

## General Terms and Conditions of Purchase (“GTCs”)

of

**AURORA Konrad G. Schulz GmbH & Co. KG**

**(AURORA Group)**

**hereinafter referred to as “AUG”**

**Updated February 2026**

### **1. Application**

- 1.1 These GTCs shall apply without exception for all business relationships between “AUG” and/or the aforementioned companies of AUG Group (hereinafter individually and jointly: “AUG”) and suppliers of goods or services (hereinafter jointly: “Supplier(s)”). Even if not expressly referred to, they shall always form an integral part of all contracts with a supplier. Any conflicting or differing terms of the supplier shall be excluded without exception unless agreed to by us in writing on a case-by-case basis. The exclusion shall also apply if we do not reject any differing terms and/or unreservedly accept any deliveries or services.
- 1.2 These GTCs (as amended) are available for downloading at [www.aurora-eos.com](http://www.aurora-eos.com). The English and German versions may be requested at any time [www.aurora-eos.com](http://www.aurora-eos.com). In case of ambiguities or inconsistencies, the German version shall prevail.
- 1.3 For any international trade, pursuant to Article 8 of the United Nations Convention on Contracts for the International Sales of Goods (CISG = UN Sales Convention), these GTCs are available for downloading by the supplier at [www.aurora-eos.com](http://www.aurora-eos.com) as part of the entire legal relationship with the supplier. Notwithstanding this, AUG offers to forward or hand over these GTCs if requested by the supplier.

## **2. Principle for the supply of vehicle products**

- 2.1 AUG is a manufacturer of safety and function-relevant HVAC systems for vehicles (vehicle products). AUG and the suppliers, under their own and joint responsibility, shall be subject to the legal provisions to only introduce or supply the market with safe products.
- 2.2 Unless expressly stipulated otherwise in the GTCs, any products and services not intended for vehicle products, shall be subject to the general statutory provisions and contractual agreements.

## **3. Agreed quality, product modifications**

- 3.1 The supplier shall check all order information (specifications) contained in the quality agreement provided by AUG. The supplier shall immediately point out any concerns and coordinate any modifications with AUG. Within the quality agreement, AUG and the supplier shall specify the order information by AUG, which shall be confirmed by the supplier at the time of delivery by means of a formal inspection certificate in accordance with EN 10204:2004 – 3.1 or 3.2, subject to agreement.
- 3.2 Certificates of conformity by the supplier shall become part of the certificates of conformity issued by AUG.
- 3.3 The supplier shall keep any documents issued by him for at least 15 years. They shall promptly be surrendered to AUG upon request, particularly for defending against any warranty and/or liability claims or for the purpose of traceability. There shall be no right to withhold performance on the part of the supplier. Any storage on an external server (e.g. cloud computing or similar third-party services) shall be subject to written approval by AUG. This approval shall be contingent upon AUG being entitled to freely access the stored documents at any time.
- 3.4 Any envisaged modification of a product or production processes by the supplier, including any modifications of the supplier's procurement process, shall always be subject to AUG's written approval.
- 3.5 The supplier shall render his services himself. Any third-party commissioning shall be subject to AUG's written approval. The supplier shall be responsible for ensuring the third party's quality capability. This shall also apply if the third party is only a distributor.

- 3.6 AUG shall be entitled at any time to request modifications of the delivery items or the production process, including test equipment and methods. The supplier cannot condition his cooperation on the conclusion of a prior cost agreement.
- 3.7 If the supplier has been selected by an end customer of AUG (supplier of directed parts), he shall make available to AUG any information deemed necessary by AUG to enable AUG to assess the suitability of his products for further use by AUG. There shall be no right to withhold performance on the part of the supplier of directed parts. The relationship between the supplier of directed parts and AUG shall be a business-like contact within the meaning of Section 311 (3) BGB (German Civil Code).
- 3.8 In the case of mass parts or standard products (e.g. screws, rivets, bushes, washers, etc.), the supplier shall present an inspection certificate in accordance with EN 10204:2004 – 3.1 or 3.2.

#### **4. Quality management system**

- 4.1 The supplier shall maintain a certified and effective quality management system (hereinafter: “QMS”) in accordance with EN ISO 9001:2015 and IATF 16949:2016 (as amended) during the business relationship with AUG. The supplier shall immediately report any process, any restriction or the revocation of the certificate. The duties requiring action in connection with the standardised QMS shall be contractual obligations by the supplier. AUG’s rights to audit the supplier and to request measures in connection with the annual re-qualification shall remain unaffected.
- 4.2 AUG may request at any time the conclusion of a quality assurance agreement (hereinafter: “QAA”) for deliveries and services. Provisions deviating from these GTCs may be agreed in the QAA.

#### **5. Incoming goods inspection**

- 5.1 AUG shall perform a commercial incoming goods inspection (Section 377 HGB -German Commercial Code) only with respect to the identity, quantity and any obvious transport damage. Any damage identified by AUG shall be immediately reported by AUG to the supplier in the ordinary course of business.

5.2 If, for product-specific and production process-related reasons, defects can only be identified during the appropriate reworking processes by AUG or AUG's customer (jointly: "hidden defects"), they must be reported within ten working days from the moment they were detected by AUG as agreed and in due time also within the meaning of Section 377 HGB. In all cases of clause 5, the supplier shall waive the claim of late notification of defects.

## **6. Tools provided, means of production**

At the request of AUG, a separate agreement for the provision of tools shall be concluded for any means of production provided by AUG (e.g. materials, samples, drawings, models, tools, provisions, software, etc.).

## **7. Environment, hazardous substances, conflicting minerals**

7.1 The supplier shall declare and document all substances and their compositions in accordance with the IMDS. No prohibited substances may be used. The supplier shall ensure ongoing monitoring of all relevant applicable provisions and their results, particularly in accordance with the REACH Regulation or the "Global Automotive Declarable Substances List, GADSL", [www.gadsl.org](http://www.gadsl.org).

7.2 In the event that AUG is obligated under domestic or foreign law or contractually bound to disclose information about the sources of supply of substances, materials or parts, e.g. EU Regulation 833/2014 or the US Dodd-Frank-Act (Conflicting Minerals), the supplier shall promptly and fully provide AUG with such information. The supplier shall be denied any right to withhold performance with regard to possible sanctions due to the violation of such provisions. The supplier shall be liable towards AUG for any resulting damage, in particular if AUG cannot meet its duty of disclosure towards third parties to the necessary extent and in good time due to the supplier's behaviour or if AUG is disadvantaged as a result.

## **8. Packaging materials, logistics**

8.1 Unless otherwise agreed, the goods to be delivered shall be packaged by the supplier in accordance with the product and in such a way as to rule out any damage to the goods in transit or due to environmental factors. All packaging materials shall be environmentally friendly and suitable for disposal by means of existing disposal systems.

8.2 AUG shall return any pallets, containers or other packages to the supplier within an exchange system, provided they are the supplier's property. The return shall be effected through the handover to the carrier specified by the supplier acting as the supplier's custodian.

**9. Deliveries, delay in delivery, emergency plans, delivery of spare parts**

9.1 The product releases shall be specified with the supplier by means of a release agreement. The release agreement specifies the release quantities to be delivered at binding delivery dates which are fixed dates. AUG reserves the right to adjust agreed release quantities in accordance with the changed release quantities of the AUG customers at no cost for AUG. Upon receipt of AUG's notice to the supplier, the release agreement shall change accordingly.

9.2 If the supplier is responsible for non-adherence to the delivery dates specified pursuant to the release agreement, taking into account all circumstances of his purchasing risk, he is in default upon expiry of the delivery date. He shall compensate AUG for any consequential loss incurred by AUG. If, owing to this delay, AUG has taken measures to maintain its delivery obligation towards AUG customers, including covering purchases or assigning third parties, and charges the supplier with the resulting costs, he shall reserve the right to furnish proof of minor damage. Unreserved acceptance of a late delivery or service does not imply AUG's waiver of the statutory rights and remedies and the rights and remedies under these GTCs.

9.3 A delivery shall only be in conformity with the contract if it is in accordance with the agreed quantity, marking, packaging and condition, including inspection certificates (clause 3.1) in accordance with EN 10204. Furthermore, it must be fully, timely and correctly accompanied by the agreed or legally required documents, including the customs documents for international transport (particularly the long-term supplier's declaration pursuant to EU Regulation 1207/2001 and all documents pursuant to the applicable Customs Code), or submitted to AUG by the supplier. If the delivery is not in conformity with the contract, the supplier shall be in default of delivery.

9.4 Notwithstanding the supplier's obligation to maintain emergency plans, he shall immediately notify AUG of any imminent impairment of his delivery capability, disclosing in detail the circumstances which have occurred or are imminent, as well as any remedies already carried out or planned. He shall provide AUG with a responsible contact and his 24/7/365 contact details. After consultation, AUG shall set up a hotline with the supplier in order to coordinate

all measures on a daily basis. The supplier shall be obliged to co-operate in a way that is required by AUG and reasonable for him. Ensuring AUG's delivery obligations to its customers has priority with regard to damage reduction measures.

- 9.5 If AUG is obliged towards its customers to deliver spare parts pursuant to EOP (subsequent delivery obligation), this subsequent delivery obligation of the supplier shall apply correspondingly. The standard delivery time for spare part deliveries shall be 15 years from EOP. In the first three years after EOP, the prices last agreed shall apply. Thereafter, the prices shall be adjusted according to the agreements with the AUG customers. In appropriate cases, AUG shall agree arrangements regarding final delivery quantities with the supplier.

## **10. Force majeure, disruptive events**

- 10.1 In case of force majeure, particularly natural disasters, pandemics, fire, riots, war events, comparable conflicts (e.g. coups, rebellions), terror, measures by higher authority, labour disputes outside of collective agreements of the supplier, including strikes and lockouts, or embargos, the supplier shall notify AUG immediately. This shall also apply for imminent labour disputes, including strikes and lockouts within the supplier's collective agreement. Such labour disputes shall not be deemed force majeure. Shortages of raw materials or substances, e.g. due to production stoppages on the part of the supplier or the impacts of economic downturns are not cases of force majeure. For the duration of the events of force majeure, the affected contractual party shall be relieved from its obligation to perform if the performance is directly affected by the event of force majeure and mutually agreed adjustments do not seem possible.
- 10.2 Events equivalent to force majeure are such events which, independently of a single event of force majeure, e.g. through political events, material shortages, sustained delivery disturbances on the world markets, fluctuations in demand and deliveries outside of agreed flexibilities with regard to customers and subcontractors as a direct or indirect consequence of disruptions of the general trade and supply relations, exceptional price increases in wages, energy costs or other unforeseeable events ("disruptive events") lead to mutual defaults in the business relationship between AUG and the supplier and which are not their responsibility. In all cases of such disruptive events, AUG and the supplier shall notify each other immediately and agree measures to minimise the impacts on their supply relationship by means of emergency plans. Taking into account the respective impacts, AUG and the supplier shall

negotiate a suitable adjustment of the respective product-specific supply relationship. The decisive factor is the avoidance of one-sided strains and to maintain a balance between mutual rights and interests.

- 10.3 Force majeure which does not pose a short-term hindrance to performance shall entitle AUG to withdraw fully or partially from an affected purchase order. This shall apply accordingly if the event of force majeure results in a significant reduction in demand at AUG.
- 10.4 The supplier shall be obliged to take any measures to maintain the supply of AUG and the supply capability of AUG and to support the procurement of covering deliveries. Subject to AUG's consent, the supplier shall be entitled to move his production at his own expense or to obtain the products to be delivered to AUG from third parties for the duration of the hindrance to performance due to force majeure or disruptive events. AUG shall not withhold its approval and co-operation to this end without good reason. Furthermore, AUG shall remain entitled to take all measures to counter the impacts of force majeure at its own discretion.
- 10.5 Section 206 BGB (Delay due to force majeure) shall not apply.

## **11. Prices, payment**

- 11.1 All agreed prices shall be fixed prices.
- 11.2 Payments shall be made 60 days after the contractual receipt of the goods with correct and verifiable invoices as well as all documents pursuant to clause 9.3.
- 11.3 Where premature deliveries are accepted, the due date shall be based on the agreed date.
- 11.4 The supplier shall only have offset rights if his counterclaims have been legally identified, are undisputed or accepted by AUG. Group offsetting clauses by the supplier shall not apply.
- 11.5 In case of a defective delivery, AUG shall be entitled to withhold payment for a proportionate part of the invoice until the delivery or service has been duly effected. If and insofar as payments for defective deliveries or services have already been settled, AUG shall be authorised to withhold payments due for other supply agreements up to the value of the payments made or to declare the set-off. Payments made by AUG do not constitute an

acknowledgment for and no approval of defective deliveries or services. They shall not affect any of AUG's rights.

- 11.6 If there is a disagreement concerning AUG's entitlement to withhold or offset payments due to defects, the supplier shall not be entitled to partly or fully refuse deliveries otherwise due. AUG and the supplier shall be obliged to hold prompt negotiations in conjunction with the disagreement. AUG shall be entitled to deposit the disputed payment amount.

## **12. Assignments, retention of title**

- 12.1 The supplier shall not be entitled to assign his claims against AUG or to have them collected by third parties without AUG's prior approval, which may not be unreasonably withheld. Section 354a HGB shall remain unaffected. In case of an extended retention of title, approval shall be deemed as given. If the supplier assigns his claims against AUG to a third party without AUG's approval, AUG may, at its own discretion, make payment to the supplier or the assignee with the effect of discharging the debt.
- 12.2 Retentions of title by the supplier of whatever kind shall be subject to a special written agreement.

## **13. Liability for material defects (warranty)**

- 13.1 Any deviation from the condition agreed for the delivery items pursuant to clause 3.1, including, in particular, the absence, incorrectness or incompleteness of documents, including inspection certificates in accordance with EN ISO 10204:2004, applicable commercial or technical documents, shall be a material defect. AUG shall be entitled to the statutory material defect claims, including the costs of fitting and removal and costs imposed onto AUG by third parties. Claims by AUG arising from any other breach of duty on connection with the material defect under warranty or from independent advice shall remain unaffected.
- 13.2 If the subsequent performance is objectively impossible for the supplier, if he refuses it without good reason or culpably fails to comply with this subsequent performance within the reasonable deadline set by AUG, AUG shall, particularly in the interest of damage mitigation, to avoid disruptions in production on the part of AUG or its customers, following notification of the supplier, be entitled to have the material defect remedied at the supplier's expense

itself or by third parties, obtain replacements from another supplier, terminate the contract or reduce the supplier's payment accordingly. At AUG's request, the supplier shall support AUG in this respect in the interest of damage mitigation. Any other existing claims on the part of AUG shall remain unaffected. The supplier shall reserve the right to determine measures for damage mitigation which are acceptable for AUG.

- 13.3 In cases of defective goods, the supplier shall promptly issue a full 8D report.
- 13.4 Material defect claims shall lapse 36 months since the delivery to AUG, unless longer periods are permitted by law. Upon receipt of the subsequent performance request from AUG to the supplier within the deadline, to comment on the reported material defect, or upon the opening of an 8D report or a corresponding analysis procedure to determine the cause of the defect, the limitation period shall be suspended until at least 3 months after the closure of the respective 8D report.

#### **14. Manufacturer liability, product liability**

- 14.1 The supplier shall be liable towards AUG for any damage caused by him due to defective goods.
- 14.2 In case of third-party claims against AUG in connection with fault-based manufacturer liability or fault-based product liability pursuant to domestic or foreign law, the supplier shall hold AUG harmless from any claims and reimburse AUG for all causal costs, insofar as damage and costs were caused by deliveries or services provided by the supplier. In accordance with the disciplines of an 8D report, particularly D2 (collection of facts), the supplier shall disclose to AUG any information which AUG deems necessary or appropriate to determine the cause of damage, to mitigate the damage, for any remedial actions and for the purposes of legal prosecution and defence, including, in particular, but not limited to, any information and documentation from the supplier's organisation, his manufacturing processes and supplier management. The supplier shall support AUG in the defence of such claims and shall be liable for the consequences of inadequate support. The supplier shall have no right to refuse performance. The supplier reserves the right to raise the objection of contributory negligence on the part of AUG and the objection of lower causal costs.
- 14.3 In any case, the supplier shall be liable towards AUG to the extent that he would himself be legally liable as the manufacturer towards third parties. Settlements which are agreed with the

AUG customer or third parties, and which could be at the expense of AUG or the supplier, shall only be agreed between AUG and the supplier following mutual consultation.

## **15. Insurance**

- 15.1 Notwithstanding any further liability, the supplier shall, for the duration of the contractual relationship with AUG and to safeguard against the statutory and contractual liability risk, taking into account the risk potential of the delivery items in relation to product safety, take out operational, extended product, recall and environmental liability insurance and maintain such insurance for the duration of the supply relationship with an additional liability of at least three years. The insurance cover shall also include liability cases in non-European countries. AUG may request evidence of relevant local insurance policies. The insured sums shall be at least 5 million euros annually per claim for the public liability insurance, including extended product liability, for personal injury and property damage as well as additionally insured financial losses arising from the extended product liability, particularly for inspection costs, preliminary costs, costs of fitting and removal as well as parts replacement. Notwithstanding the above, AUG may request higher insurance cover in accordance with the type and quantity of a specific product in certain markets.
- 15.2 Notwithstanding any further liability, the supplier shall, for the duration of the contractual relationship with AUG and to safeguard against the statutory and contractual liability risk, taking into account the risk potential of the delivery items in relation to product safety take out operational, extended product, recall and environmental liability insurance and maintain such insurance for the duration of the und supply relationship with an additional liability of at least three years. The insurance cover shall also include liability cases in non-European countries. AUG may request evidence of relevant local insurance policies. The insured sums shall be agreed.
- 15.3 The supplier undertakes to provide written evidence of the existence of the aforementioned insurances within four weeks after the signing of the contract. Any interruption or termination of the insurance policies shall be promptly disclosed by the supplier.
- 15.4 To maintain the supplier's insurance cover, AUG shall be entitled to pay the insurer premiums unpaid by the supplier and claim these back from the supplier. AUG shall also be authorised to co-insure the supplier within its own insurance at the supplier's expense (insurance for third

parties) or to withdraw co-insurance without the supplier's approval. In the case of co-insurance on behalf of a third party, solely AUG shall be responsible for the settlement of damages. The supplier shall obtain AUG's approval before any correspondence with the insurer.

## **16. Property rights**

By commissioning the supplier, no property, usage or exploitation rights to which AUG is entitled shall be assigned to him. Where property rights apply on a case-by-case basis, AUG and the supplier shall conclude a separate agreement.

## **17. IT and cyber security**

17.1 The supplier shall maintain a cyber security and information security management system on the basis of ISO IEC 27001 et sqq. (as amended) and in line with the requirements specified in TISAX and organise it in such a way as to detect safety-relevant incidents. EU Directive 2022/2555 (NIS-2) shall apply. The supplier shall document any safety-relevant incident (particularly hacker attacks, Trojan horses, viruses, espionage of domestic or foreign services or organisations) in his IT and cyber security system and store it there for ten years. He shall promptly notify AUG of any safety-relevant internal or external incident. AUG and the supplier shall jointly evaluate the possible impacts of such incidents on the protection of company secrets, the obligations of secrecy towards third parties and the information security and shall determine remedial measures. If effective remedial measures cannot be reliably implemented, AUG shall be entitled to terminate electronic business transactions with the supplier.

17.2 AUG shall be entitled to audit the efficiency of the IT security measures taken by the supplier or to have them audited by a third party bound to secrecy. This provision shall apply accordingly in connection with safety-relevant incidents at AUG.

## **18. Contract term, contract termination**

18.1 Unless agreed otherwise in other agreements, AUG shall be entitled to terminate existing supply agreements fully or partially without notice in the event of:

18.1.1 The supplier's imminent or requested bankruptcy.

- 18.1.2 The supplier, despite written warning, failing to meet the obligations regarding co-operation, disclosure and submission set out in these GTCs.
- 18.1.3 The expiry, restriction or withdrawal of the supplier's QMS certification.
- 18.1.4 Repeated poor performance of agreed deliveries or services despite a warning.
- 18.1.5 The supplier refusing, or causing a significant delay in, the conclusion of a QAA in accordance with clause 4.2.
- 18.1.6 AUG's customer withdrawing the contract from AUG. In this event, in accordance with clause 11, AUG shall reimburse the supplier for any contractual products which have already been fully or partially manufactured as well as the cost for materials which the supplier has already procured to fulfil the contract with AUG and which he cannot use otherwise. The supplier shall provide credible evidence that the materials cannot be used for any other purpose. AUG shall be entitled to take on the materials at the supplier's cost price. The valuation standard in this respect shall be Section 255 I HGB.
- 18.1.7 Significant changes in corporate laws or proprietors of the supplier's company, the sale of significant assets or business shares in a competitor of AUG (Change of Control), AUG's approval shall be required if the changes are unacceptable for AUG.
- 18.2 The right to terminate for cause shall remain unaffected for AUG and the supplier.
- 18.3 Any termination of the contractual relationship shall be made in writing.
- 18.4 The supplier shall undertake to continue to supply AUG even after the termination of the respective supply agreement at the conditions agreed until the termination takes effect until AUG has established a suitable alternative supplier. The supplier shall assist AUG in this endeavour.

## **19. Place of jurisdiction, contract language, court of arbitration**

- 19.1 The exclusive place of jurisdiction shall be the court responsible for the registered office of the contracting AUG company. AUG shall be entitled to file a suit before any other court having

international jurisdiction. The contract language shall be German. The place of performance shall be the delivery location specified by AUG or the associated company.

19.2 At AUG's request, the supplier shall agree to an arbitration agreement for all legal disputes in accordance with the Schiedsgerichtsordnung der Deutschen Institution für Schiedsgerichtsbarkeit e.V. (DIS = Rules of Arbitration of the German Institution of Arbitration e.V.) without recourse to the ordinary courts of law if the pursuit of claims and the enforcement on an arbitration award are more promising, effective or simpler abroad than in legal proceedings under a foreign legal system. There shall be 3 arbitrators. The arbitration language shall be German. The applicable material law shall be the German law.

19.3 Any legal disputes arising from and/or in connection with independent confidentiality agreements and those arising from these GTCs shall be settled exclusively in accordance with the Arbitration Rules of the DIS, excluding recourse to the ordinary courts of law. This shall also apply in the event that AUG or the supplier, for whatever reasons, invoke the protection of trade or company secrets.

## **20. Choice of law**

20.1 The legal relationships between AUG and the supplier shall be governed exclusively by German material and formal law. Das United Nations Convention of Contracts for the International Sale of Goods – CISG shall apply for international business.

20.2 If AUG and/or the supplier are sued by third parties under foreign law at a foreign place of jurisdiction, they shall be entitled, without prejudice to the choice of law and place of jurisdiction specified in these GTCs, to take all legal measures to protect their respective rights, including third-party notice, in accordance with the law applicable at this foreign place of jurisdiction.

20.3 For any compensation and recourse claims as a consequence of such legal disputes, German law shall remain exclusively applicable at the place of jurisdiction pursuant to No. 21 of these GTCs.

## **21. Confidentiality**

- 21.1 Any exchanged information obtained by the parties from the contractual partner shall be confidential, irrespective of the manner in which they are submitted, documented and stored. This includes any technical, financial and organisational information and company secrets as well as any other intellectual property. They shall only be used by the recipient to carry out agreed business processes and to fulfil contractual agreements, unless expressly specified otherwise in writing. AUG and the supplier shall only disseminate the information to the extent necessary to fulfil the contract (need-to-know). The information may not be used directly or indirectly for individual economic purposes, for other purposes outside the existing contractual relationship, or for the purposes of third parties. Unless otherwise agreed, confidentiality agreements concluded prior to the conclusion of a supply agreement shall continue to apply for the duration of each supply agreement.
- 21.2 The parties shall bind their employees and any third party they engage for the performance of the contract regardless of the legal basis for such engagement, to maintain confidentiality in writing, even beyond the duration of the respective legal relationship.
- 21.3 Non-disclosure of IT security-related incidents shall constitute a breach of confidentiality.
- 21.4 The obligation to maintain confidentiality shall not apply for publicly accessible information which becomes known publicly without breach of contract by the recipient after transmission to the recipient, which was already known to the recipient at the time it was disclosed to him, which the recipient obtained in a permissible manner from a third party without breaching a confidentiality obligation, which was developed or created by the recipient independently from and without a linkage to the confidential information in connection with this agreement.
- 21.5 In the event of a breach of confidentiality, AUG shall be entitled to request the supplier to disclose to whom, when, where and to what extent confidential information has been disclosed.

## **22. General**

- 22.1 Any amendments, additions, termination and cancellation of contracts shall be made in writing and shall only be valid with a valid signature. In such cases, the requirement for written form shall not be satisfied by electronic form. Further, AUG and the supplier shall correspond via electronic means (e.g. e-mails).
- 22.2 In the event that a provision of these GTCs is or becomes invalid, the remaining provisions shall remain unaffected. In the event of any provision being invalid, AUG and the supplier shall co-operate in agreeing a valid provision which comes closest to the original provision in legal and economic terms. AUG shall inform the supplier of any changes to these GTCs.