state individual quantity, total quantity, gross weight and net weight, shall be included with every delivery. Invoices shall not be considered as delivery notes. Order confirmations, delivery notes, freight documents, invoices and any other documents shall include the order number, Supplier code, as well as a position, material or article number. Subsequent costs incurred to ANNAX which are caused by non-compliance with the aforesaid requirements shall be borne by the Supplier.

6.4. Property and risk of the contractual items shall pass to ANNAX with arrival at the specified receiving location. The transfer of property shall not constitute an acceptance or any other kind of approval of the contractual items by ANNAX.

6.5. The costs of transport and delivery shall be borne by the Supplier. Supplier shall not be authorized to charge ANNAX for costs for transport or breakage insurance costs. These risks will be insured by ANNAX, unless otherwise agreed upon.

7. Proof of Origin and Export Regulations

7.1. The Supplier shall be responsible for and shall comply with all requirements resulting from regulatory permits and legal reporting requirements for the introduction and the use of the contractual items. The Supplier shall obtain all necessary export and import licenses as well as any other government permits at its own risk and shall deal with all customs formalities. The Supplier shall timely and without special request inform ANNAX of any necessary support.

7.2. The Supplier shall promptly provide ANNAX with the requested proof of origin duly signed and together with all necessary information.

8. Obligation of inspection and notification

8.1. The Supplier shall accept that random examination of a representative part of the delivery will be sufficient ANNAX's obligation of inspection of the contractual items. The inspection shall be performed in due course of business. The inspection shall cover the quantity and the external appearance of the contractual items. ANNAX shall not be obliged to test the functions or to verify any not apparent quality characteristics or dimensions of the contractual items. As long as the documentation to delivered by the Supplier together with the contractual items is not complete, ANNAX may reject the contractual delivery. Detected defects shall be notified to the Supplier within an appropriate period. The same shall apply to any defects which will be discovered later.

8.2. The inspection and notification duties of ANNAX shall be limited to the content of section 8.1. Moreover, the Supplier shall waive the claim of late notification of defects according to § 377 HGB.

9. Liability for Defects

9.1. The Supplier shall warrant that all delivered contractual items:

- a) comply with the specifications / samples / drawings, the latest developments of science and technology, regarding operation, configuration, functionality and design, as well as with all applicable statutory regulations and applicable standards and other requirements which apply;
- b) be free from defects;

- c) correspond in quality to market and industry standards
- d) third party rights are not infringed by delivery, operation or other use of the contractual items
- e) are suitable for the intended use and purposes

9.2. If contractual items do not meet the aforementioned warranties ('defective contractual items'), ANNAX shall be entitled to choose between either demanding repair of the contractual items within a suitable timeframe at the expense and risk of the Supplier or demanding the replacement of defective items by fault-free items at the expense and risk of the Supplier.

In addition to the statutory claims and rights, ANNAX shall be entitled to repair or replace the defective items itself, or order a third party to repair or replace the defective items, in the event that the Supplier does not meet its obligations or special circumstances require the immediate repair or replacement of the defective items. Furthermore, ANNAX shall be entitled to demand advance payment from the Supplier to cover the necessary costs for the removal of the defect.

9.3. The Supplier shall bear all costs connected to the repair or replacement of defective contractual items (including costs for transport, handling, assembly and disassembly, as well as material and labor costs).

9.4. The warranty period shall be three (3) years beginning with the transfer of risk. For buildings, construction and real property the statutory warranty periods shall apply. Claims of ANNAX, which arise during the warranty period, shall lapse at the earliest six months after the claim arose, but not before the end of the agreed warranty period.

9.5. The rights of ANNAX according to section 9. shall be in addition to any other statutory or contractual rights and claims. Place of performance of any warranty obligation shall be, unless otherwise agreed upon, the receiving location.

10. Quality Management / Environment Protection

10.1. The Supplier shall constantly monitor the quality of its deliveries and services. For this purpose, the Supplier shall maintain a quality assurance system and demonstrate this to ANNAX on request. Upon request of ANNAX, the Supplier shall adapt its quality

assurance system as specified by ANNAX. Moreover, on request of ANNAX, the Supplier shall conclude a quality assurance agreement with ANNAX.

10.2. The Supplier shall establish and maintain records, particularly regarding its quality control process, which shall be submitted to ANNAX on demand. Quality records shall be kept visible and easy to find at all times. On request, they shall be made available to ANNAX at short notice.. The records shall be stored for at least 10 years. The Supplier shall participate in audits to assess the effectiveness of his quality assurance system, either being conducted by ANNAX or a third party employed by ANNAX, which may include the participation of customers of ANNAX.

10.3. Representatives of ANNAX, as well as customers of ANNAX, and representatives of public authorities or their delegates, shall have access at any time during normal business hours to all premises where work is carried out for ANNAX or the clients of ANNAX, regardless whether the premises belong to the Supplier or any subcontractor or sub supplier. The aforementioned persons shall have the right to inspect all contract-related technical documentation. These access rights shall in particular be granted to all persons charged by ANNAX to monitor the work progress of the Supplier, which includes respective audits and also the qualification of the Supplier.10.4. The Supplier shall not use or deliver legally prohibited substances and materials. The Supplier shall comply with all applicable laws and standards regarding the preservation of the environment and with any regulation with regard to work safety and fire protection.

10.5. The Supplier shall inform ANNAX without delay about defective contractual items, awaiting for delivery or already accidentally delivered. Defective contractual items shall be immediately blocked by the Supplier upon approval of ANNAX respectively the customer of ANNAX.

11. Obsolescence

11.1. The Supplier shall promptly inform and support ANNAX in the detection of early obsolescence.

11.2. In case of discontinuation or modification of components or products, the Supplier shall immediately inform ANNAX thereof submitting a copy of the letter of the respective manufacturer. Both Product Termination Notification ("PTN") and the Product Change Notification ("PCN") concerning contractual items ordered by ANNAX over the last 24 months, shall be sent to ANNAX, regardless of the date of the last delivery. The following minimum periods shall apply to the corresponding documents:

- PTN: 12 months in advance
- PCN: 6 months in advance.

These periods shall be respected unless otherwise previously agreed upon in writing between ANNAX and the Supplier.

11.3. The delivery of modified contractual items shall require the explicit written prior approval of ANNAX in every case. This may happen, for example, in the course of a renewed first sample inspection. The Supplier shall bear any costs of ANNAX which may result from this modification, e.g. training costs, modification costs, testing costs, development costs, costs for renewed inspections etc. The above shall also apply to a change of procurement sources of primary materials and / or components, as well as a change of the manufacturing location or significant changes in the manufacturing process by the Suppliers.

12. Items provided by ANNAX

12.1. The Supplier shall not acquire ownership of any items being in its possession ANNAX issued-items") provided by ANNAX, in particular documentation, models, materials, equipment, components, means of production, packaging, tools, measuring instruments, devices, or other provided or loaned items. ANNAX shall retain ownership of these items, unless otherwise explicitly agreed upon. ANNAX issued items shall be checked and examined immediately by the Supplier, and ANNAX shall be informed immediately about any deficiencies. The Supplier shall not be allowed to use ANNAX issued items for any other purpose than the production of contractual items, and shall not use these items for other purposes or allow third parties the use thereof (even if said third parties are associated with the Supplier) unless permitted by ANNAX in writing. Scrapping of these items shall also require the prior written consent by ANNAX.

12.2. ANNAX issued items shall be marked clearly as property of ANNAX, and be stored safe and separate, with the appropriate care of a prudent businessman, and free of charge. The Supplier is obligated to handle these items carefully and process them properly, as appropriate for industry standards. The Supplier shall keep these items in good condition at its own expense (maintenance, service, partial renewal etc.), replace the items if necessary, and keep ANNAX free from all claims and damages resulting from or related to the installation, usage, storage, maintenance / care or repair of these items. The Supplier shall bear all risk pertaining to these items as long as they are in its custody or under its control. The Supplier shall insure the items at its own expense against all risk, equal to the value of full replacement costs, and to provide verification of this insurance to ANNAX on demand. The Supplier hereby assigns to ANNAX its claims against the insurance in advance. ANNAX hereby accepts this assignment.

12.3. If any item provided by ANNAX are processed, transformed, or combined with other items into new movable item, ANNAX shall acquire the sole ownership of the new item. In the case of combination or inseparable mixing of the ANNAX issued item with another item, ANNAX shall acquire co-ownership. The co-ownership shares shall be determined by the value ratio of the items concerned at the time of combination or mixing § 947 para. 2 BGB shall not apply.

12.4. ANNAX or third parties charged by ANNAX shall have the right of access to the ANNAX issued items and shall be allowed to inspect the relevant records during normal business times.

12.5. ANNAX shall have the right to remove the ANNAX issued items or to demand their surrender at any time without specifying a reason. In case of such a demand by ANNAX, the Supplier shall hand over these items immediately, prepare them for shipping and deliver them to ANNAX against compensation of the respective shipping costs. The Supplier shall have no right of retention or right of lien with regard to these items, except if these rights are uncontested or have been established in law.

13. Confidentiality

13.1. The Supplier shall treat all design documents, samples, means of production, models, data mediums,

prototypes, images, drawings, calculations, knowledge and know-how, and other documents ('data') provided by ANNAX as confidential. The Supplier shall not transfer or make accessible any of the above to third parties (including sub-contractors and companies associated with the Supplier) without written consent of ANNAX, and not use for any other purposes as those explicitly defined by ANNAX. This shall also apply to any copies of the above.

This confidentiality shall not apply to documents which were already legitimately known to the Supplier and without a respective obligation to confidentiality at the time of reception or documents which became known to the Supplier later for legitimate reasons and without explicit obligation to confidentiality.

The confidentiality shall also not apply to documents which are considered to be or to become general knowledge without a breach of confidentiality, or to documents for which a respective permission has been granted. Otherwise the stipulations of a confidentiality agreement concluded between the parties shall apply or take precedence. The Supplier shall impose the same obligation on its sub-contractors and the companies associated with the Supplier.

13.2. Either upon request of ANNAX at any time or upon termination of the contract at the latest, all documents, information (including produced copies and records) shall be returned to ANNAX or be destroyed, promptly and completely. The Supplier shall have no right of lien or right of retention concerning the documents and information.

13.3. Contractual items which are produced on the basis of documents provided by ANNAX, documents ordered by ANNAX, or information, details, and data marked as confidential, shall only be used by the Supplier for the purpose described in the contract. In particular, they shall not be offered or delivered to third parties.

14. Termination

14.1. ANNAX shall have the right to terminate the contract at any time until complete delivery of the contractual items. If ANNAX terminates the contract, the Supplier shall be entitled to demand the remuneration agreed upon in the contract; however, saved expenses

due to the early termination of the contract shall be deducted.

14.2. The right to extraordinary termination for good cause at all times shall remain unaffected by the above. A good cause is deemed to be:

- a) The filing for bankruptcy of the assets of the Supplier;
- b) Breach of the obligations according to section 13

14.3. ANNAX shall also be entitled to terminate the contract without notice in case of non-performance or improper performance of the Supplier, if ANNAX has unsuccessfully set the Supplier a reasonable period of time for supplementary performance or if the Supplier is in delay for more than 4 weeks. This shall also apply when a non-significant contractual performance is delayed.

15. Supplier's Advertising

Any mention or use by the Supplier of the contract, the project, the company name or the trademark of ANNAX or the customer of ANNAX in advertising, references or other publications shall require the prior written consent by ANNAX.

16. Property Rights

16.1. The Supplier shall inform ANNAX about published and unpublished owned or licensed property rights and property rights applications related to the contract or to the provision of deliveries or services.

16.2. The Supplier shall warrant that the use and operation of the contractual items will not violate any property rights or copyrights of third parties. Once the Supplier recognizes that the use or operation of its goods and services results in a violation of property rights and copyrights of third parties, he shall inform ANNAX without delay. Furthermore, the Supplier shall bear the responsibility and the expenses, costs (including legal costs) and damages resulting from the third-party claims against ANNAX due to a violation of property rights or copy rights. In addition, the Supplier shall at its own risk and expenses either provide ANNAX with the necessary rights, licenses and permits for

ANNAX, at its to use the concerned contractual items, or modify the contractual items in such a way, that further violation of property rights or copyrights of third parties will be excluded, while ensuring the contractual items still comply with the contractual obligations, requirements and specifications agreed upon between ANNAX and the Supplier.

16.3. If ANNAX pays partly the development costs of the contractual items, ANNAX shall have cost free, non-exclusive right to use the contractual items for all purposes, unlimited in time and/or place, and including the right to sublicense all the inventions included in the contractual items including all relevant property rights and copyrights pertaining to the inventions. If development of software is part of the contractual items to be delivered, the Supplier shall provide ANNAX with the source code and comprehensive software documentation.

17. Product Liability

The Supplier shall precisely examine the contractual items for defects and to do its utmost to avoid product liability. Where any claims by a third party are asserted against ANNAX and the reason is entirely or partially a defect in a contractual item of the Supplier, the Supplier shall indemnify ANNAX for the claims of said third party. The liability of the Supplier shall include all costs and expenses, including legal costs and the costs of a necessary recall or a precautionary recall to prevent damage. However, in cases of strict liability, this shall only apply if any fault is attributable to the Supplier. If the cause for the defect of the contractual items is situated in the area of Supplier's responsibility, the Supplier shall provide evidence to prove that it is not at fault. The Supplier shall take out adequate insurance against the risk of product liability and shall provide evidence to ANNAX at any time on ANNAX's request.

18. Liability / Insurance

18.1. The Supplier shall take out adequate insurance in terms of reason and amount compliant with the industry standard against damages to persons, property and financial losses. On demand, the Supplier shall provide ANNAX with a copy of the insurance certificate.

18.2. If the Supplier executes work or provides services on the premises of ANNAX or on the premises of ANNAX customers, the Supplier shall take any necessary measures and precautions to avoid any damages to persons, and property during the course of its activities. The Supplier shall also adhere to all operation regulations of the respective location, as well as to all applicable accident prevention regulations. The Supplier shall reimburse and hold harmless ANNAX of all damages, costs and expenses which may occur by its activities on the aforementioned premises, insofar as the Supplier is at fault.

18.3. The Supplier shall be liable for faults of its representatives or subcontractors as it is for its own fault.

19. Compliance

19.1. ANNAX and the Supplier herewith declare to be committed to a corruption-free business community. Both shall refrain from corrupt practices and other criminal behaviors and take all necessary measures for prevention.

19.2. A breach of the obligations under 19.1. shall entitle each party to extraordinary termination of the contract.

20. Final Provisions

20.1. All legal relationships between ANNAX and the Supplier shall be governed by the law of the Federal Republic of Germany, with the exception of The United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods (CISG).

20.2. Place of jurisdiction for all disputes resulting from or in connection with the contract between ANNAX and the Supplier shall be Munich, Germany. However, ANNAX shall be entitled to initiate judicial proceedings against the Supplier at its place of jurisdiction.

20.3. Changes and additions to these General Conditions and Terms of Purchase, as well as side agreements shall require written form. This shall also apply to the writing requirement itself.

20.4 If any of the above provisions may prove to be invalid, the validity of the other provisions shall remain unaffected. The ineffective provision shall be replaced by a valid provision coming closest to the factual, legal

and commercial sense of the ineffective provision. This shall apply similarly in the event of a gap.