WAMAS End User License Conditions, Version May 2024

1 Validity of the Terms and Conditions of the License Agreement

1.1 Scope

These license agreement terms and conditions apply to the supply and transfer of licenses for WAMAS standard software to customers (hereinafter referred to as "Licensees"). For third-party software used by the standard software, special terms and conditions apply in part (see third-party licenses in item 4.4).

1.2 Exclusivity and Defence

The terms and conditions of the contract concluded between us and the licensee shall apply exclusively. Deviating, conflicting or supplementary and all other terms and conditions, even if known, shall not become part of the contract unless their applicability is expressly agreed in writing. In the event of any contradiction between these terms and conditions and other contracts concluded with us concerning the WAMAS standard software, these terms and conditions shall take precedence unless the contracts concluded in each case expressly exclude individual provisions of these terms and conditions or these terms and conditions expressly provide for a deviating provision.

2 Definitions

2.1 Licensee

The licensee is the contractual partner to whom the standard software is transferred under the terms and conditions set forth in this agreement as well as the legal successors of this contractual partner.

2.2 Licensor

The licensor is the respective company of the SSI Schaefer Group that supplies and transfers the standard software to the licensee, i.e. it is the licensee's contractual partner (hereinafter 'Licensor').

2.3 Standard Software

The subject matter of this agreement is:
- (i)   Licenses for the WAMAS products (hereinafter collectively "standard software"); and/or
- (ii)   Licenses for the WAMAS add-on modules; and/or
- (iii) Licenses for the automation components; and/or
- (iv)   User licenses

(hereinafter collectively "licenses") which the licensee acquires from us as evidenced by the respective purchase order or the respective contract.

This is to be distinguished from customization software, which is created by adapting and/or configuring the WAMAS standard software and is not covered by the scope of these license agreement terms.

3 Subject Matter of the Contract

The subject matter of the contract is the delivery of the standard software or licenses in accordance with the product description or documentation.
Statements, e.g. in the manual, in test programmes, in product and project descriptions, are not promises of quality. Promises of quality require our explicit written confirmation. In the absence of other agreements, the standard software is delivered in the version that is current at the time of delivery.

The Licensor will inform the licensee about the technical possibilities of use and conditions of the standard software (e.g. with regard to database, operating system, hardware and data carriers) on request.

A separate contract shall be concluded for any service within the scope of the installation, configuration and introduction of the standard software or licenses. A separate maintenance contract must be concluded for updates that go beyond our agreed warranty and/or upgrades of the standard software, as well as for helpdesk services (support). These services are not covered by this contract.

4 Scope of License Uses

4.1 Copyrights / Licenses

The standard software is protected by copyright. We grant the licensee the non-exclusive right, unlimited in time, to use the standard software for the purposes of the licensees' company. The right is limited to the use of the standard software in accordance with the agreed license options pursuant to item 4.2.

4.2 License Types

The licenses to be purchased are divided into (i) licenses for the productive operation of a WAMAS instance (WAMAS instance licenses (productive)), (ii) licenses for the non-productive operation of a WAMAS instance (WAMAS instance license (non-productive)), (iii) licenses for add-ons (WAMAS Add-on Modules), (iv) licenses for automation components (WAMAS automated device licenses) and (v) user licenses (WAMAS user licenses).

      (i)   WAMAS Instance Licenses (productive)

The WAMAS instance license (productive) is valid per purchased WAMAS product for the operation of one WAMAS instance to operate the productive warehouse location named in the offer. The location of the WAMAS instance may differ from the warehouse location. A warehouse location can consist of several storage areas, contiguous buildings and any number of storage bins. The customer requires at least one WAMAS instance license per warehouse location operated by WAMAS.

      (ii)   WAMAS Instance Licenses (non-productive)

The WAMAS instance license (non-productive) allows for one WAMAS instance for non-productive operation per WAMAS product purchased. The use of WAMAS within the framework of the WAMAS non-productive license is exclusively permitted for non-productive operation and may therefore not be used commercially.

      (iii)   WAMAS Add-on Modules

WAMAS add-on modules provide additional functionalities for one WAMAS instance per WAMAS product purchased and can only be combined with a WAMAS instance license. For selected instance types of dedicated WAMAS products, it is possible to license the operation of additional warehouse locations (a) within an existing WAMAS instance or (b) by means of an additional WAMAS instance via location extensions.

      (iv)   WAMAS Automated Device Licenses

WAMAS automated device licenses are licenses that are required per purchased WAMAS product for the operation and connection of automation components such as warehouse machines, handling devices and workstations within an automated flow of goods of a WAMAS instance. Each WAMAS automated device license is valid for one automation component.

      (v)   WAMAS User Licenses

WAMAS user licenses are required for the use of WAMAS products by end users per warehouse location (WAMAS user licenses for e.g. packing station, order picker, mobile terminal, info terminal, control center, ...). The customer requires at least one WAMAS user license per warehouse location.

Additional use of the standard software beyond the licensed scope requires the conclusion of a separate license agreement, which is subject to these license agreement terms and conditions. Unless otherwise agreed, the license agreement conditions in their current version at the time of conclusion shall apply to the conclusion of separate license agreements.

4.3 User Licensing

The use of WAMAS products by end users is granted on the basis of the number of user licenses purchased. The usage licensing models are based either on explicitly named users ("named user") or on the maximum number of connected or simultaneously operating client computers ("concurrent user"). In both licensing models, a distinction is made according to the user license type full-use or basic-use:

Named User License Model
In this model, the purchased user license is bound to a specific user and the use of the software is restricted to that user. When the user is deactivated or deleted from the system, the user license can be used by another user.

Concurrent User License Model
In this model, the purchased user license is shared amongst users, although only one user may be logged in per license. When a user logs out of the system, the user license can be used by another user.

Peak Period License
A user license that can be purchased once and used annually on a recurring basis to cover temporarily increased license requirements at peak times. It applies in addition to existing user licenses. The already selected licensing model is taken into account.

4.4 Third Party Licenses / Third Party Software

Excluded from the grant of rights under clause 4.1 are all third party software components that are integrated into the standard software and are subject to third party license terms ("third party licenses"), in particular open source licenses ("third party

components"). The Licensor will disclose all third party components to the licensee, including applicable third party licenses. The use of third party components shall be governed solely by the applicable third party licenses and the licensee shall obtain all rights necessary for such use in accordance with the terms of the third party licenses from the respective third party manufacturers. Nothing in this agreement is intended to impose any further restrictions on the licensee's use of the third party components licensed under third party licenses. We reserve the right to introduce different or additional third party licenses in the context of modifications to the standard software and in the case of updates to the standard software, to the extent that this is necessary due to additional third party components or modified third party licenses.

Insofar as third-party software is required for the use of the standard software, the procurement and licensing of the third-party software shall be the responsibility of the licensee, unless expressly agreed otherwise.

4.5 Restrictions of Use and Entitlement

The licensee may use or reproduce the standard software including the documentation only for the purposes set out in these Terms and Conditions and may not make it available to any unauthorized third party.

The WAMAS instance license (non-productive), to be used exclusively for training and testing purposes, can be provided by the licensor free of charge for the agreed duration. The use of WAMAS within the scope of these licenses is exclusively permitted for non-productive operation and may therefore not be used commercially. All intellectual property rights and other industrial property rights held by the licensor in connection with WAMAS shall remain the sole property of the licensor.

The licence relates exclusively to the licensee's own use of the standard software for its own data processing operations.

The licensee is not permitted to
- (a) use the standard software for data processing by third parties or for training third parties,
- (b) rent out the standard software or to transfer the standard software in any other unauthorized way,
- (c) translate the standard software from the object code to source code (e.g. by reverse engineering, disassembly or decompilation), unless otherwise provided for by mandatory statutory provisions.

For the purposes of this clause, third parties are deemed to be persons who are not entrusted by the licensee with the operation or any activity at a warehouse location of the licensee, nor are they otherwise employed as vicarious agents of the licensee for the performance of its services.

The licensee does not acquire any entitlements to the standard software other than those expressly stated in these terms and conditions.

4.6 Backup Copies

The licensee may carry out data backup in accordance with the rules of technology and create the necessary backup copies of the standard software for this purpose. A backup copy on a movable data carrier shall be marked as such and provided with the copyright notice of the original data carrier. The Licensee may not change or remove the licensor's copyright notices.

4.7 No Further Use

The licensee may only use the software products specified in the contract, even if it can technically also access other software products. Any copying and passing on of the software that is not expressly permitted is prohibited.

4.8 Adding Functions

The licensee has the right to add new functions to the program exclusively by using the development tools defined by us. This also applies to the introduction of external functions supported by the program. The licensor points out that even minor changes can lead to considerable, unforeseeable disruptions in the running of the standard software and other programs. The licensee is therefore expressly warned against unauthorized changes to the standard software.

4.9 Joint Copyright

Insofar as services were provided according to specifications or with the cooperation of the licensee, we shall be exclusively entitled to all rights to these services. Insofar as these are protectable by copyright, the customer shall transfer to us all copyrights and rights of use to which he is entitled exclusively, without limitation as to time and place as well as transferable and sub-licensable, including the right to edit, redesign and unrestricted commercial exploitation.

4.10 Start of the Authorization of Use

In the case of delivery of the standard software based on the licensee's order, the licensee's rights shall commence upon full payment by the licensee of the invoice received.

WAMAS End User License Conditions, Version May 2024

4.11 Notes on Rights

The licensee is also not entitled to alter or delete any notices relating to rights, trademarks or the like which are indicated in the standard software or on the medium on which the standard software is contained.

4.12 Licence Management, Surveys

The licensor is entitled to verify the extent of use of the standard software by measurement, which can be carried out automatically and at any time by the licensor.

In addition, surveys may take place in the form of self-reports by the licensee, which the licensee must always provide after the licensor's written request. To support the licensee in license management and to check the plausibility of the self-disclosures, the standard software together with the associated surveying software enables the licensor to carry out remote surveys. In doing so, the software automatically surveys the use and transmits the survey data to the licensor. In order to make this possible, the licensee must establish an online connection with the standard software licensed by the licensee at least once a year. Exceptions are to be clarified with the licensor in individual cases. Transmission of personal data does not take place.

The licensor is also entitled to carry out on-site surveys at the licensee's premises insofar as (a) the remote survey was refused or (b) an online connection was not established with the standard software at least once per calendar year (c) the remote survey did not provide meaningful results and there are objective indications of use by the licensee beyond the contractual agreement or (d) the terms of use of the third-party software used by the standard software require an on-site survey. In this context, the licensor is entitled to carry out the on-site surveys himself or to have them carried out by a third party, provided that this third party is bound by confidentiality obligations. The licensee shall cooperate with the licensor in an appropriate manner in carrying out such surveys, in particular by providing the licensor with remote technical access and by granting him insight into his systems to the extent necessary in the case of remote surveys and on-site surveys. Surveys may be carried out at all locations of the licensee where the standard software is installed, used or accessed (including remotely). The licensor shall give reasonable notice before carrying out on-site surveys.

The licensor undertakes to keep confidential information secret. Confidential information is in particular economic, internal business, technological and scientific internal information of the licensee (insofar as it is therefore not generally known or otherwise readily accessible) which the licensor comes across in the course of the necessary license management (in particular surveys).

The reasonable and appropriate costs of the survey shall only be borne by the licensee if the survey results show a use not in accordance with the contract. If the licensee incurs costs in connection with his duty to cooperate/his cooperation in the surveys, he shall bear these himself and shall not receive any compensation and/or reimbursement from the licensor for them - irrespective of the survey results.

If a measurement shows that the licensee exceeds the use of the standard software, section 4.13 (extension of use and consequences of a violation of the right of use) shall apply.

4.13 Extension of Use and Consequences of a Breach of the Right of Use

Any use of the standard software that goes beyond the provisions in these license agreement conditions (e.g. use on more workstations than agreed) requires our prior written consent.

The licensee is obliged to notify the licensor in advance in writing of any change affecting his right of use or the remuneration. A unilateral change is not permitted. The change requires a separate contract with the licensor on the additional scope of use (additional purchase) based on the current list of prices and conditions at the time of the change. Within the framework of the separate contract, the licensor is not obliged to grant the licensee discounts agreed for the earlier purchase of licenses also for a later additional purchase, unless expressly agreed otherwise.

If the use of the license in excess is made without a contract, the licensor may withdraw the exceeding use of the license from the licensee at any time. In addition, and irrespective of the withdrawal of the rights of use, the licensor shall be entitled to demand from the licensee a contractual penalty (for Switzerland: contractual penalty pursuant to Art. 160 et seq. of the Swiss Code of Obligations), irrespective of damages, in the amount of twice the respective current list price for the licenses used in excess. The right to claim damages, performance or forbearance shall not be affected by the payment of the contractual penalty. The contractual penalty shall not be offset against any claim for damages.

4.14 Confidentiality

Unless otherwise agreed, the following confidentiality agreement applies between the parties: the licensee may not disclose the terms of this agreement without the licensor's prior written consent, except as required to implement and enforce the terms of this agreement or if required by legal processes or by law. The licensee shall not disclose to any third party the results of any comparative benchmark tests or other evaluations of the standard software without the licencor's prior written consent. Other information exchanged between the parties shall be deemed confidential only if the parties mark it as confidential. The licensor undertakes to treat all confidential information received from the licensee as confidential and to use it only to the extent necessary

for the performance of the contract. The licensor complies with data protection law and may process data of the licensee mechanically.

The licensee undertakes to keep all confidential information concerning the subject matter of the contract as well as the contents of the agreement concluded with the licensee confidential from third parties. Employees etc. who have access to the subject matter of the agreement shall be instructed in writing about the copyright and the duty of confidentiality vis-à-vis the licensor and shall be obliged to comply with it.

The licensee shall keep the subject matter of the contract - in particular any source programs provided to him - in safe custody in order to rule out misuse.

4.15 Copyrights

The standard software is protected by copyright. The licensee is obliged to preserve all copyright notices on the standard software and associated documentation.

5 Cooperation of the Licensee

5.1 Working Environment

The licensee shall provide for the working environment of the software (e.g. hardware and operating system) in accordance with our specifications. He shall observe the specifications in the user documentation.

5.2 Duty to Cooperate and Remote Data Transmission

The licensee shall support the licensor in the performance of the contract to the extent necessary and free of charge, e.g. by providing employees, work rooms, hardware and software, data and telecommunications equipment. The licensee grants the licensor, or a company affiliated with it, access to the hardware and software, directly or by means of remote data transmission, in order to enable the licensor to fulfil his contractual services. In this context, the licensor shall safeguard the interests of the licensee, in particular also observe data protection and, if necessary, conclude agreements with the licensee on the processing of personal data on behalf of the licensee. If a technically easy access through telecommunication facilities is not possible or permitted, the licensee shall bear all adverse consequences (e.g. additional costs incurred as a result).

5.3 Contact Person with Decision-Making Authority

The licensee shall appoint a contact person who shall make or promptly bring about the necessary decisions and who shall be authorized to make and receive declarations. The contact person shall ensure good cooperation between the licensee and the licensor.

5.4 Test Commitment Before Operational use

The licensee shall thoroughly test the standard software to ensure that it is free of defects and usable in the specific situation before commencing operational use of the standard software.

5.5 Obligation of the Licensee to Take Precautions

The licensee undertakes to take reasonable precautions in the event that the standard software does not work properly in whole or in part, e.g. by means of regular, risk-appropriate data backups, fault diagnosis, regular checks of results, etc.

5.6 Licensee's Duty to Cooperate in Surveys Pursuant to Section 4.12

The licensee undertakes to check the scope of use of the standard software within the meaning of clause 4.12 and to always provide the licensor with information on the scope of use of the standard software following the licensor's written request.

In the case of surveys, the licensee undertakes to cooperate with the licensor in an appropriate manner at his own expense (see clause 4.12) in carrying out these surveys, in particular by providing the licensor with remote technical access and in case of remote surveys and on-site surveys by allowing the licensor to inspect his systems to the extent necessary.

5.7 Storage and Processing of Non-Personal Machine Data

The standard software collects non-personal machine data about the modalities of the use of the licensor's software and the equipment supplied by the licensor - or by companies affiliated with him. The licensor is entitled to store and process this non-personal machine data - even beyond the term of these license agreement conditions - in anonymized form for the purpose of designing, developing and improving the quality of his products in line with requirements and for scientific purposes. If and to the extent that the machine data collected is or becomes eligible for special legal protection at present or in the future, the licensor shall be entitled to all rights in this respect (including processing and transfer) exclusively, irrevocably and without limitation as to time, territory and content.

5.8 Obligation of Employees and Agents

The licensee undertakes to ensure that all obligations under this agreement are complied with by his employees and vicarious agents and to ensure that all rights of the licensor in the software (e.g. copyrights including right to copyright notice) are preserved by employees and vicarious agents.

6 Delivery, Delivery and Performance Time

6.1 Delivery

Upon conclusion of the contract, the standard software shall be delivered by identifying the purchased types and number of licenses on the invoice or a separate license certificate. In addition, the standard software including standard documentation shall be made available to the licensee on request on an electronic data carrier.

7 Liability and Warranty

7.1 Limitation of Liability

Unless otherwise agreed, the following limitation of liability shall apply:

7.1.1

The licensor shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.

7.1.2

In cases of slight negligence, the licensor shall be liable for breach of an essential contractual obligation. An essential contractual obligation within the meaning of this clause is an obligation which, if fulfilled, makes the execution of the contract possible in the first place and on the fulfilment of which the contractual partner may therefore regularly rely.

7.1.3

In the case of clause 7.1.2, the Licensor shall not be liable for lack of economic success, loss of profit and indirect damage.

7.1.4

The limitations of liability apply accordingly in favor of the licensor's employees, agents and vicarious agents.

7.1.5

The licensor's possible liability for guarantees given and for claims based on the Product Liability Act remains unaffected.

7.2 Limit of Liability and Statute of Limitations

7.2.1

Unless otherwise agreed, the licensor's liability under this contract is limited to the typical and foreseeable damage at the time of the conclusion of the contract. Damages for the loss of data shall be limited to the cost of restoration that would have been incurred even if the licensee had made regular data backups in accordance with the risk, insofar as such data backups are possible and reasonable for the licensee.

7.2.2

A limitation period of one year shall apply to claims for compensation against the licensor - irrespective of the legal grounds - and shall commence at the time at which the licensee becomes aware of the damage and the damaging party.

7.2.3

The aforementioned restrictions of this clause do not apply to given guarantees as well as to intent, gross negligence and in the case of damage resulting from injury to life, body or health.

7.3 Warranty

The licensor highlights that according to the state of the art, it is not possible to create software - the standard software - in such a way that it works error-free in all applications and combinations. The subject matter of the contract is therefore only software that is fundamentally usable in the sense of the service description and the documentation. The licensor does not guarantee that the standard software meets the requirements of the licensee.

The warranty period is one year from the transfer of risk, with the exception of warranty in the event of intent, gross negligence or fraudulent intent on the licensor's part as well as in the event of damage to body, life or health.

In the event of unauthorised modification or editing of the standard software, all warranty claims are excluded unless the licensee can prove that the unauthorised modifications or editing did not cause the defect. The above exclusion of warranty claims shall not apply in the event of intent, gross negligence or fraudulent intent on our part or in the event of damage to body, life or health.

7.4 Exclusion of Liability and Warranty for WAMAS Non-Productive Licenses

The right to claim liability for defects with regard to the WAMAS instance license (non-productive) is limited to the damage resulting from our fraudulent concealment of a defect in the law or a defect in the standard software.

7.5 Troubleshooting

The licensor supports the licensee in the search for errors and the cause of errors. If the error cannot be proven to be attributable to the licensor, the licensee will be invoiced for these services.

7.6 Right to Improve / Exchange

The licensor can provide warranty primarily through improvement/replacement. The improvement is made by eliminating the error, by providing a new program version or by showing reasonable possibilities to avoid the effects of the error. The licensee shall support the licensor. The licensee is obliged to install new programme versions (updates) provided by the licensor within the scope of the warranty, unless this leads to unreasonable adjustment and conversion problems for the licensee. The licensee can only withdraw from the contract or demand a reduction of the remuneration insofar as and only if, despite of a grace period set in writing, the improvement of the defect has failed after three improvement attempts. Any reimbursement of expenses for rectification of defects by the licensee himself or by third parties (substitute performance) is excluded.

8 Duty to Examine and to Give Notice of Defects
8.1 Immediate Examination and Notice of Defects

The licensee is obliged to inspect all deliveries and services of the licensor within a reasonable period of time for defects and to give notice of these within a period of one week from receipt. In the case of defects that would not have been recognizable by the licensee upon delivery despite proper inspection (hidden defects), the licensee is obliged to give notice of these within one week of becoming aware of them, but no later than one year after receipt.

8.2 Written Form

The complaint must be made in writing with a precise description of the problem. Only the contact person (according to these terms and conditions of the license agreement) and the management are authorized to make a complaint.

9 Third Party Property Rights
9.1 Permission to Use and Possibility of Withdrawal

The licensor warrants that no third party rights conflict with the transfer of the rights pursuant to section 4. Otherwise, the licensee may withdraw from the contract after setting a deadline in writing with the threat of termination, unless the licensor provides him with a legally flawless opportunity for the use of the standard software in accordance with the contract.

9.2 Defence Against Third Party Claims

If one of the parties culpably infringes third party property rights ("indemnifying party") during the contractual use of the standard software by the licensee and if third parties assert claims against the other party, the indemnifying party shall indemnify the other party against such third party claims insofar as the other party is not responsible for the infringement. The indemnification shall only take place under the following conditions: The other party shall immediately inform the indemnifying party in writing of the alleged claims and, according to the other party's choice, either leave the defence to the indemnifying party and make all declarations required for this purpose or undertake it in coordination with the indemnifying party, i.e. in particular undertake all essential defence steps only after prior consent by the indemnifying party. The other party shall provide the indemnifying party with all information necessary for the defence upon request and shall provide all reasonable cooperation. The other party shall neither acknowledge nor dispute any third party claims without the prior written consent of the indemnifying party.

9.3 Infringement of Property Rights

If the standard software infringes the property rights of third parties, the licensor has the right to make changes at his own expense in order to eliminate the infringement of property rights or to acquire the corresponding rights. If these measures do not lead to the desired result and the infringement of property rights has been established by a legally binding court decision, the licensor shall compensate the licensee for the loss of the right of use by refunding the fees paid (less the customary depreciation during the period of use). The licensor shall be released from this obligation if the infringement of property rights is caused by the fact that the licensed standard software has been modified by the licensee or that it is used under different conditions of use than those agreed.

10 Transfer of Rights

The licensor is entitled to make use of third parties, in particular companies affiliated with the licensor, to fulfil the obligations arising from this contract. All or individual rights under this agreement, as well as the entire agreement, may be transferred by the licensor to affiliated companies; the licensee hereby consents to this. The licensee is not permitted to transfer this agreement, assign claims under it or grant sub-licenses or the like without the licensor's express prior written consent.

11 Customs Duties, Fees and Other Charges

Unless otherwise agreed, the licensee shall bear exclusively all fees, charges or taxes, as well as any customs duties, arising in connection with the establishment of a software transfer or service contract subject to these terms and conditions.

12 Price, Payment, Reservation

12.1 Price

The price for the licenses shall be negotiated and agreed individually in the respective contract. Unless otherwise agreed, any statutory value added tax shall be added to the agreed remuneration and the prices for the licenses shall include transport and packaging, but do not include costs for third-party hardware and software that may be necessary for the operation of the standard software.

12.2 Time of Payment

Unless otherwise agreed, the agreed remunerations for the licences shall be due and payable upon conclusion of the contract, and invoices issued by the licensor, including value added tax, are payable at the latest 30 days after invoicing without any deduction and free of expenses.

12.3 Interest

Unless otherwise agreed, the respective statutory interest on arrears shall apply.

12.4 Set-off and Retention of Benefits

Unless otherwise agreed, the licensee may only offset undisputed and legally established claims. It may not - to the extent permitted by law - assign claims to third parties. The licensee is not entitled to withhold payments due to incomplete overall delivery or warranty claims and complaints.

13 Final Provisions

13.1 Applicable Law

Unless otherwise agreed, the law of the Federal Republic of Germany shall apply for this license agreement to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL).

13.2 Arbitration Clause

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Frankfurt, Germany. The language of the arbitration shall be English. The rules of law applicable to the arbitration agreement shall be the law of Federal Republic of Germany.

The parties shall keep strictly confidential the existence of the arbitration, or any information or document relating thereto or disclosed therein.

13.3 Invalidity of Oral Collateral Agreements

All agreements between the contracting parties must be concluded in writing; verbal agreements are invalid. Likewise, amendments and additions to the contract must be made in writing.

13.4 Partial Ineffectiveness - Contradictions

Should individual provisions of this contract become invalid, this shall not affect the validity of the remaining provisions. Contradictory clauses shall be interpreted by reading the contract as a whole.

13.5 Waiver

A party's waiver of any claim based on a mistake or breach of contract shall not be deemed a waiver of any other claim based on any other mistake or breach of contract or consequential damages.