

## **General Purchase Terms and Conditions**

**of G. Lufft Mess- und Regeltechnik GmbH**

**(current as of August 2014)**

### **Section 1 Applicability of the Terms and Conditions**

- (1) The present general Purchase Terms and Conditions shall apply to all our purchase orders, if the supplier is a contractor, a legal entity under public law or a special fund under public law within the meaning of Section 310 subsection 1 BGB [German Civil Code]. In these cases they shall apply exclusively and are an integral part of all contracts concluded by us with suppliers on goods ordered by us and other related services.
- (2) The present general Purchase Terms and Conditions in their current valid version shall apply as a framework agreement also to all future contracts concluded by us with the same supplier on goods ordered by us and related services, even if not separately agreed again; in that case, we shall promptly inform the supplier on modifications of our general Purchase Terms and Conditions.
- (3) Adverse terms and conditions or terms and conditions of the supplier or third parties deviating from our general Purchase Terms and Conditions shall become an integral part of the contract only and insofar as we have expressly approved their validity in writing. This requirement of approval shall apply in any case, for example, even if, being aware of adverse terms and conditions or terms and conditions of the supplier or third parties deviating from our general Purchase Terms and Conditions, we accept the delivery of the supplier without reservation.
- (4) Individual agreements with the supplier (including side agreements, amendments and modifications) concluded on an individual case basis shall always take priority over the present general Purchase Terms and Conditions. A written contract and/or our written confirmation shall be authoritative for the contents of such agreements.
- (5) Any references to the validity of statutory provisions are for the purpose of clarification only. Therefore, the statutory provisions shall apply even without such a clarification

unless they are modified or expressly excluded in the present general Purchase Terms and Conditions.

- (6) "Goods" within the meaning of the present general Purchase Terms and Conditions are all items to be handed over to us by the supplier according to contract, including software, also insofar as it is made available immaterially, e.g. by electronic means of transmission.

## **Section 2 Purchase Orders and Delivery Schedule**

- (1) Our purchase order shall be deemed to be binding only when placed or confirmed in text form or in writing. Prior to acceptance, the supplier must inform us on obvious errors (e.g. clerical errors, calculation errors) and incompleteness of the purchase order including purchase order documents for the purpose of correction and/or completion; otherwise the contract is deemed not concluded.
- (2) We shall reserve rights of ownership rights and copyrights in illustrations, drawings, calculations and other documents, which are handed over by us to the supplier within the scope of the purchase order; they must not be made available to third parties without our express written approval. They must only be used for our purchase order. After completion of the purchase order, they must be returned to us unsolicited.
- (3) Acceptance of each purchase order must be promptly declared by the supplier in text form or in writing upon receipt, at the latest within one week, otherwise we are entitled to cancel the purchase order. Authoritative for acceptance in time is receipt of the declaration of acceptance by us. Late acceptance is deemed to be a new offer and requires acceptance by us.
- (4) We are entitled to change time and place of the delivery as well as type of the packing at any time prior to the agreed upon delivery date by at least 5 workdays' written notice (Monday to Friday). The same applies to modifications of the goods regarding design and execution, if and to the extent that they can be realised within the scope of the normal production process of the supplier without considerable additional expenditure, with the period of notice according the above sentence 1 in these cases being at least 10 workdays. Proven adequate surplus cost incurred by the modification will be reimbursed to the supplier by us. If such modifications result in delivery de-

lays, which cannot be avoided in normal production and business operation of the supplier by reasonable efforts, the originally agreed upon delivery date is postponed accordingly. The supplier will notify to us in writing and in time prior to the delivery date, but at least within 5 workdays (Monday to Friday) after receipt of our notice according to sentence 1, the surplus cost or delivery delays expected on the basis of careful assessment.

- (5) Units, parts etc., which are not expressly mentioned in the order or in the order confirmation, but which are necessary for fulfilment of the agreed upon deliveries and/or services, are part of the scope of delivery and services and are included in the agreed upon price.
- (6) Unless otherwise agreed, we must entirely arrange call orders for delivery and accept them within 24 months. Authoritative for delivery is the time of delivery specified by us. At this point in time, the goods must be received by us. The delivery schedule is made in text form.
- (7) If fixed periods of time are determined for the call orders, during which the call has to be made entirely, we are entitled to exceed the agreed upon deadline by 6 months maximum at a 2 months' notice.

### **Section 3 Prices**

- (1) Unless otherwise agreed upon, the prices specified in our purchase order are binding. All prices are to be understood including statutory V.A.T. unless stated separately.
- (2) If no special agreement has been made, the price includes all services and ancillary services of the supplier (e.g. erection, installation) as well as all additional cost (e.g. appropriate packing, transportation cost including any transportation and liability insurance).
- (3) Upon our request, the supplier must take back the packing free of charge and collect it from us.

### **Section 4 Payment**

- (1) Unless otherwise agreed upon, we shall pay the purchase price within 14 days as from the delivery and receipt of invoice with 3% discount or within 30 days net. Receipt of our transfer order at our bank is sufficient for punctual payment of the sums owed by us.
- (2) Unless otherwise agreed upon, the invoice must be transmitted to us electronically. The invoice must be submitted after entire delivery with all associated documents. It must not be enclosed to the delivery. Purchase order number, purchase order date, item number, delivery quantity and delivery address must be specified on it. If one or more of these data are missing, and processing by us is delayed as a result within the scope of our normal business operations, agreed upon payment terms or statutory payment terms are extended by the time of the delay. In that case, we will promptly notify the supplier of the extension of the deadline.
- (3) We do not owe interest payable from the due date. In the event of default of payment, we owe default interest in the amount of five percentage points above the basic rate of interest pursuant to Section 247 BGB [German Civil Code]. If the supplier pays lower credit interest, this is authoritative. The supplier must prove to us the credit interest paid by it when it claims compensation for the delay. For the occurrence of the default, the statutory provisions apply, with a written reminder by the supplier being required in any case.
- (4) When early deliveries are accepted, agreed upon payment terms or statutory payment terms will start only after the agreed upon delivery date.
- (5) We are entitled to rights of set-off and retention and the defence of lack of performance of the contract to the extent permitted by law. We are in particular entitled to withhold payments due as long as we have still claims from incomplete or defective performance against the supplier.
- (6) The supplier is only allowed with our approval to assign its claim to third parties or have it collected by third parties. Partial assignment by the supplier or collection of partial amounts by third parties is excluded. The above restrictions do not apply in the field of application of Section 354a HGB [German Commercial Code].

## Section 5 Delivery Time

- (1) The delivery dates and periods specified by us in the purchase order are binding. Dates specified by the supplier are irrelevant for the time of performance of the supplier, unless they are consistent with those specified by us. Authoritative for compliance with the delivery dates is the receipt of the goods. Unless otherwise agreed upon, premature deliveries are not admissible.
- (2) If the delivery time is not specified in the purchase order and has not been agreed otherwise, delivery must be made within two (2) weeks after contract conclusion.
- (3) The supplier is obliged to promptly inform us, if circumstances occur or become apparent according to which the delivery time cannot be complied with. This, however, shall not be affected by the supplier's obligation for delivery on schedule. The supplier may only rely on force majeure, if the supplier has informed us in writing promptly after becoming aware of such circumstances.
- (4) In the event of default in delivery, we are entitled without restrictions to the statutory claims including the right of withdrawal and compensation for damages.
- (5) In the event of delays in delivery, we are entitled under prior written warning to the supplier to request a contractual penalty for each commenced week of default in the amount of 0.5%, 5% max. of the respective (net) order value. The supplier is entitled to prove to us that due to the delay no damage or a considerably lower damage has occurred. The contractual penalty is then reduced accordingly. The contractual penalty is to be set off against the damage caused by delay to be paid by the supplier.
- (6) Acceptance of late delivery or performance shall not constitute a waiver of claims towards the supplier to which we are entitled due to late delivery. In particular, the request of contractual penalty pursuant to paragraph 4 remains reserved also in this case.
- (7) Statutory provisions apply to occurrence of the default of acceptance. But the supplier must expressly offer its performance to us, if a specific or definable calendar date has been agreed for an action or co-operation by us (e.g. provision of material). If we are in default of acceptance, pursuant to statutory provisions the supplier can request replacement of its additional or objectively necessary expenses (Section 304 BGB). If the contract relates to a non-fungible item (custom-made) to be produced by the sup-

plier, the supplier shall only be entitled to any further rights, if we have committed ourselves to co-operate, and are responsible for failure to co-operate.

### **Section 6 Delivery and Risk Taking**

- (1) Delivery is made to the location specified in the purchase order. If the place of destination is not specified and unless otherwise agreed, delivery must be made to our place of business in 70736 Fellbach, Germany.  
The respective place of destination is also the place of performance (obligation to be performed at the creditor's place of business).
- (2) The supplier is not entitled to partial deliveries without our prior written approval.
- (3) The delivery must be accompanied by a delivery note in a closed envelope comprising serial number, date of manufacture, batch number, commission number, order number and date of purchase order. If the delivery note is missing or incomplete, and processing by us is delayed as a result within the scope of our normal business operations, agreed upon payment terms or statutory payment terms are extended by the time of the delay. In that case, we will promptly notify the supplier of the extension of the deadline.
- (4) The supplier is obliged to submit on request a Supplier's Declaration pursuant to EC Regulation No. 12 07/2001 at the latest with first delivery.
- (5) If an acceptance has been agreed, both contracting parties must confirm in writing successful acceptance in an acceptance record. Commissioning does not replace acceptance. In the event of force majeure, we are not obliged to accept delivery.
- (6) The risk of accidental loss and accidental deterioration of delivery shall pass to us only when the goods are handed over to us at the agreed upon place of destination, even if shipment has been agreed. If acceptance has been agreed, this is authoritative for the passing of risk. Otherwise, the statutory provisions of the law on contracts for works and services shall apply accordingly also to an acceptance. Handing over and/or acceptance is deemed to have taken place, if we are in default of acceptance.

### **Section 7 Processing and Retention of Title**

- (1) Processing, mixing or combining (further processing) by the supplier of items provided is made for us. The same applies in the event of further processing of the goods supplied so that we are considered to be the manufacturer and acquire the ownership of the product in accordance with statutory provisions at the latest with further processing.
- (2) Retention of title of the supplier is only valid, if and to the extent that they refer to our payment obligation for the respective products to which the supplier reserves ownership. Extended retention of title of the supplier are inadmissible. Prolonged retention of title are valid only to the extent that they refer to resale.

### **Section 8 Quality and Documentation**

- (1) Unless otherwise agreed upon, the supplier is obliged to deliver goods to us corresponding to the most recent state of the art and generally accepted codes of practice and the latest state of development of the manufacturer at the time of delivery. Moreover, every delivery item must exhibit the technical requirements which entitle to bear the CE label for our products.
- (2) If the supplier has received drawings, models, samples or other documents or other specifications from us, the supplier is obliged to comply entirely with all requirements specified therein. But the supplier will check such documents at first carefully for possible discrepancies, and promptly inform us in writing on errors discovered or suspected, in particular prior to start of series production. Otherwise, the supplier can no longer rely on discrepancies/errors at a later date.
- (3) The supplier warrants that it has complied with all safety regulations with respect to the goods. If claims are raised against us from domestic or foreign law for infringement of statutory or official safety regulations, the supplier must reimburse to us the damage incurred as a result including the costs of legal expenses, unless the supplier is not responsible for non-compliance of the respective regulations.
- (4) The supplier is obliged to maintain a Quality Assurance System pursuant to ISO 9001 or a comparable system. The supplier must produce and examine all contractual

items according to the rules of such Quality Assurance System and with test marks according to the regulations required for it. Test records must be kept for 10 years and submitted to us on request. The supplier must bind its suppliers to the same extent within the scope of statutory options. If authorities request from us inspection of the production process and production documentation, the supplier agrees to allow them such inspection on its premises.

- (5) If the supplier delivers software to us and/or produces it for us, it must be delivered in the most recent version at the time of delivery. The software must be programmed such that it corresponds to the most recent state of software programming at the time of delivery. If there is disagreement on the content of IT terms and symbols, quality requirements, format requirements, compliance with the DIN standard effective at the time of contract conclusion is considered to be agreed. On request, the supplier must transmit the relevant DIN standards at any time.
- (6) In the case of delivery of software, a documentation entirely written in German and comprehensible for everyone must be attached, which allows a user with little IT experience to use the software delivered independently after an instruction period of one day.

### **Section 9 Scope of Use for Software Deliveries**

- (1) Unless otherwise agreed, a simple right of use unlimited in time, space and place and an exclusive right of use, if the software has been developed for us, is granted to us by the supplier. The right of use comprises also resale, re-rental and surrender of use within the scope of leasing contracts, the use in networks as well as integration into existing software.
- (2) Decompilation of the provided programme code into other code forms as well as other types of reverse engineering of the software including programme modification by us are admissible for the purpose of elimination of defects, extension of the scope of functionalities as well as integration into existing software.
- (3) Removal of a copy protection or similar protective routines by us are likewise admissible, provided that by this protective mechanism trouble-free use of the programme to the extent specified in paragraph 1 is not impaired or prevented.



- (4) We are entitled to assign the actions mentioned in paragraphs 2 and 3 also to commercially operating third parties, if they are required for the creation, maintenance or functioning of an interoperable programme created independently, and the required information has not been published either or is otherwise accessible, e.g. obtainable from the manufacturer.
- (5) The supplier is obliged to make available to us the necessary interface information for the purpose of establishing interoperability of an independently created computer programme.
- (6) The supplier is obliged to surrender the source code of the software to us. We are entitled to use the source code to the extent that this is required for elimination of defects, adaptation to the operating systems used and other interfaces as well extensions of functionalities.

### **Section 10 Examination for Defects**

- (1) We will examine the goods within an adequate time period pursuant to Sections 377, 381 HGB and notify any defects to the supplier. This is not applicable, if an acceptance has been agreed.
- (2) The notification is made in due time, if it is received by the supplier within a time period of 5 workdays (Monday to Friday), started from receipt of goods, or in the case of hidden defects, as from detection. In this respect, the supplier waives the defence of late notification of defects and the unconditional acceptance.
- (3) In the case of deliveries, the unsuitability of which can only be detected on processing, installation, commissioning or after forwarding, the notification of defects can still be made within one week after processing, installation, commissioning or after forwarding.
- (4) If claims are put forward against us by our customer due to a defect - despite non-compliance with Section 377 HGB - within the scope of raising recourse claims pur-

suant to Section 478 BGB, the notification of defect has still been made in time by us, if the notification of defects has been made by us 1 week after the defect has been put forward by the customer.

- (5) Payment of the purchase price, which might have occurred prior to determination of the defects, does not constitute an acknowledgement that the goods are free from defects and have been supplied according to specifications.
- (6) With receipt of our notification of defects at the supplier, the statute of limitations of warranty claims is suspended until the supplier rejects our claims or declares the defect to be eliminated or otherwise refuses to continue negotiations on our claims.

### **Section 11 Material Defects**

- (1) For our rights in the case of material defects (including wrong delivery and short delivery as well as improper assembly or installation, defective assembly instructions, operating instructions or instructions for use), the statutory provisions are applicable, unless otherwise specified hereinafter.
- (2) As an agreement on quality those product descriptions are valid, which - in particular by designation or reference in our purchase order - are the subject matter of the respective contract or have been integrated into the contract in the same way as the present general Purchase Terms and Conditions. It does not make any difference, whether the product description originates from us, from the supplier or from the manufacturer.
- (3) In the event of defective delivery, we are entitled to request at our option elimination of the defect (rework) or delivery of an item free from defects (replacement delivery).
- (4) The cost incurred by the supplier for the purpose of examination and rework (including any disassembly and assembly cost) shall be borne by the supplier, even if it turns out that actually no defect existed. Our liability for damages in the case of unjustified request for elimination of defects remains unaffected; in this respect, however, our liability is restricted in accordance with Section 13.

- (5) Any return shipment of goods subject to a complaint occurs at the expense and risk of the supplier regardless of the location of the defective goods.
- (6) If the supplier does not fulfil its obligation for subsequent performance within an adequate time period set by us, we can eliminate the defect ourselves or by third parties, and request reimbursement of the expenses incurred for it and/or a corresponding advance payment. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to special urgency, risk to operational safety or threatening occurrence of disproportionate damages), no deadline needs to be set; we will promptly inform the supplier of such circumstances.
- (7) Moreover, in the case of a material defect, we shall be entitled to purchase price reduction or withdrawal from contract in accordance with statutory provisions. In addition, we have a right to claim compensation and a right to reimbursement of expenses pursuant to statutory provisions.

### **Section 12 Defects of Title**

- (1) Statutory provisions shall apply to our rights in the case of defects of title, unless otherwise specified hereinafter.
- (2) The supplier is in particular answerable for the fact that through products delivered by it no third party property rights in countries of the European Community or other countries, where the supplier produces the products or has them produced, are infringed.
- (3) The supplier is obliged to indemnify us from all claims put forward by third parties against us for infringement of property rights, and to reimburse all necessary expenses in connection with such claims, if through products delivered by the supplier third party property rights in countries of the European Community or other countries, where the supplier produces the products or has them produced, are infringed. This claim does not exist, if the supplier proves that it is neither responsible for the infringement of property rights nor should it have been known to the supplier at the time of delivery when applying a merchant's due diligence.
- (4) Our further statutory claims for defects of title of the products delivered to us, in particular withdrawal from contract, remain unaffected.

- (5) The supplier engages itself to promptly inform us, when risks of infringement and alleged infringements come to be known.

### **Section 13 Product Liability**

- (1) Our claims vis-à-vis the contractor for product liability are governed by statutory provisions, unless otherwise agreed hereinafter.
- (2) If the supplier is responsible for a product damage, it must indemnify us from third party claims to the extent that the cause is within its field of control and organisation, and it is liable itself in external relationship.
- (3) Within the scope of its indemnity obligation, the supplier must reimburse expenses resulting from or in connection with third party claims including recalls carried out by us. We will inform the supplier - insofar as possible and reasonable - on content and extent of recall measures, and give the supplier the opportunity to make any statements. Further statutory claims remain unaffected.
- (4) The supplier is obliged to maintain at its own expenses a product liability insurance with a coverage of at least 1 (one) million Euros, which, however, needs not cover the recall risk or punitive or similar damages, unless otherwise agreed on an individual case basis. The supplier will send us any time on request a copy of the liability insurance policy. Our claims against the supplier for producer liability shall be governed by the statutory provisions.
- (5) The supplier's liability also exists in the case of non-responsibility of the supplier, if, due to liability regardless of negligence or fault, claims are put forward against us by reason of this defective delivery item in accordance with domestic or foreign law.

### **Section 14 Other Liability of the Supplier**

Otherwise, the supplier shall be liable in accordance with statutory provisions. This applies in particular to damage claims from culpable breach of contract or tortious act.

### **Section 15 Limitation of Liability**

- (1) Unless otherwise specified in the present general Purchase Terms and Conditions including the following provisions, we shall also be liable for damages in accordance with statutory provisions.
- (2) To the extent that fault is authoritative, we shall be liable for damages - for whatever legal reason - in the case of intent and gross negligence.
- (3) But in the case of minor negligence we shall only be liable
  - a) for damages resulting from injury of life, body or health;
  - b) for damages from infringement of an essential contractual obligation (essential contractual obligations are such obligations the fulfilment of which permits proper performance of the contract at all, and on which the supplier may regularly rely); in that case, however, our liability is restricted to reimbursement of the foreseeable, typically occurring damage.
- (4) The above limitations of liability apply to the same extent vis-à-vis our bodies, legal representatives, employees and vicarious agents.
- (5) The above limitations of liability do not apply in the case of malice and in the case of acceptance of a procurement risk or a quality guarantee.
- (6) Claims according to the Product Liability Act or other mandatory legal liability facts remain unaffected.

### **Section 16 Statute of Limitations**

- (1) The mutual claims of the contracting parties become time-barred in accordance with statutory provisions, unless otherwise specified hereinafter.
- (2) Notwithstanding Section 438 subsection 1 no. 3 BGB, the general limitation period for claims based on defects is 3 years as from passing of risk.

- (3) Claims from defects of title, however, do not become time-barred at all as long as the third party can still put forward the claim against us, in particular for lack of limitation of time.
- (4) If we are also entitled to non-contractual claims for damages due to a defect, the regular statutory statute of limitations shall apply (Sections 195, 199 BGB), unless application of the periods of limitation of the sales law results in a longer period of limitation on an individual case basis.

### **Section 17 Supply of Spare Parts and Adaptation of Software**

- (1) The supplier is obliged to store spare parts for the goods delivered to us including their sub-components for a time period of five years after delivery. This time period starts with handing over and/or acceptance of the delivery item.
- (2) After expiration of the above 5-years-period and/or in case of refusal of spare parts' supply, the supplier is obliged to hand over free of charge the technical documentation and the production documents concerning these parts. Our claims for non-compliance with the obligation for spare parts' supply remains unaffected.
- (3) If the supplier intends to cease production of spare parts for the products delivered to us, the supplier will promptly inform us after its decision on cessation. Subject to paragraph 1, this decision must be at least 9 months prior to cessation of production.
- (3) The supplier ensures that the software delivered by it is maintained during a time period of at least 10 years, in particular that all necessary updates are carried out, and that we will have access to the source code of this software for the time period of at least 10 years.

### **Section 18 Confidentiality**

- (1) The supplier is obliged to keep confidential our purchase order and all associated commercial and technical information, such as for example plans, drawings and technical documents, which it has received from us (business secrets), and not to forward

it to third parties. Without our approval, the supplier shall not be allowed to use, copy, reproduce such information or deliver, make accessible or make it known to third parties. This shall be valid even if corresponding documents are not marked as confidential information.

- (2) The present confidentiality obligation is not valid for information which must be reported to authorities or other public bodies or which is generally accessible to the public anyway.
- (3) The supplier ensures that its employees, consultants, shareholders and others, who become aware of these business secrets, will be obliged in writing to keep our business secrets confidential to the extent described above.
- (4) These obligations continue to be valid after termination of the contractual relationship.
- (5) Products, which have been produced according to documents prepared by us such as drawings, samples, models and the like, according to our confidential data or with our tools or copied tools, must not be used by the supplier itself nor offered or delivered to third parties. This applies analogously also for print jobs.
- (6) Parts, which have been developed or further developed by us in co-operation with the supplier, may only be supplied to third parties with our written approval.

### **Section 19 Means of Production**

- (1) Substances, parts, samples, models and moulds provided by us as well as other means of production remain our property and must be identified with the note "property of Lufft GmbH", and must only be used for the intended purpose. Processing of substances and assembly of parts is made on behalf of us. It is agreed that we are co-owners of the products produced by using our substances and parts in the ratio of the value of the supply to the value of the entire product. Handing over is replaced by the agreement that the goods remain in the supplier's possession up to the agreed upon delivery date, and are kept separately for us.

- (2) Documents of any type, which were made available to the supplier by us, such as e.g. samples, drawings, models, moulds and the like must promptly be returned to us free of charge on our request.
- (3) The supplier is obliged to insure the substances, parts, samples, models, moulds and other means of production sufficiently against all risks, in particular fire and theft, at its expenses, and to provide evidence for conclusion of the insurance on request.
- (4) Our moulds, samples, models, substances, parts and other means of production may only be destroyed with our written approval. The supplier is obliged to transmit in regular intervals and at any time on our request a list of means of production in which we have ownership and/or co-ownership.
- (5) On our request, the supplier must promptly return the substances, parts, moulds, models, supplies or other means of production made available by us, at the latest within one day. If co-ownership of the supplier exists in these items, restitution occurs step by step against remuneration of the co-ownership share. If there is dispute on the amount of the co-ownership share, we can avert a right of retention due to said co-ownership share of the supplier by provision of a suretyship in the amount of the amount in dispute.

#### **Section 20 Applicable Law, Contract Language, Place of Jurisdiction, Written Form**

- (1) The present general Purchase Terms and Conditions and the entire legal relationships between us and the supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) Contract language is German.
- (3) Stuttgart shall have exclusive jurisdiction for all disputes resulting directly or indirectly from the business relationship. We reserve, however, the right to sue the supplier at its general place of jurisdiction.
- (4) Side agreements, reservations, modifications and amendments will be made in writing.



- (5) Legally relevant statements and notifications, which must be made after contract conclusion by the supplier to us, must likewise be made in writing in order to be valid.

### **Section 21 Severability Clause**

- (1) If individual provisions within the scope of co-operation with the supplier are or become invalid, validity of all remaining agreements remains unaffected.
- (2) If a provision of the present general Purchase Terms and Conditions is or becomes invalid, the remaining provisions remain unaffected. The invalid provision is to be replaced by a valid provision which fulfils the purpose of the invalid provision to the greatest possible extent.

Current as of: August 2014