

General terms of delivery and payment Floricultura B.V.

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Listed with the Chamber of Commerce under number: 34061322, having its registered office in Heemskerk, the Netherlands. In the event of conflicts between the Dutch version and the translation the Dutch version will prevail.

Article 1 Definitions

1. 'Seller' refers to: the natural or legal person engaged in supplying products as indicated in Article 1.3 and in concluding transactions regarding such products, in the broadest sense, including the purchase and sale of products, and sale of products sown or cultivated by the Seller, tissue culture products and reproducing flowers or plants.
2. 'Buyer' refers to: the natural or legal person with whom the Seller enters into any agreement regarding the products stated in Article 1.3.
3. 'Product' or 'products' refers/refer to: cultivation material and/or plants from tissue culture, ornamental and horticultural plants, cultivation, as well as horticulture materials in the broadest sense, such as fertilizers, culture media and other products.
4. 'Parent Material' refers to: the original plant material provided by the Buyer for executing the agreed services.

Article 2 Applicability

1. Only these General Terms apply to all offers, order confirmations, sales, deliveries, agreements and the execution thereof regarding the products.
2. Any terms of the buyer, regardless of the type or name, are not applicable, unless expressly agreed in writing.
3. Divergent provisions must be agreed expressly and in writing. To the extent that these provisions do not replace the provisions of these General Terms, these provisions will be deemed to supplement these terms.

Article 3 Order Confirmations and Prices

1. All quotes and offers, in whatever form, are non-binding unless otherwise agreed in writing. Offers and quotes will remain valid for a maximum of 30 days, unless otherwise agreed in writing.
2. The agreement is deemed to have been concluded by the Buyer's acceptance in writing of the order confirmation. If the Buyer accepts an order confirmation, the Seller has the right to revoke the order confirmation in writing within eight days of receipt of the Buyer's acceptance.
3. For transactions for which no quote or offer or order confirmation is sent because of their nature or volume, the invoices are deemed to reflect the agreement fully and correctly, save for a complaint by the Buyer within 2 working days.
4. Floricultura reserves the right to refuse orders without stating reasons.
5. Floricultura reserves the right to request advance payment or additional security from the Buyer that both the payment obligation and other obligations will be met.
6. Unless otherwise agreed in writing Floricultura's prices are:
 - Based on delivery ex works, warehouse or other storage space of Floricultura's company
 - Exclusive of VAT, import duties, other taxes, government and other public law levies and duties.
 - Exclusive of the costs of packaging, loading and unloading, administrative handling and drawing up of documents, transportation and insurance;
 - Exclusive of costs of quality control and/or phytosanitary inspection,
 - Exclusive of breeders' right's fees or other fees,
 - in euros (EUR) unless otherwise stated.

If no price has been agreed, the Seller's price at the time of delivery will be decisive.

7. The Seller has the right to adjust the price, in accordance with the requirements of reasonableness and fairness, to a level to be determined by the Seller, if the Seller's expenses have increased significantly since the price was set.

8. Upon cancellation by the Buyer of the agreement in whole or in part the Buyer will owe with immediate effect a percentage of the sales value of the products to be supplied exclusive of VAT, pro rata to the cancelled volume, in accordance with the table below, by way of cancellation fee.

- Upon cancellation more than one year before delivery: 10%
- Upon cancellation within one year before delivery: 20%
- Upon cancellation within three quarters before delivery: 30%
- Upon cancellation within two quarters before delivery: 40%
- Upon cancellation within one quarter before delivery: 50%

9. Regardless of Article 3.8 the Buyer will still be liable for the present and future loss sustained by the Seller due to the full or partial cancellation if such loss exceeds the cancellation fee.

10. Both the Buyer and the Seller are under the obligation to limit the loss due to cancellation as much as possible.

11. The Seller has the right to engage others in executing the agreement if the Seller so deems necessary or desirable to execute the agreement properly.

Article 4 Reservations on Sale

1. Orders for products for which material has to be purchased from the Buyer that is not yet fully grown at the time of purchase will be accepted by the Seller subject to the normal cultivation average of good plant material with a good appearance.
2. Complete or partial failure of the cultivation or harvest of products or partial spoilage during storage for any reason will release the seller from the obligation to deliver and its other obligations, unless attributable to an intentional act or gross negligence on the part of the Seller.
3. If the delivery of a variety that has been ordered is not possible for any reason, the Seller will have the right to supply another variety, or to cancel the order. The Seller will, in consultation with the Buyer, make an effort to deliver a variety that is equivalent as much as possible. This replacement delivery will take place on the same terms as originally agreed. If the Buyer does not accept another variety, the Buyer has the right to cancel the order of this variety. If the order of the unavailable variety is part of a larger agreement, then the cancellation referred to above pertains only to the unavailable variety and the other parts of the agreement remain in effect. If delivery of another variety has been agreed, the Buyer does not have the right to receive compensation for damage or to terminate the agreement.

Article 5 Delivery and Transportation

1. Delivery is ex works, unless otherwise agreed.
2. Transportation and shipment should be efficient. If the Buyer does not require a specific means of transportation, the Seller will choose the most common mode of transportation with due care. The costs of transportation will be paid by the Buyer unless otherwise agreed.
3. Upon delivery the risk in the products and everything associated with the products will pass to the Buyer.
4. The Seller and the Buyer determine the delivery date by mutual agreement. The delivery term will always be by approximation and can never be considered fatal. If a delivery date has been agreed, the Seller will seek to realise that date. If the Seller cannot deliver on the agreed date or within the agreed term, it will notify the Buyer as soon as possible. The parties will then determine a new date for delivery. This new date for delivery will immediately be considered the agreed delivery date.
5. The Seller has the right to deliver in instalments (partial deliveries), which the Seller will always invoice separately.

6. If the Buyer takes receipt of the products ordered before the agreed delivery date or term as referred to in paragraph 4, the risk will be entirely for the Buyer.

7. If the Buyer takes receipt or wishes to take receipt of the products ordered after the agreed delivery date, the risk of any loss of quality due to longer storage will be entirely for the Buyer.

8. Any extra costs due to taking earlier or later delivery of the products as referred to in paragraphs 6 or 7 will be paid by the Buyer.

9. If the Buyer has not taken receipt of the products ordered after expiry of the agreed delivery term, the Buyer will bear the risk of any quality loss due to longer storage. The products ordered will be at the Buyer's disposal and will be stored at the Buyer's risk and expense. If, however, after expiry of a limited storage period, which is reasonable given the type of product, the Buyer has not taken receipt and the risk of loss of quality and/or spoilage of the products leaves no other option, the order will be deemed to have cancelled by the Buyer. The Buyer will be liable for the loss sustained by the Seller as a result.

10. The Seller receives the right not to execute orders if the Buyer did not pay for previous deliveries within the agreed payment term. The Seller is not liable for any loss of the Buyer due to non-delivery. The Buyer must be notified in time of the exercise of this right.

Article 6 Packaging/Carts/Pallets

1. Single-use packaging can be charged and will not be taken back.

2. All packaging, except single-use packaging, remains the property of the Seller.

3. The Seller has the right to charge the Buyer an agreed user fee for reusable packaging and other durable materials, which fee will be specified separately in the invoice. If charged, such fee will be credited after the materials have been returned in undamaged condition.

4. Within 30 days after delivery or immediately after planting, the Buyer must return the packaging to the Seller at its own expense and in good condition and under the proper hygienic conditions. If it has been agreed that the Seller will collect the packaging, the Buyer must see to it that the packaging remains in good state and under the proper hygienic conditions and store it so that the Seller can collect it in a normal manner.

5. The Buyer may not continue to use or allow third parties to use the packaging.

6. If carts, rolling containers or reusable pallets have been delivered with the products, then the Buyer must return identical carts, rolling containers or reusable pallets with the same manner of registration (such as chip or label) within one week, unless agreed otherwise. The Buyer may not keep these for his own use or allow third parties to make use of them.

7. In the event of damage or loss of reusable packaging, carts, rolling containers, pallets, etcetera the Buyer must reimburse the Seller for the repair or replacement costs and also pay any extra rent as a result of late return.

Article 7 Payment

1. The Seller has the right to request an advance on the invoice amount from the Buyer.

2. Payment must be made within fourteen days of invoice by means of payment or transfer to a bank account designated by the Seller, unless otherwise agreed. The value day stated on the Seller's bank statement will be decisive and is thus regarded as the day of payment.

3. All payments made by the Buyer will primarily go towards the payment of any interest due and costs of collection incurred by the Seller and then towards payment of the oldest outstanding invoices.

4. The Buyer does not have the right to deduct or set off any counterclaim against the purchase price to be paid.

5. The Buyer does not have the right to suspend its payment obligation if the Buyer has filed a complaint with the Seller about the products delivered unless the Seller expressly agrees with such suspension. For suspension the Seller may request additional security from the Buyer.

6. All payments will be made at the Seller's offices or by deposit or transfer into a bank account designated by the Seller.

7. Payment must be made in Euros (EUR) unless otherwise stated on the invoice. In that case the Seller has the right to charge any exchange rate differences to the Buyer.

8. If the Buyer does not meet its payment obligation stated in paragraph 2 of this article in time, the Buyer will be deemed in default by operation of the law. In that case the Seller has the right to charge interest at 1% per month from the date on which the Buyer was in default on the payment obligation referred to in paragraph 2, with a portion of a month being counted as a whole month. The Seller also has the right to charge the exchange rate loss sustained as a result.

9. If the Buyer is in default or otherwise fails to comply with one of its obligations, the Buyer will pay all reasonable legal and extrajudicial costs of obtaining satisfaction.

10. The Seller reserves the right to not carry out, or no longer carry out, orders or agreements if previous deliveries have not been paid for by the Buyer or the Buyer has not fulfilled or is at risk of not fulfilling its obligations to the Seller. The Buyer is required to pay the loss sustained by the Seller as a result. The Seller is not responsible for any loss sustained by the Buyer due to non-execution of orders.

11. If after conclusion of the agreement learns of circumstances that are valid reasons to fear that the Buyer will not comply with its obligation to pay the purchase price, the Seller has the right to request security for payment as long as payment has not been made to the Seller's satisfaction and

- a. To suspend delivery, or
- b. To terminate the agreement by giving notice of termination if the Buyer has not provided security for payment within 14 days after receiving a notice of demand, without prejudice to the Seller's right to recover its loss from the Buyer. In that case the price of any products already delivered or services completed will become immediately payable.

12. Buyers located in EU Member States other than the Netherlands will notify the Buyer in writing of the required VAT identification number. The Buyer will furthermore provide all data and documents that the Seller requires as proof that the products have been delivered in another EU Member State than the Netherlands. The Buyer indemnifies the Seller against any claims arising from and all negative consequences of the Buyer's non-compliance or incomplete compliance with the provisions of this paragraph. The Seller reserves the right to increase the price due by the Buyer by the VAT rate that would apply to the delivery concerned in case of the delivery within the Netherlands.

Article 8 Force Majeure

1. Force majeure refers to any circumstance outside the direct sphere of influence of the Seller, as a result of which fulfilment of the agreement can no longer be reasonably expected. This may include strikes, sickness, transportation problems, disruptions in the energy supply, disruptions in production, fires, extreme weather conditions, hail damage, frost damage or storm damage, government measures, diseases and plagues, growth disorders of the one part, and faults in the materials supplied to the Seller of the other, both at the Seller's and at third parties acting as suppliers. Force majeure furthermore includes the unsuitability of the materials supplied or part therefore due to diseases or other circumstances that cannot be recognised and/or cannot be fought or against which no cultivation measures can be taken.

2. If the Seller cannot execute the agreement due to force majeure, the Seller must notify the Buyer as soon as possible in writing of the circumstances.

3. If the Seller cannot supply the volumes ordered due to force majeure, it has the right to reduce and/or suspend the volumes to be delivered. In that case the Buyer has the right to dissolve the agreement, after consultation with the Seller, in the event of essential variations from the agreed volumes.

4. In the event of force majeure, the obligation to supply may lapse or be suspended, such at the Seller's choice – after consultation with the Buyer.

Article 9 Unforeseen Circumstances

1. In the event of unforeseen circumstances on the part of one of the parties that are so serious that, in view of the requirements of reasonableness and fairness, the other party may not expect that the concluded agreement will remain in effect unchanged, the one party will inform the other party about the unforeseen circumstances in writing and the parties will consult about a change of the agreement or about the complete or partial dissolution of the agreement.

2. If the parties cannot agree on a change or dissolution within 10 days after the written notice of the circumstances in question, either of the parties may apply to the court deemed competent by virtue of article 14.

Article 10 Guarantees and Complaints

1. The Seller guarantees that the products to be delivered under the agreement comply with the requirements set out in the applicable regulations of the Dutch inspection authorities in effect at the time of concluding the agreement.

2. The Seller guarantees that the type and variety of the flora supplied are true. Any minor and/or usual variations will never be reason for complaints. However, the Seller will not guarantee the trueness to variety of the products that are generally known to branch back.

3. The Seller does not guarantee the growth and blossoming of the products delivered as this depends on elements outside the Seller's control.

4. The Buyer will always be provided with all requested cultivation information by or on behalf of the Seller, to the best of the Seller's knowledge and ability, but always without any liability on the Seller's part.

5. The Seller registers the crop protection products that it uses in its own records. Copies of this registration will be made available to the Buyer upon request.

6. Complaints regarding visible defects, including those regarding the quantity, size or weight of the products delivered, must be filed with the Seller within two days after delivery and the Seller must be informed in writing within eight days. After expiry of this two-day term the Buyer will be deemed to have approved the products delivered or the invoice respectively. After expiry of this term complaints will no longer be taken under consideration.

7. Complaints about non-visible defects must be filed with the Seller immediately (and at any rate within two days) upon detection and be confirmed in writing to the Seller within eight days, to enable the Seller to (cause others to) verify the correctness of the complaints on site.

8. If the Seller declares complaints about products delivered valid, the compensation for any loss sustained by the Buyer will not exceed the invoice value of the individual deliveries to which the complaints refer. The Seller will never be liable for any form of consequential loss, loss of turnover or loss of profits.

9. Complaints must at least include:

- a. A detailed and accurate description of the defect;
- b. The storage location of the product to which the complaint refers;
- c. A statement of the facts that can be used to determine that the products supplied by the Seller and the products rejected by the Buyer are the same.

10. If pursuant to the provisions of this Article the Buyer rejects products supplied, and the Buyer and the Seller cannot reach agreement on an amicable settlement, the Buyer must engage an independent, officially recognised

expert, who will draw up an expert's report. The costs of the expert's report will be paid by the Seller if rejection is justified, and by the Buyer, if rejection is not justified. These costs should always be advanced by the Buyer.

11. Complaints about part of the products delivered can never be reason for rejection by the Buyer of the entire delivery.

12. The Buyer is under the obligation to (cause others to) check the quantity of the shipment delivered immediately on receipt, and to notify the Seller of any deficits found in accordance with this Article. The volume or quantity stated on the freight note, delivery note or any other document authenticated for that purpose will be regarded as correct, unless immediately upon detection by the Buyer shortcomings have been noted on the delivery receipt in question.

13. Filing a complaint does not suspend the Buyer's payment obligation, regardless whether or not such complaint is valid.

14. Deliveries may be returned only with prior written consent on the terms to be determined by Floricultura.

Article 11 Liability

1. The Seller accepts no liability whatsoever, unless in one of the cases specified in this Article. In such a case, the liability of the Seller will be limited to the amount of the invoice. In no event whatsoever will the Seller be liable for any form of consequential loss, loss of turnover or loss of profits.

2. The Seller does not guarantee and cannot be held liable for the growth and flowering of the products delivered as these depend on elements outside the Seller's control.

3. The Seller is not liable for any defects if at the time of delivery of the products in question the Seller could not prevent the occurrence of such defects given the state of the art and science at the time regarding the reproduction the product type concerned using the tissue culture method.

4. The Seller is not liable for damage caused by harmful germs, insects and plagues, viruses and bacteria in the products supplied.

5. Any advice and information supplied by the Seller are provided always to the Seller's best knowledge and ability, without any liability on the Seller's part.

6. The Seller is not liable for loss caused by force majeure as referred to in Article 8.1.

7. The Seller is not liable for any loss or damage caused by the use of the products supplied or the unfitness for the purpose for which the Buyer has bought the products.

8. Merely by taking receipt of the products supplied by or on behalf of the Buyer the Seller will be indemnified against any claims of the Buyer and/or third parties for payment of compensation, regardless whether the loss or damage was caused by the composition and/or production defects or any other cause.

9. Any liability for late delivery by the Seller is hereby excluded unless the delivery date as agreed in the last sentence of Article 5.4 is exceeded by more than fourteen days. In the event of excess of that delivery date by more than fourteen days, the Seller must be given a written notice of default in which the Buyer must set a reasonable term for the Seller to meet its obligations.

10. In the event of complaints compensation will be paid only if the complaints have been filed in accordance with Article 10, are held to be valid and the Seller has been negligent or culpable. Moreover, compensation will be limited to the part of the products supplied to which the complaint pertains.

11. In the event of a partial failure of the cultivation at the Buyer as a result of the delivered products, then, if the Seller is required to pay compensation for damage by virtue of paragraph 10 of this Article, the compensation payable by the Seller will not exceed the percentage of the invoice value that equals the failed portion of the cultivation. If, when the damage is reported, the Seller and the Buyer jointly determine or an independent third party designated by the parties determines the percentage of divergent, diseased or weak plants, this percentage will determine the Seller's maximum liability.

12. Any compensation agreed may not be set off by the Buyer and does not entitle the Buyer to not paying outstanding invoice amounts or not in time.

13. Both parties are under the obligation to limit any damage as much as possible.

Article 12 Retention of Title

1. All products delivered and to be delivered to the Buyer, and the products arising therefrom, regardless of the stage of the cultivation process, remain the Seller's sole property until all the Seller's current and future claims against the Buyer, including at any rate the claims referred to in Section 3:92.2 Dutch Civil Code, have been paid in full.

2. In the event of the Buyer's bankruptcy, liquidation, suspension of payments, or death, if the Buyer is a natural person, Floricultura will have the right to cancel orders in whole or in part without any notice of default or judicial intervention being required, and to reclaim the part of the products supplied that has not been paid.

3. As long as title to the products has not passed to the Buyer, the Buyer may not pledge the products, or grant any other rights to the products to third parties, with the exception of resale or use of the products in the Buyer's normal conduct of business. In the event of breach, the purchase price of all products delivered by the Seller or to be delivered will become payable immediately and in full. The Buyer undertakes to cooperate in the creation of a pledge on the claims that the Buyer acquires or will acquire against its buyers on account of onward supply.

4. The Buyer is required to keep the products that have been delivered subject to retention of title with due care and identifiable as the Seller's property.

5. The Seller has the right to repossess the products delivered subject to retention of title, and still located at the Buyer's if the Buyer fails to comply with its payment obligations, or is in or at risk of being in payment difficulties. The Buyer hereby already authorises the Seller irrevocably to access the parcels of land or greenhouses where the products delivered are located or to have others charged with repossession do so. The Buyer will always grant the Seller free access to its premises and/or buildings to inspect the products and/or exercise the Seller's rights.

6. To the extent that any goods and/or products are in the Seller's possession that should be regarded as the Buyer's property, including any parent material supplied as well as any tissue culture products paid by the Buyer, the Seller has the right to keep such goods and/or products until all amounts due by the Buyer at any time have been paid in full.

7. By way of security for payment clearing all Floricultura's claims, on whatever account, the Seller will furthermore acquire a nonpossessory pledge – by the arising of the claim – on all the products supplied and products into which the products supplied have been incorporated or of which they form part. To this end the order or order confirmation signed by the Buyer will be regarded as the nonnotarial deed as referred to in the law.

Article 13 Protection of varieties pursuant to contracts or breeders' rights

1. Propagation material and plant material of varieties that are protected by plant breeders' rights that was applied for or granted in the Netherlands and/or any other country, or by a contractual perpetual clause, may not be used for further propagation of that variety. Moreover, illegally propagated propagation material and plant material may not be:

- a. processed for the purpose of propagation;
- b. put into circulation;
- c. further traded;
- d. exported; and/or
- e. imported, or held in stock for one of the above purposes.

2. The products delivered may only be used by the Buyer for the cultivation of finished products on the Buyer's premises. A finished product may only be sold by the Buyer under the relevant variety name or brand name, if applicable.

3.a. Without the Seller's consent, the Buyer shall not be permitted to export the delivered products, either directly or indirectly, to customers who are not established in a Member State of the European Union.

3.b. Sanctioned countries

- Floricultura complies with the regulations imposed by the OFAC (Office of Foreign Assets Control) and the EU with regard to sanctioned countries. Based on these regulations, Floricultura conducts no or only limited transactions with countries in the list of sanctioned countries.
- The Buyer is prohibited from subsequently selling the delivered goods to a sanctioned country described on the OFAC website, by means of the chain clause imposed by the EU and OFAC.
- Floricultura takes no responsibility if the Buyer nevertheless resells the delivered goods to a sanctioned country.
- Floricultura is entitled to withdraw an offer if it suspects that the regulations regarding sanctioned countries are being violated.

4. Within a period of five (5) years after the last transaction with the Seller, the Buyer shall not obtain any plants or plant material of the varieties that are or were grown by the Seller from third parties. Neither is the Buyer permitted to propagate these or engage third parties to propagate these.

5. If the Buyer discovers a mutant in the protected variety, the Buyer shall immediately inform the breeder and the Seller of this in writing.

6. At the request of the holder of the breeders' rights or the Seller, the Buyer shall, upon receipt of such a request, hand over the test material of the mutant to the holder of the breeders' rights and the Seller, free of charge.

7. The party to discover a mutant, this being an essentially derived variety, may not capitalise on the mutant for commercial purposes or make any other use whatsoever of the mutant that is reserved for the holder of the breeders' rights as referred to above without the consent of the holder of the breeders' rights to the "parent variety".

8. If the Buyer has reason to doubt whether a variety obtained by it from a third party or a variety grown by it is identical to a variety grown by the Seller and protected by plant breeders' rights or by a contract, the Buyer shall make available the plant material of the variety obtained by it from the third party and/or a variety grown by it to the Seller for the purpose of testing.

9. The Buyer shall grant permission to wholesalers, auctions, importers and/or exporters to provide information to the breeder and the Seller, on request, regarding the quantity of harvested product that the Buyer trades of the varieties grown by the Seller. In addition, the Buyer shall provide auctions with specific permission to provide information to the holder of the breeder' rights and the Seller concerning the quantity of product from the Buyer and its affiliates that is traded at the auction under the code referred to as 'Other'.

10. The holder of the breeders' rights and the Seller shall be entitled to enter the premises of the Buyer's company and that of its affiliated companies, as well as its cultivation sites, for the purpose of investigation in order to assess whether the Buyer is infringing the rights of the holder of the breeders' rights and/or is fulfilling its obligations vis-à-vis the Seller.

11. Any Buyer who violates any of the provisions of Clause 13 shall owe the Seller a penalty of EUR 25,000 for each violation and EUR 1,000 for each day that the violation has continued without prejudice to the Seller's right to full compensation and without prejudice to the Buyer's obligation to comply with the violated provision. 14. Any possible claim for compensation under these general terms and conditions will become time-barred if and as soon as one year has expired since the delivery of the products concerned, if the claim for compensation has not been filed with the Seller in writing.

15. The Buyer is required to ensure that the end users of the product are informed properly and adequately about the fact that the products that they buy, either the seeds or the products produced therefrom, are not fit for consumption by either man or animal. The Buyer indemnifies the Seller against claims by end users for loss and damage caused by the improper use of the seeds, cuttings, and/or products produced therefrom, which is due to the Buyer's providing inadequate or insufficient information to the end users.

Article 14 Governing Law and Dispute Resolution

1. All agreements to which these general terms and conditions apply in whole or in part are governed by Dutch law.
2. All disputes (even those deemed as such by just one party) regarding or arising from agreements between the Seller and the Buyer, to which these general terms and conditions apply, can be settled by the Dutch court having jurisdiction in the area in which the Seller has its registered office. The Seller furthermore has the right at all times to summon the Buyer to appear before the court having jurisdiction by law or under the applicable international convention.
3. The Seller has the right to have the dispute settled by arbitration, in which case the Seller will notify the Buyer. In that case the Buyer has one month to decide that the dispute will be settled by the Dutch court.
4. In the event that the dispute is resolved by arbitration, three arbitrators will give an award based on reasonableness and fairness. Each party will appoint one arbitrator, who will then jointly appoint the third arbitrator. The costs of the arbitrators and their fees will be paid by the parties in the manner determined by the arbitrators. Insofar as the above provisions do not deviate therefrom, the provisions of Book IV of the Code of Civil Procedure apply.

Article 15 Final Provision

1. If and to the extent that any part or provision of these general terms and conditions conflicts with any mandatory provision of Dutch or international law, it will be regarded as not having been agreed, while the remaining provisions will still be binding on the parties. The parties will then consult to agree on a new provision that is in accordance with the relevant laws and approximates the parties' intention as closely as possible.