

MARIOFF CORPORATION OY

GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

These General Terms and Conditions of Sale shall be the basis for all supply of HI-FOG® systems, components or services by Marioff to the Purchaser and in this context the following expressions shall have the following meanings:

“Contract”	shall mean the specific written agreement for the sale of goods and services by Marioff to the Purchaser or, if there shall be none, Marioff’s quotation and, when applicable, the written confirmation of order (in either case including their appendixes).
“FAT”	shall mean factory acceptance tests.
“Marioff”	shall mean Marioff Corporation Oy and, when the context shall require, its affiliates.
“Party”/“Parties”	shall refer to Marioff and/or the Purchaser, as the case shall be.
“Purchaser”	shall mean the company, entity or individual described in the Contract.
“Specifications”	shall mean the technical definition and/or description stipulated in the Contract or, in the absence of such stipulation and for all aspects not covered therein, Marioff’s technical definition and/or description in force at the date of the Contract.

2. QUOTATIONS

2.1. Unless otherwise stated, quotations are valid for acceptance within ninety (90) days from their issuance and are subject to confirmation by Marioff at the time of such acceptance. Quotations are submitted for acceptance as a whole based on all their terms and conditions and any reduction or increase in the quoted scope of supply may result in a variation in the price.

3. ENTIRE AGREEMENT, AMENDMENT, SUSPENSION AND CANCELLATION

3.1. Unless otherwise expressly agreed in writing by Marioff, the present General Terms and Conditions of Sale shall be deemed incorporated in all quotations and Contracts for the sale of goods and services by Marioff to the Purchaser. Together with any other warranties, terms, conditions and representations expressly referred to in the Contract and forming part thereof, they represent the complete agreement of Marioff and the Purchaser regarding the sale of the goods and services, superseding all previous agreements, arrangements and understandings, if any, in relation to such sale. There are no promises, terms, conditions, oral or written, express or implied, other than these General Terms and Conditions of Sale and those contained or expressly referred to in the Contract. Any terms or conditions or provisions or any document which conflict with or modify or are in addition to the Contract not signed by Marioff shall not form part of the Contract or apply to the sale and purchase of the goods and services.

3.2. Orders and verbal contracts shall be binding on Marioff only when accepted by the signature of the Contract by Marioff, irrespective of any conditions specified in the Purchaser’s order.

3.3. No Contract may be amended (including by way of changes to the drawings or otherwise), cancelled or suspended except with the approval in writing of both Parties and the effective date of such amendment, cancellation or suspension shall be the date of its written acceptance by both Parties. The Purchaser shall be liable to reimburse Marioff for any costs or expenses incurred by Marioff as a result of such amendment, cancellation or suspension upon receipt of a statement from Marioff regarding same. Cancellation charges shall in no event exceed the price of the items cancelled.

3.4. Marioff’s catalogue, brochures, price lists, reports and recommendations, whether in electronic or any other form, do not constitute offers made by Marioff. All information and data contained therein shall be binding on Marioff only to the extent that they are by reference expressly incorporated in the Contract.

4. SCOPE AND EXECUTION

4.1. The scope of supply and execution shall be specified in the Contract. Goods or services not referred to therein shall be charged additionally.

5. DRAWINGS AND TECHNICAL DOCUMENTATION

5.1. All drawings and technical documentation, relating to the goods or their manufacture, installation or commissioning submitted by Marioff, prior or subsequent to the formation of the Contract shall remain the property of Marioff and shall not, without the written consent of Marioff, be used for any other purpose than that for which they were provided. They may not, without the consent of Marioff, otherwise be used or copied, reproduced, transmitted or communicated to a third party (except

to the end customer of the goods as disclosed by the Purchaser and agreed to in the Contract) or be used for the manufacture, design or any other unauthorised purpose, unless expressly accepted by Marioff.

5.2. At any time before the delivery of Marioff’s final drawings to the Purchaser, Marioff reserves the right to make any necessary alterations to the drawings and technical documentation relating to the goods without prior notice.

5.3. All weight data shall be considered as approximate indications only, unless expressly confirmed as binding by Marioff.

5.4. Marioff shall, within the time specified in the Contract, provide information and drawings which are necessary to permit the Purchaser to operate and maintain the goods. Such information and drawings shall be supplied in the number of copies agreed upon in the Contract or at least one copy of each. Marioff shall not be obliged to provide manufacturing drawings for the goods or for spare parts. Unless agreed otherwise by the Parties, the information and drawings shall be in English.

6. FACTORY ACCEPTANCE TESTS (FAT)

6.1. Testing of the goods before shipment through FAT, when needed or provided for in the Contract, is carried out in Marioff’s facilities, in accordance with Marioff’s test procedure.

6.2. Additional tests may be agreed specifically by the Parties in the Contract and their costs shall be borne by the Purchaser, unless specifically agreed otherwise.

6.3. Marioff shall notify the Purchaser of the date and location of such FAT in reasonable time to enable the Purchaser to be present at the tests if the Purchaser shall wish to be present or represented. If the Purchaser chooses not to be represented at the FAT, Marioff shall send the Purchaser a copy of the test report which shall be final and binding on the Purchaser.

6.4. If on carrying out the FAT, any of the goods shall fail to meet the Specifications, Marioff shall take all such steps as may be reasonably required to remedy the defects. Unless the defect is insignificant, new tests of the defective goods shall be carried out if reasonably requested by the Purchaser.

6.5. The Purchaser shall bear all travelling and accommodation expenses of its representatives in connection with the FAT and shall procure that they comply with all applicable confidentiality and health and safety rules when at the works of Marioff or its suppliers.

6.6. In the absence of FAT as described above, the Purchaser shall examine the goods within a reasonable time and no later than thirty (30) days after receipt, and inform Marioff immediately in writing of all defects and deficiencies for which Marioff is responsible. If the Purchaser omits to do so, the goods shall be deemed to have been accepted.

7. DELIVERY AND RISK

7.1. Unless agreed otherwise by the Parties the goods shall be delivered in accordance with the rules and regulations laid down in Incoterms 2010 and the title and risk in the goods shall pass accordingly. Following delivery terms shall apply (“Delivery”):

- EXW for material only deliveries;
- DAP for deliveries including installation at a site in the EU;
- DAT for deliveries including installation outside the EU;

7.2. The Parties undertake to cooperate in all necessary measures to protect the property in the goods.

7.3. The delivery time shall be as specified in the Contract.

7.4. Partial shipments, transshipment and transloading shall be permitted unless otherwise agreed.

7.5. Marioff undertakes to inform the Purchaser of eventual delays, their causes and duration at the earliest convenience.

7.6. Marioff accepts no responsibility and/or liability for losses caused by delays in delivery, unless previously agreed upon in writing by the Parties and when it can be proved that the delay is solely Marioff’s fault.

7.7. If the Purchaser fails to take delivery of the goods on the date agreed to in the Contract, it shall be liable to Marioff for any loss occasioned by such failure or refusal or any charges thereby incurred by Marioff and/or a charge of 1.5% of the price of such goods per month for their care and custody. Failure by the Purchaser to open applicable payment guarantee (letter of credit, bank guarantee, etc.) as per the agreed dates shall have the same consequences.

8. COMMISSIONING

8.1. The Purchaser shall give at least three (3) weeks prior notice of the commissioning date. If the Purchaser fails to do so, Marioff cannot guarantee resources to be available at the requested time.

8.2. A pre-commissioning report shall be prepared by the Purchaser and returned to Marioff. This report shall verify that the system is ready for commissioning. Marioff must receive the report before any engineers or technicians are sent to the site. Costs incurred by Marioff due to the system not being ready despite a report to that effect shall be charged by Marioff to the Purchaser.

9. PRICES

9.1. Unless otherwise stated in the Contract, prices are net, EXW Kerava, Finland. Insurance and other costs, if any, will be charged additionally. Value Added Tax and similar taxes, levies or duties will be added at appropriate rate, where applicable. The price is further based on prices of materials in effect as of the date of the Contract and is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, market conditions, or the foreign exchange rate.

9.2. The price for installation of the goods is not included in the purchase price unless expressly stated to the contrary in the Contract.

9.3. Unless otherwise agreed, a minimum charge to cover shipping documents costs and other costs (if any) will be applicable for small orders shipped abroad. .

9.4. Marioff reserves the right to increase the price by the amount of increased costs due to changes, corrections or alterations by the Purchaser from the Specifications, information, terms and conditions on which the Contract was based or due to interruptions, delays, errors or mistakes affecting the installation or commissioning and for which Marioff is not responsible.

10. PAYMENT

10.1. Unless specified otherwise in writing by Marioff, payment shall be made by means of letter of credit. Such letter of credit shall be received by Marioff prior to Marioff starting any works. The letter of credit shall be irrevocable, confirmed and payable at sight. All charges for confirmation and amendments shall be for the account of the applicant.

10.2. Unless other payment terms have been expressly agreed to in the Contract, the Purchaser shall pay to Marioff based on the following payment schedule:

- i. when Marioff is supplying only goods and their commissioning:
 - fifteen percent (15%) upon receipt of the order by Marioff;
 - fifteen percent (15%) upon provision of the technical solution by Marioff to the Purchaser;
 - sixty-five percent (65%) upon the main Delivery of the goods;
 - five percent (5%) upon commissioning but in no event later than twelve (12) months from the main delivery.
- ii. when Marioff is supplying installation services or other services in addition to the goods and their commissioning (such as but not limited to turnkey projects), the following payment schedule shall apply:
 - fifteen percent (15%) upon receipt of the order by Marioff;
 - fifteen percent (15%) upon provision of the technical solution by Marioff to the Purchaser;
 - forty percent (40%) upon the main Delivery of the goods;
 - twenty-five (25%) upon completion of the installation;
 - five percent (5%) upon commissioning of the goods but in no event later than twelve (12) months from the main delivery.

10.3. The Purchaser shall not withhold any part of the price whether by reason of set-off, counterclaim or for any other reason. Payment shall be deemed effective when full payment in the agreed currency has been made freely available to Marioff. Time of payment shall be of the essence of the Contract.

10.4. Payment shall also be made if unimportant parts or documents are missing which do not prevent the goods from being used.

10.5. Payment by the Purchaser shall be made within thirty (30) days of the date of Marioff's invoice. If any payment under the Contract shall become overdue, Marioff may (without prejudice to any of its other rights) charge interests on the overdue amount at a rate of one percent (1%) per calendar month both before and after judgment. Payment of such interest does not release the Purchaser from its obligation to make payments on the agreed dates.

10.6. Furthermore, in case of late payment, Marioff may, after having notified the Purchaser in writing, suspend its performance of the Contract until it receives payment.

10.7. If the Purchaser has not paid the amount due within three (3) months, Marioff shall be entitled to terminate the Contract by notice in writing to the Purchaser, to refuse to provide further goods or services to the Purchaser and to claim compensation for the loss it has incurred. The compensation shall not exceed the agreed price.

11. FINANCIAL RISK

11.1. If the Purchaser makes any composition or arrangement with creditors, or goes into liquidation, or if a receiver or administrative receiver is appointed in respect of all or any of the Purchaser's assets or if the Purchaser fails duly to pay for any goods or if any other insolvency proceeding or event is commenced or occurs in relation to the Purchaser or if the financial circumstances of the Purchaser do not justify the payment terms previously agreed, Marioff may either require payment in cash of all or the full outstanding balance of the price before despatch of

the goods remaining to be delivered or may cancel further deliveries and services without prejudice to any other rights or remedies of Marioff.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Copyright and all other intellectual property rights in all literature, manuals and other information supplied by Marioff as part of the goods or in connection therewith shall remain the sole property of Marioff.

12.2. The Purchaser shall indemnify Marioff against all damages, claims, costs and expenses arising out of any infringement or alleged infringement of any patent copyright trademark, registered design or other intellectual property right which Marioff incurs arising out of its compliance with the Purchaser's requirements, customisation or specifications. Marioff shall not be bound to defend any proceedings brought against it by any third party in respect of any such actual or alleged infringement.

13. RETURN OF GOODS

13.1. Goods supplied in agreed quantity and quality may only be returned to Marioff if preliminary agreement to do so exists. Unless stated in such agreement, goods will be credited with invoiced price minus ten percent (10%) to cover administrative expenses and inspection. Marioff reserves the right to further deduct costs for special technical inspection and/or to repair the goods when deemed necessary.

14. WARRANTY

14.1. Marioff warrants that the goods will meet the Specifications.

14.2. Unless specifically agreed otherwise in the Contract, the goods are guaranteed for a period of twelve (12) months from the date of their commissioning or eighteen (18) months from the date of their Delivery, whichever shall be the earlier.

14.3. During the warranty period, Marioff undertakes upon written request of the Purchaser to, at Marioff's discretion, repair, replace or refund the price of any parts of the goods delivered which can be proved to be damaged due to bad material, faults in design, poor workmanship or which fail to meet the Specifications. Defective parts which have been replaced shall be made available to Marioff and shall be Marioff's property.

14.4. The warranty shall not be effective and shall not be relied upon by the Purchaser in the event of:

- i. the goods having been at any time, during the period beginning with their Delivery, stored, handled, transported, installed, maintained or operated in a manner inconsistent with Marioff's then current technical requirements including without limitation its water specifications for use in HI-FOG® systems, the standard instructions (or in the absence thereof, in accordance with generally accepted practices in the industry) or the alleged defect having been caused by accident, neglect or events beyond Marioff's control occurring after Delivery of such goods; or
- ii. normal wear and tear; or
- iii. use or conditions affecting the operation of the goods which are unusual or not reasonably foreseeable in relation to the conditions of use of operation provided for in the Contract; or
- iv. use of the goods in connection with non-Marioff parts, spares or materials which have not been approved expressly by Marioff; or
- v. repairs, alterations or customisation carried out without Marioff's written consent or faulty repairs executed by others than Marioff.

14.5. The Purchaser shall, without delay, and in no case later than twenty-one (21) days after discovering the defect which it believes may constitute a breach of warranty, notify Marioff's After Sales and Services in writing. Such notice shall consist of a duly completed Warranty Claim Form (available from Marioff's After Sales and Services) and any additional information the Purchaser and/or Marioff may deem relevant. Upon Marioff's acceptance of the validity of a warranty claim, it shall issue to the Purchaser a Warranty Acceptance Form. The Purchaser shall, return the goods to Marioff, if so requested. If there is a reason to believe that the defect may cause damage to person(s) or property, notice shall be given immediately after discovering the defect and may be given by phone, fax or e-mail followed by the appropriate complete written notice as described above.

14.6. If the Purchaser fails to notify Marioff of the defect within the time specified above, it shall lose its right to have the defect remedied.

14.7. For valid warranty claims, Marioff shall carry out troubleshooting, dismantling and/or re-installation of the defective part if this, in Marioff's opinion, requires special knowledge. If such special knowledge is not required in Marioff's opinion, Marioff shall have fulfilled its obligation in respect of the defect when it delivers a duly repaired or replacement part to the Purchaser EXW Kerava, Finland. If troubleshooting, dismantling or re-installation of parts necessitates an intervention in equipment other than the goods (which the Purchaser shall

arrange to have carried out), the labour and cost incurred thereby shall be borne by the Purchaser.

14.8. Unless otherwise agreed, transport and customs brokerage costs of defective parts to and from Marioff shall be for the Purchaser's account and risk and if troubleshooting, dismantling or re-installation, repair or replacement is carried out at the location of the defective parts then Marioff shall be entitled to full compensation for travel, accommodation and labour incurred in travel to and from such location. Such compensation shall be determined in accordance with the then applicable provisions of Marioff's Field Service Rate Schedule.

14.9. If the Purchaser gives notice of a defect and no defect is found which the warranty covers, Marioff shall be entitled to full compensation for the work and costs incurred by reason of the notice having been given wrongly.

14.10. The Purchaser shall provide Marioff free of charge with all necessary access and other facilities and all information required to enable Marioff to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

14.11. The provision of the foregoing warranty are given in lieu of and replace, exclude and extinguish all and every other condition or warranty on the part of Marioff, written or oral, whether express or implied by statutes, convention, code or decree, regulation, common law, trade usage, custom or otherwise. Furthermore, the Purchaser expressly acknowledges that except as provided herein Marioff has neither made nor makes any affirmation, representation or warranty in relation to the goods on which it seeks to rely, and the Purchaser shall rely alone on such test approvals as have been issued by regulatory or testing authorities and such other tests (if any) it has carried out itself.

14.12. If twenty-one (21) days after the expiration of the warranty period the Purchaser has made no specific written claim under the terms of the warranty, Marioff shall be released from such warranty obligations.

14.13. Marioff shall not give a system warranty unless such system was commissioned by Marioff itself or a company duly authorised by Marioff.

15. LIMITATION OF LIABILITY

15.1. Marioff will indemnify the Purchaser against liability or loss incurred by the Purchaser for bodily injury, death of a person or property damage to the extent caused directly by the goods or the negligence of, or breach of Contract by Marioff during the performance of the work, but not to the extent that the loss or liability was caused by others.

15.2. Notwithstanding anything to the contrary herein or in any quotation, purchase order or Contract and to the fullest extent permitted by law, the aggregate liability of Marioff and its affiliates, officers, employees and representatives to the Purchaser, whether in contract, tort (including negligence) or otherwise, will be limited to the price stipulated in the Contract and shall exclude any indirect, consequential, special or economic loss, loss of profit, loss of use, loss of contracts, cost liability, damages or expenses howsoever arising. Marioff will not be liable to the Purchaser for any breach of its obligations unless written notice of the claim is given to Marioff within one (1) year of the Purchaser having notice of the event forming the basis for the claim.

15.3. If a claim for damages is lodged by a third party against one of the Parties, the latter Party shall forthwith inform the other Party in writing.

16. ANTICIPATED NON-PERFORMANCE

16.1. Notwithstanding anything else to the contrary herein or in any quotation, purchase order or Contract regarding suspension, each Party shall be entitled to suspend the performance of its obligations where it is clear from the circumstances that the other Party will not be able to perform its obligations. A Party suspending its performance shall forthwith notify the other Party thereof in writing.

17. FORCE MAJEURE

17.1. No Party shall be in breach of any of its obligations or be liable to the other Party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to, strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

17.2. The Party claiming to be affected by force majeure shall notify the other Party in writing without delay on the intervention and cessation of such circumstance.

17.3. If force majeure prevents the Purchaser from fulfilling its obligations, it shall compensate Marioff for expenses incurred in manufacturing, delivering, securing and/or protecting the goods.

17.4. Either Party shall be entitled to terminate the Contract by notice in writing to the other Party if performance of the Contract is suspended due to an event of force majeure as defined herein for more than six (6) months.

18. PROTECTION OF PERSONAL INFORMATION AND PRIVACY

18.1. To the extent that the products and/or services being provided require the collection of Personal Information (information and data exchanged in connection with the Contract subject to these Terms that is related to any identified or identifiable natural person or, to the extent of a conflict with applicable law, which is subject to any applicable data privacy laws) to function as intended, both parties will comply with applicable data privacy laws as pertaining to Personal Information processed in connection with activity under the Contract subject to these Terms. The Parties will take all reasonable commercial and legal steps to protect Personal Information against undue disclosure.

18.2. If Purchaser provides Marioff with any Personal Information, Purchaser will ensure that it has the legal right to do so. Purchaser will provide notice to the individuals whose Personal Information it has provided to Marioff prior to providing it to Marioff. Marioff may share Personal Information with Marioff's service providers but only in accordance with applicable data privacy laws and with appropriate protections in place. Marioff may store Personal Information on servers located and accessible globally by UTC entities and their service providers with appropriate protections in place.

18.3. To the extent that Marioff processes Personal Information under the Contract, Marioff will retain the Personal Information for the term of such agreement and thereafter as may be required by such agreement, to protect Marioff's legal rights, or as may be required or permitted by law and/or audit requirements. To the extent that Marioff processes the Personal Information for purposes separate and apart from the Contract, Marioff serves as a controller and assumes legal obligations as a controller, including for defining the appropriate retention period.

18.4. If the Personal Information is involved in a Data Breach Incident (set of circumstances that involve actual or a reasonable possibility of unauthorized access to or possession of, or the loss or destruction of, Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the party making the notification shall make reasonable efforts to coordinate with the other party to allow for input into the content of a notification before it is made.

18.5. While performing under the Contract, if a Party learns of any: (i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The Parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings.

18.6. Marioff has a privacy notice for [websites](#) which describes Marioff's practices related to personal information collected through its websites, unless there is a separate privacy notice for the website or mobile application. Marioff has a separate [General Privacy Notice](#) that covers personal information that Marioff may collect and process separate and apart from its websites and mobile applications.

19. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

19.1. If Purchaser transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Marioff or works and services (including all kinds of technical support) performed by Marioff to a third party, Purchaser shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Purchaser shall comply with the (re-) export control regulations of Finland, the European Union and of the United States of America.

19.2. Prior to any transfer of goods, works and services provided by Marioff to a third party Purchaser shall in particular check and guarantee by appropriate measures that:

- i. there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargoes;
- ii. such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if

and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;

- iii. the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

19.3. If required to enable authorities or Marioff to conduct export control checks, Purchaser, upon request by Marioff, shall promptly provide Marioff with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Marioff, as well as any export control restrictions existing.

19.4. Purchaser shall indemnify and hold harmless Marioff from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Marioff for all losses and expenses resulting thereof.

20. JURISDICTION AND APPLICABLE LAW

20.1. Any quotation, purchase order and Contract between the Parties and the present General Terms and Conditions of Sale shall be governed by Finnish law (unless otherwise expressly agreed), excluding its rules for choice of law and the application of the United Nations Convention on Contracts for the International Sale of Goods.

20.2. Any dispute, controversy or claim relating to or arising from any quotation, purchase order or Contract and the present General Terms and Conditions of Sale or their breach, termination or validity and which has not been settled by the negotiations of the Parties shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. In all other respects the Arbitration Act of Finland shall govern. Arbitration proceedings shall take place in Helsinki, Finland and be conducted in English. The award shall be fully enforceable and not be subject to appeal.

20.3. Alternatively, Marioff shall have the right to raise a claim against the Purchaser in the Finnish Courts or at the Purchaser's domicile as it may consider appropriate.

20.4. This Clause shall survive the termination of the Contract between Marioff and the Purchaser and be fully binding.

21. VALIDITY

21.1. Should any provision hereof be held as invalid, illegal or unenforceable in any jurisdiction and in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the Parties undertake to implement all efforts necessary to amend, supplement or substitute any such invalid, illegal or unenforceable provisions with valid provisions producing as nearly as possible the economic result previously intended without renegotiation of any material terms or conditions.