



GENERAL CONDITIONS APPLICABLE TO EPEX INFORMATION AND API SERVICES

22 OCTOBER 2018

These General Conditions govern the contractual relationship between

EPEX Spot, a European company incorporated and existing under the laws of France, having its registered offices at 5, Boulevard Montmartre, F-75002 Paris, and with Commercial Register in Paris n° 508 010 501.

Hereinafter referred to as "**EPEX SPOT**"

And,

any client having subscribed EPEX Information and/or API Services by entering into Specific Conditions Applicable to EPEX Information Services And API Services,

Hereinafter referred to as "**Client**"

EPEX SPOT and the Client shall be individually referred to as "Party" and collectively as "Parties".

Definitions:

Authorised Distributor any person or entity authorized by the Client to use and to distribute the Products externally to Users in accordance with provisions of the Agreement.

Agreement means the General Conditions and the Specific Conditions entered into between EPEX and the Client and all the annexes attached thereto.

General Conditions means these general terms and conditions for receipt, use and distribution of Services and any schedules, addenda or attachments.

Control means the situation where a company:

- a) Directly or indirectly owns a fraction of the capital in another company that gives a majority of the voting rights at such company's general meetings;
- b) Holds alone a majority of the voting rights in a company by virtue of an agreement entered into with other partners or shareholders and this is not contrary to such company's interests;
- c) Effectively determines the decisions taken at a company's general meetings through the voting rights it holds;
- d) Has the power to appoint or dismiss the majority of the members of a company's administrative, management or supervisory structures;
- e) Directly or indirectly holds a fraction of the voting rights above 40% of a company and no other partner or shareholder directly or indirectly holds a fraction larger than this participation

In any case, an undertaking is presumed to control a company when it exerts a decisive influence over it. The decisive influence is defined according to the organizational, economic and legal links between both undertakings.

Derived Information: means data created or derived from the Information in accordance with the Agreement, which does not display the Information and from which the underlying information cannot be readily extracted. Derived Information shall not be considered Information hereunder.

Effective Date means the Effective Date of the Specific Conditions entered into between EPEX SPOT and the Client or the date on which EPEX SPOT receives the Client's order for online services.

EPEX API Services or Real Time Data means Spot Market Data delivered to the Client immediately after being processed by the exchange through:

- ETS APIs Read Mode;
- ETS APIs Read and Write Mode;
- M7 APIs Read Mode; and/or



EPEX Information Services	M7 APIs Read and Write Mode. means End of Day; Delayed Data; Historical Data; Day Ahead Auction – SMS Alert; View Only Use; and any other Information services available on the EPEX SPOT website.
M7	Intraday Continuous Market Trading System
End of Day	means Spot and Derivatives Market Data delivered at the end of the trading day.
ETS	Day Ahead Auction Trading System
Delayed Data	means Spot intraday continuous market data delivered every 15 or more minutes and Spot and Derivatives Market Data delivered at the end of the trading day for the remaining products
Fee	refers to the fee to be paid by the Client in exchange of the EPEX Information Services or the EPEX API Services, or ISV Access.
Information	means trading quotations, prices and other information provided by and/or made available by EPEX SPOT to the Client via EPEX Information Services and or EPEX API Services under the Agreement.
Intellectual Property Rights	means any intellectual property right or other (property) right throughout the world, in all media, now existing or created in the future, for all versions and elements, in any languages, and for the entire duration of such rights, arising under statutory or common law, contract, or otherwise, and whether or not registered, registerable or perfected, including (a) rights in all inventions, discoveries, utility models, patents, reissues of and re-examined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter filed, issued or acquired; (b) rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, applications and registrations; (c) rights in computer software and programs, source codes, or business methods; (d) rights in materials; (e) rights associated with trademarks, service marks, trade names, internet domain names, logos, trade dress and the applications for registration and the registrations thereof; (f) rights relating to the protection of trade secrets, know-how and/or other confidential information; (g) design rights, whether registered or unregistered; (h) <i>sui generis</i> right on databases and (i) rights analogous to those in this definition and any and all other proprietary rights relating to intangible property.



ISV	Independent Software Vendors
ISV Access	means the access granted by EPEX SPOT to ISV to Test and Development Environment under the terms of the relevant Specific Conditions.
Material Breach	means a breach that reaches to the fundamental aim of the Agreement's subject matter and negatively affects the outcome of the Agreement.
Products	means services and facilities provided by the Client or any member of the Client's Group including EPEX Information Services and/or Derived Information.
Redistributor	means an entity receiving Information from the Client or a member of the Client Group for the purposes of disseminating the Information to that entity's own external clients.
Specific Conditions:	means the specific terms and conditions to be entered into between EPEX SPOT and the Client for the provision of EPEX API Services and/or EPEX Information Services to the Client.
Specification	means the technical specification for the provision of the Information via the API Feed as provided in Annex II of the Specific Conditions applicable to EPEX API Services and EPEX Information Services.
Services	means the EPEX Information Services EPEX API Services and/or ISV Access.
Spot Market Data	means market data from the EPEX SPOT Spot intraday continuous and/or day-ahead market.
User	means any company, organization or individual that has access to the Information through the Client or through an Authorized Distributor. The lowercase term "user" in the Agreement shall be deemed to be a reference to "User".
View Only Use	means access to live Information via the Eurolight trading platform and historical data via FTP
Client's Group:	means the Client and any entity directly or indirectly Controlling, Controlled by or is under common Control with the Client (including its successors and assigns).
Derivatives Market Data	means derivatives market data from EEX Power Derivatives, an exchange established under German law with its registered office in Leipzig.
M7 Historical Orders	means the record of hourly and 15-minute anonymised orders of the intraday continuous market for the period set out in Annex I of the Specific Conditions

1. APPLICATION

1.1 All EPEX Information Services and EPEX API Services, and ISV Access are made subject to these General Conditions. EPEX SPOT is entitled to modify these General Conditions at any time. This modification enters into force on the day it is published on the website of EPEX SPOT. Unless otherwise provided in these General Conditions, EPEX SPOT will not be bound by any

variations from or additions to these General Conditions whether contained in any purchase order or other document submitted by the Client.

1.2 General Conditions shall be supplemented by Specific Conditions. Specific Conditions may only deviate from the General Conditions to the extent expressly provided in these General Conditions. The General Conditions shall have precedence over the Specific Conditions except for

the provisions in the General Conditions where it is expressly provided that the Specific Conditions may deviate.

- 1.3 Without prejudice to Article 1.2, in case of inconsistency between the General Conditions and the Specific Conditions, the General Conditions shall prevail.

2. DURATION AND TERM OF THE AGREEMENT

- 2.1 Unless provided otherwise in the Specific Conditions, the initial term of the Agreement shall be the period from the Effective Date to 31st December of the current year (the “**Initial Term**”), after which the Agreement is automatically extended by prorogation for successive one-year periods, (each a “**Term**”) unless earlier terminated pursuant to the terms of the Agreement.
- 2.2 Each Party may terminate the Agreement by giving the other no less than 90 (ninety) calendar days prior written notice.
- 2.3 The Fee is not refundable upon termination of the Agreement. Either Party may also terminate the Agreement by sending a registered letter in case of Material Breach by the other Party, provided that the other Party has been notified in writing of this alleged violation and that the other Party has not remedied the violation within thirty (30) days of receiving this notification. This right is without prejudice to the other rights of the Party terminating the Agreement including, but not limited to, the right to claim damages.
- 2.4 Either Party may terminate the Agreement immediately upon written notice to the other party in the event that either party shall have become subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days or if either party shall assign all or substantially all of its assets or if there should be any transfer of direct or indirect control over either party or if either party ceases to carry on business.
- 2.5 Force Majeure: Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond the reasonable control of such party. These events include, but are not limited to, natural disasters (storms, floods, weather damage, etc.), fires, total or partial labour strikes, epidemics, transport blocking, computer breakdowns, telecommunications disruptions, system unavailability, order of the government or a third party, or any other event not within the reasonable control of either Party to the Agreement.
- 2.6 EPEX SPOT shall have the right to terminate the Agreement with a written notice to the Client in the case the Client fails to pay the Fee within thirty (30) days as of due date of an invoice and Client fails to remedy such breach within thirty (30) calendar days of receiving written notice specifying such breach.
- 2.7 The Client is entitled to terminate the Agreement pursuant to Article 11.1.

3. FEES AND INVOICING

- 3.1 The Fee for the EPEX Information Services and EPEX API Services may comprise a yearly fixed portion (“**Fixed Fee**”) and a variable portion (“**Variable Fee**”). When applicable, the Variable Fee may be determined on a gradual basis depending on the list or number of Users disclosed by the Client who will access the Information.

Unless otherwise agreed in the Specific Conditions, the Variable Fee may be adjusted by EPEX SPOT quarterly depending on the actual number of Users, subject to a thirty (30) days prior written notice

Unless otherwise agreed in the Specific Conditions, Fees applicable to ISV comprise a fixed Fee per API and per update.

The yearly Fixed Fee shall be invoiced by EPEX SPOT as of the Effective Date, and subsequently on January of each year. Unless otherwise provided in the Specific Conditions, the Variable Fee shall be invoiced at the beginning of each calendar quarter. At the beginning of each new Term (January), and provided that a twelve (12)-month period has elapsed since the Effective Date, EPEX SPOT may adjust the Fixed and Variable Fees and invoice a yearly Fixed Fee taking into account the actual number of users of the former Term.

- 3.2 The Client shall pay the Fee within thirty (30) days of receipt of the related invoice.

If the amounts invoiced are not paid in full within the due date mentioned in the related invoice, the due amounts are increased, by right and without the need for a formal notice to pay, of a fixed rate for recovery fees of forty (40) Euros in addition to interests for late payments at a rate equal three times the legally chargeable interest rate (article. L.441-3 of the French Commercial Code. These penalties and interests are due on the day following the due date mentioned on the invoices.

- 3.3 If the Effective Date is after the 1st day of the month, the yearly Fixed Fee shall be due on a *pro rata temporis*, where any fifteen-day period started shall be due.

- 3.4 EPEX SPOT shall have the right to suspend the provision of the Services upon written notice to the Client in the case the Client fails to pay the Fee within thirty (30) days as from due date of an invoice and the Client fails to remedy such breach within thirty (30) calendar days of receiving written notice specifying such breach.

4. WARRANTIES, RESTRICTION OF LIABILITY

- 4.1 EPEX SPOT shall use reasonable efforts (i) to ensure that the Services made available to the Client has been and will continue to be developed with due care and skill in a professional manner and is accurate, current and complete and that the sources of the Services are reliable and (ii) promptly correct or complete any errors or omissions it is aware of and then retransmit the corrected

- or completed Services to the Client and (iii) to ensure that the Services will continue to be provided to at least the same standard in terms of quality, quantity and timeliness as at the date when the Services were formally accepted by the Client as meeting the coverage, timeliness, accuracy levels and specifications as agreed between the Parties.
- 4.2 Notwithstanding anything contained in the Agreement, EPEX SPOT represents, warrants and covenants to the Client that the Information made available to the Client will be of as good quality and quantity (including, but not limited to, in terms of consistency, accuracy, timeliness and comprehensiveness) as the Information EPEX SPOT makes available to other third parties having access to the same Information as the Client;
- 4.3 EPEX SPOT does not provide any guarantee with regard to the fact that the Information which is updated on a real-time basis is made available at a given point in time. Under certain circumstances, there might be delays in the transmission of the Information. EPEX SPOT may not be held liable for any delays or failures of transmission and / or receipt.
- 4.4 Without prejudice to other provisions of the Agreement, (a) EPEX SPOT does not accept any liability for the accuracy, the completeness, correctness and timeliness of the Information and (b) EPEX SPOT cannot guarantee that the Information will be provided without interruption and with complete availability.
- 4.5 The Information are exclusively made available for the purpose of information and do not constitute any investment counselling. None of the Information establishes an offer to sell or advertisement regarding offers for the purchase of products which are traded on the exchange.
- 4.6 EPEX SPOT shall not be held liable for damage unless such have been caused by Material Breach, intentional misconduct, fraud or gross negligence on the part of EPEX SPOT.
- 4.7 Notwithstanding the liability of the Client to pay the Fees, the aggregated liability of either Party to the other Party shall not exceed the total amount of the Fee collected by EPEX SPOT from the Client over a one-year period.
- 4.8 Neither party will be liable in contract or tort or otherwise for :
- a) any indirect, consequential or special losses, even if such party has been advised of the possibility of such indirect, consequential or special losses; or
 - b) any acts or omissions of third parties, including but not limited to Users, except as provided under Article 5.3 and 5.5. Notwithstanding the forgoing, it being agreed that acts or omissions of members of the Client's Group and auditors and other third parties duly authorised by EPEX SPOT shall be considered as acts or omissions performed by the related Party.
- 4.9 Each party represents, warrants and covenants that it has the legal right and full power and authority to execute and perform its obligations under the Agreement and to grant all rights and licences granted by it under and in accordance with the terms of the Agreement.
- 4.10 EPEX SPOT represents, warrants and covenants that the Services and the use or access of the Services in accordance with the Agreement does not and will not infringe any Intellectual Property Right or rights of privacy of any third party.
- 4.11 Upon notice of any claim referred to in Articles 5.3, or, if in EPEX SPOT's reasonable opinion, such a claim is likely, EPEX SPOT will have the right, at its option, to : (a) procure the right for the Client to continue to use the Information; (b) modify the Information so that it becomes non-infringing; or (c) remove the affected Information.
- 5. INTELLECTUAL PROPERTY RIGHTS**
- 5.1 Any Intellectual Property Rights in the Services which form the subject of the Agreement shall remain EPEX SPOT's property. In particular, EPEX SPOT have sole exclusive rights and control over all SPOT Market Data.
- 5.2 A right of use regarding the Information provided may be granted in the Specific Conditions regarding the EPEX Information Services.
- 5.3 Pursuant to Article 4.10 and subject to the terms of Articles 4.7 and 4.8, EPEX SPOT shall indemnify the Client from and against any and all claims of third parties that the Information under this Agreement infringes or violates Intellectual Property Rights of such third party provided the fulfillment of the following cumulative conditions by the Client:
- The Client shall:
- i. promptly notify EPEX SPOT of the claim in writing,
 - ii. allow EPEX SPOT the sole control over the defense and related settlement negotiations,
 - iii. provide EPEX SPOT with all necessary assistance, information, and authority for this purpose.
- 5.4 The Agreement does not involve the transfer of any Intellectual Property Rights to the Client. For the avoidance of doubt however, the Intellectual Property Rights in any Derived Information created by the Client or by a User, to the extent allowed by the Agreement, will rest with the creator of the Derived Information.
- 5.5 In respect of rights of the Client or any User to create Derived Information, the Agreement does not create any right of the Client nor Users to use the Information to create any tradable financial product listed on an exchange or any index (i.e. any numerical representation of the value or volatility of a market or market sector calculated from time to time on a standard basis, in order

to reflect movements in the underlying constituents) to be used as reference price underlying such tradable financial products without entering into a specific agreement with EPEX SPOT. The Client shall include such a provision in agreements with Users and make them aware of the provisions of Article 5.5.

6. AUDIT

EPEX SPOT may at any moment conduct, an audit in order to check the correct performance of the Agreement.

This audit can be performed by EPEX SPOT internal control, or other competent third party designated by EPEX SPOT. EPEX SPOT agrees to conduct not more than one audit per calendar year.

EPEX SPOT agrees to notify its intention to conduct an audit with at least fifteen (15) business days' prior written notice. If applicable, EPEX SPOT agrees to notify the name of the third party in charge of the audit.

The Client may refuse the third party chosen by EPEX SPOT by sending a written explanation within five (5) days following EPEX SPOT notification. In such a case, EPEX SPOT will choose another auditing company. The above provision does not apply when EPEX SPOT conduct the audit on its own.

In case of an audit, the Client agrees to:

- fully cooperate with auditors;
- provide any necessary information; and
- bear its own costs related to the audit;

and EPEX SPOT's undertakes to:

- Sign a non-disclosure agreement with the Client, and procure that the designated third party will sign such non-disclosure agreement;
- Comply with all safety and security requirements imposed by the Client;
- Have access only to information related to the execution of the Agreement; and
- Use information received for no other purpose than for the purpose of the Agreement.

A copy of the audit report will automatically be sent without charge to Client.

If the audit report establishes any shortcomings in the execution by the Client of the Agreement, the Client will (i) remedy such shortcomings within thirty (30) business days after the receipt of this report and (ii) pay EPEX SPOT's reasonable auditing costs in case the shortcomings result in an underpayment of more than ten (10) percent of the Fees due to EPEX SPOT during the audited period.

If the report establishes any major shortcomings or if the Client fails to remedy any shortcomings within the aforementioned deadline, such shortcomings will be considered as a breach of

the Agreement and shall entitle EPEX SPOT to terminate the Agreement immediately upon written notice to the Client, without prejudice to any other of its rights under the Agreement.

7. CONFIDENTIALITY

Subject to provisions of the Specific Conditions, the parties shall keep confidential all information relating to the Agreement unless (a) such information has become public knowledge otherwise than in breach of the Agreement, (b) to the extent disclosure is ordered by a state, provincial or federal agency, authority, court or tribunal of competent jurisdiction, including a securities regulatory authority, provided that such party gives prompt notice to the other party, if legally permitted, (c) disclosure is made in confidence to their professional advisors (who are subject to confidentiality obligations) or (d) as far as solely General Conditions are concerned, disclosure is made to Users relating to such Users' receipt and/or use of Information. Save as provided above, disclosure may only be made with the prior written consent of the other party. In particular it is agreed that (i) Information are not considered as confidential information under the Agreement and (ii) all information and data provided by or relating to the Client and its Users of which EPEX SPOT may become aware during the term of the Agreement shall be treated as confidential.

8. RIGHT TO USE INFORMATION

8.1 All the rights provided by Article 8.2 are exclusively granted to the Client. Subject to provisions of the Specific Conditions, any extension or transfer of these rights to any Client's customers is prohibited.

8.2 To the extent provided by the Specific Conditions, EPEX SPOT hereby grants the Client a worldwide, non-exclusive, non-transferrable right to use the Information, as follows:

- a) to use the Information internally and to incorporate the Information into Products within the limitation provided by the Specific Conditions, in any manner, including but not limited to the right to store, edit, process, alter, manipulate, translate, package, distribute the provided Information and prepare and distribute Derived Information from the Information within the limitation provided by the Article 5; and
- b) permit Users to use and internally distribute the Information within their company including but not limited to calculation of Derived Information and within the limitation provided by Article 8.3.
- c) provide the Information to Redistributors and Authorised Distributors subject to having received approval from EPEX SPOT. The latter being formalised in Specific Conditions.

8.3 The Client shall be responsible for procuring that the Client's Group comply with the terms and conditions of the Agreement including, when applicable, the terms and conditions to access to the API Feed (as such term is

defined in the Specific Conditions), as if the Client's Group were party to the Agreement. For the avoidance of doubt, the Client shall be responsible to EPEX SPOT for (a) the Client's Group's failure to comply with the terms and conditions of the Agreement and (b) all payments due to EPEX SPOT under the Agreement.

The Client's Group shall insert in agreements with Authorised Distributors and Users the provisions of Article 5.1, 5.4 and 5.5.

The Client shall use reasonable efforts to ensure Users' and Authorised Distributors compliance with the Agreement. "Reasonable efforts" shall mean the following: (i) The Client will notify EPEX SPOT of any noncompliant reception, use or retransmission of Information of which it is aware, (ii) upon reasonable notice from EPEX SPOT, the Client will use commercially reasonable efforts to assist the persons designated by EPEX SPOT with performing an audit of third party's locations as permitted by the agreement between the Client and such third party and (iii) on behalf of EPEX SPOT, the Client will assess and collect from any third party that does not have a direct agreement with EPEX SPOT, any fees, interest, damages and penalties to be due to EPEX SPOT from non-compliant third party (including any sums deriving from such third party's agreements with the Client) on account of such third party's non-compliant reception, use or retransmission of Information.

8.4 The Client shall refrain from using its access to the Information in a manner which is not compliant with the Agreement. In particular, if the Client wishes to transmit Information to any other third parties, it shall inform EPEX SPOT and enter into to the relevant Specific Conditions.

8.5 Except as otherwise provided under the Specific Conditions, the Client shall refrain from broadcasting any Information on the Internet or any other broadcasting media without requesting EPEX SPOT prior consent.

9. TRANSFER OF AGREEMENT

9.1 Neither party to the Agreement shall be entitled to assign or transfer its respective rights and obligations or part of them under the Agreement without the consent of the other, such consent not to be unreasonably withheld, conditioned or delayed. In particular, the Parties are not entitled to assign their rights and obligations in whole or in part to any member of their respective Group (definition of Client's Group applying *mutatis mutandi* to EPEX SPOT) or to any entity that acquires all or substantially all of the business or assets of the concerned Party (whether through stock purchase, asset acquisition, merger or otherwise).

9.2 Any request for a transfer of the Agreement must feature the relevant information (name of the company, registered office and number, representative, contact details) about the transferee as well as its commitment to fulfil all the obligations arising out of the Agreement.

10. RELATIONSHIP BETWEEN THE PARTIES

Nothing in the Agreement shall be deemed to create a partnership or agency relationship between the Parties and each of them should be considered an independent contracting Party.

11. ADJUSTMENT OF THE TERMS OF THE AGREEMENT, PERFORMANCE DESCRIPTION AND PRICES

11.1 Unless otherwise provided in the Specific Conditions, essential changes of Specifications as well as price increases shall be communicated to the Client in writing at least thirty (30) days before such take effect. After receipt of the notification of change and before the date of entry into force of the change as specified in the notification of change, the Client shall be entitled to terminate the Agreement with at least fifteen (15) days written notice to EPEX SPOT with effect from the date of the effectiveness of the changes, if any of such change is not acceptable to the Client.

Following a modification of the General Conditions accordingly to Article 1.1, within five (5) days from the date of publication of the relevant modification of the General Conditions, the Client shall be entitled to terminate the Agreement with a five (5) days written notice to EPEX SPOT.

11.2 Unless the Client terminates the Agreement according to Article 11.1 after receipt of the notification of change, the changes shall become effective on the date specified in the notification of change, unless otherwise agreed between the parties, and for any change in the Specifications shall become effective after changes have been developed and tested successfully.

11.3 Termination of the Agreement shall not affect the accrued rights or liabilities of the parties arising out of the Agreement as at the date of termination and all provisions which are expressed to survive the Agreement or which by implication do so shall remain in force and effect. Notwithstanding termination of the Agreement for any reason, the licence granted in Article 8 shall continue in respect of any Information already provided under the terms of the Agreement.

11.4 If one or more members of the Client's Group ceases to have Control of an entity formerly in the Client's Group or the assets in an entity in the Client's Group are sold, EPEX SPOT's consent shall be requested before the Information continue to be used by the relevant Client's Group member for the benefit of the divestment under the terms of the Agreement. The Client shall notify EPEX SPOT of this event without any delay. If applicable, EPEX SPOT agrees not to unreasonably withhold consent to an agreement between EPEX SPOT and the divested entity on substantially similar terms to the Agreement.

12. APPLICABLE LAW / LEGAL VENUE

- 12.1 The Agreement is governed by French law to the exclusion of the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply hereto.
- 12.2 All disputes arising out of or in connection with the validity, interpretation, performance, non-performance or termination of the Agreement shall be submitted to the CMAP (Centre for Mediation and Arbitration of Paris, Paris Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) Rules of Mediation) and, in the event that no settlement is thereby reached, to the Paris Mediation and Arbitration Centre (CMAP) Rules of Arbitration, to which the Parties undertake to adhere, by three arbitrators appointed in accordance with the said Rules. The arbitration shall be conducted in English.
- 12.3 Nothing in Article 12.2 shall preclude the Parties from applying for interim or conservatory measures or any other injunctive relief in summary proceedings before the competent courts. The application of a Party to a judicial authority for such measures or for the implementation of any interim or conservatory measures ordered by the arbitration tribunal shall not be deemed as an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitration tribunal. Any order or provision issued by the judicial authority must be notified without delay to the arbitrators.

13. ANCILLARY AGREEMENTS / SAFEGUARDING CLAUSE

- 13.1 Parties' rights and obligations regarding the object of the Agreement shall exclusively be governed by the provisions of the Agreement. Verbal ancillary agreements or assurances have not been made. The Agreement can only be amended by means of an express written agreement signed by an authorised signatory of each party.
- 13.2 In case individual provisions of the Agreement are or should become ineffective, this shall not affect the effectiveness of the remainder of the provisions. The ineffective provision shall be replaced with a valid one which corresponds to the intended objective pursued as closely as possible.
- 13.3 The failure of either party to require the performance of any term or condition of this Agreement shall not prevent any subsequent enforcement of such term or condition, nor shall it be deemed a waiver of any subsequent breach.