



GENERAL TERMS AND CONDITIONS OF PURCHASE GOODS AND SERVICES (GTP-GS)

Version February 2019

(1) The Customer – as named in the purchase order – is a company belonging to the Telekom Austria Group.

(2) The Contractor is any company that concludes a contract with the Customer on the basis of the conditions set down in this document, hereinafter referred to as "Contractor".

(3) These General Terms and Conditions of Purchase for General Goods and Services (GTP-GS) form an integral part of all contracts concluded with the Customer. The GTP-GS shall apply irrespective of any references by the Contractor to its own general terms and conditions or any other of its own contracts or business which shall have no legal effect, even if the Customer does not expressly raise any objections to them. However, the foregoing applies even if the goods and/or services provided by the Contractor are unconditionally accepted although the Customer is aware of the Contractor's conditions, which are contrary to or deviate from this GTP-GS.

1. CONTRACTUAL DOCUMENTS

The mutual rights and obligations are based on the following documents and shall apply in the following order of precedence:

- a) the purchase order,
- b) this GTP-GS

2. REQUIREMENTS, SERVICE PROVISION

Any product or service supplied or performed by the Contractor shall feature the characteristics required in the order or promised by the Contractor; in case of doubt these shall be characteristics customary in trade.

2.1 Electromagnetic Compatibility, Safety Requirements

(1) All applicable safety regulations and all other relevant European and national legal provisions (guidelines, laws, ordinances), especially the common OVE, OVE/EN, ÖVE/ÖNORMEN, IEC, EN standards, national provisions and industrial standards must be adhered to, all observing respective state-of-the-art.



(2) As far as stipulated by law (e.g. Austrian stipulations for electrical engineering, electrical engineering ordinance in the respective valid version) or by the generally accepted standards, the object of agreement shall have an ÖVE test symbol, a CE symbol of conformity or a safety symbol equivalent to the above-mentioned symbols accepted by the EU.

(3) Notwithstanding the aforementioned, all EMC relevant components, all hardware shall always comply with the latest – as released in the Official Journal of the European Union - EU directives and standards as well as with the respective national implementations such as the EU Directives 2014/30/EU and 2014/35/EC and/or 2014/53/EU Radio Equipment. This shall especially apply to the following categories for transmission networks using the telecommunication lines according to EN 50529-1 (in the respective valid version).

- Telecommunication Network Equipment

Components shall at least meet the requirements of EN300386 (in the respective valid version). The assignment by areas of deployment "Telecommunication centre" or "Other than telecommunication centres" (such as e.g. office rooms, customer sites, out-door locations) shall be made available.

- Information Technology Equipment

Components shall at least meet the requirements of EN55022 (in the respective valid version) and EN55024 (in the respective valid version), categorisation in "Class A" and/or "Class B" shall be provided.

- Radio Equipment

Components shall at least meet the requirements of EN301489-1 (in the respective valid version) and the relevant part for the respective type of radio equipments (e.g. EN301489-17 for WLAN)

(4) The Contractor shall state the applied standards and testing methods (limit values, evaluation criteria).

(5) If technical extensions or modifications will have a negative impact on the EMC, surge and safety properties of the components already delivered (e.g. deployment of new cable adapters), the Customer shall be informed in writing.

(6) In order to check the criteria, upon request by the Customer all relevant documents (CE declaration of conformity, test reports



according to safety and health, electromagnetic compatibility and the allocated radio spectrum, technical construction files and the instruction manual with safety information in German language) shall be provided within a period of 10 days.

(7) If the above-mentioned deliveries and services have none of the safety symbols named or if the Customer is in doubt about EU conformity of components, the Contractor shall be obliged to have the object of agreement checked according to the applicable provisions at its own cost by an officially authorised testing institute in Austria or in the country of origin provided that this country is a contracting party of the Agreement on the European Economic Area (EEA). The Contractor shall be obliged to furnish confirmation of such a test. Confirmation in a foreign language shall be accompanied by a certified translation.

(8) The Customer reserves the right to stipulate stricter limit values in order to maintain the network and service quality.

(9) The Customer assumes that the contractual services of the Contractor (if these are deliveries such as any kind of hardware), are environmentally friendly during their entire life span as far as this is possible, i.e. that they meet the Austrian legal regulations and the European legal regulations applicable in Austria, such as particularly the provision on waste electrical equipment (WEEE and the RoHS criteria) in the relevant valid version, and other generally accepted standards as well as limit values. The Contractor shall notify the Customer in writing about any obligation of exemption from obligation by the Customer currently applicable according to the provision on waste electrical equipment in the relevant valid version of the relevant common stipulation, and the Customer shall be held free of charges by the Contractor with regard to all expenses related to such exemption from obligation.

(10) Any packaging used must be licensed according to the Packaging Ordinance 2014 (Federal Law Gazette no. 184/2014) in the relevant valid version. The Contractor shall make a legally binding confirmation that it itself or an upstream manufacturer or distributor participates in an approved collection or recycling system in accordance with the above-mentioned ordinance (e.g. presentation of an ARA licence).

(11) Furthermore, the Contractor shall make a legally binding confirmation that it has already paid the advance disposal fee according to the Battery Ordinance II Federal Law Gazette no. 2008/159 in the relevant valid version for the batteries and



accumulators delivered to the Customer or that the Contractor itself and/or an upstream manufacturer or distributor will take back and dispose of the batteries and accumulators from the Customer free of charge.

(12) In principle, any waste incurred by the Contractor in the framework of service provision shall be properly disposed of at the Contractor's costs and risk.

(13) By means of enclosed safety data sheets, the Contractor shall be obliged to inform the Customer if the object of agreement contains any hazardous substances. Depending on the quality and/or the manufacturing process and the technical feasibility, the Contractor shall especially be obliged to fulfil the following requirements:

- Obligation to inform about and label all products concerning their environmental aspects, such as their disposal, recycling, content, energy consumption, emissions and noise level, especially to provide information about the code number according to ÖNORM S2100 and/or the European Waste Catalogue (EWC), as soon as it is valid in Austria;
- Serviceability
- Optimization of the material and energetic recyclability of the products at the end of their use;
- Resource-saving use of material (especially packaging material) and energy, such as the deployment of old material and/or recycling material instead of primary raw material use;
- Preference for substances not damaging to health and/or low in emissions as well as avoidance of the use of ozone damaging substances;
- Easy dismantling of products as well as enclosure of the relevant dismantling plans;
- Ensuring easy and low-cost declassifying of products containing compounds classified as hazardous.

(14) If requested by the Customer, the Contractor shall be obliged to furnish evidence of the origin of the object of agreement and to present all documents and receipts required for this purpose.

2.2 Code of Conduct

(1) The Customer is committed to conducting business honestly, fairly and transparently. As a matter of course the Customer complies with all applicable laws and principles of business ethics. The Customer also expects such compliance from its suppliers. Moreover, social



commitment and climate and environmental protection are of great importance to the Customer.

(2) The Contractor shall ensure that in connection with the performance of this contract all regulations of the International Labour Organisation (ILO) regarding the rights of workers and their working environment (such as compliance with human rights, prohibition of child labour and forced labour, minimum standards in the area of job safety and health protection, guaranteeing appropriate remuneration, etc.) are adhered to. The Contractor shall ensure that these obligations are binding upon its suppliers.

(3) The Contractor confirms that no intermediaries gain a personal advantage and/or pecuniary benefit from concluding an agreement with the Customer.

(4) The Contractor shall avoid any conflict of interests with the Customer and commits to refrain from any actions that could harm the Customer, in particular that could cause harm to its reputation.

(5) The Contractor ensures its compliance to all legal stipulations.

(6) The Customer rejects corruption and bribery in every respect. Therefore, in particular the Contractor agrees to refrain from demanding or accepting benefits or other advantages that are illegal and/or offensive to common decency, or offering or granting such benefits.

(7) A violation against the provisions of this Code of Conduct is an important reason that would entitle the Customer to terminate the contract with immediate effect.

(8) In this case the Contractor loses any claims on the agreed reimbursement, unless services/deliveries already provided are of use to the Customer. This is without prejudice to the Customer's right to claim damages. The Contractor shall be liable to the Customer for any disadvantages and shall bear all additional costs that may be incurred in connection with a violation against the terms of this Code of Conduct and/or termination due to the default of the Contractor.

2.3 Permits

If, for the fulfilment of the contract, import, export or other official permits or approvals or the consent of third parties is required, the Contractor shall be obliged to procure them.



Contractor shall abide by all applicable laws, regulations and ordinances of the identified countries, e.g. applicable taxes, labor and other statutory obligations applicable to its activities hereunder, and shall obtain from competent authorities all necessary permits, licenses and authorizations related to its respective obligations under this contract at its own costs. Contractor indemnify and hold harmless the Customer against all costs and infringement.

2.4 Other Requirements

(1) The Contractor shall notify the Customer, in writing and before the purchase order is placed, of the necessary installation and setup requirements (in particular the rooms, power supply, air conditioning and cabling) as well as any other necessary cooperation required by the Customer.

(2) The delivery shall be accompanied by a delivery note which shall include the Customer, the item, order and material numbers, and the exact description of the material as far as this is included in the order, as well as the exact quantity supplied. In the case of working time being charged or assembly work a time sheet confirmed and signed by the Customer shall be supplied. Each delivery note or time sheet shall only comprise items included in the same order. As far as delivery note forms have been attached to the order, the Contractor shall use these forms, unless otherwise agreed. Any deliveries shall only be deemed to be in conformity with the contract if all required documents are attached. Otherwise the Customer shall be entitled, at its option, to either return or store the goods at the risk and expense of the Contractor.

(3) Any time periods which refer to the performance of the contract as their starting point shall start to run on the workday following such performance.

(4) It shall be agreed that the place where the contract is performed shall be the place of fulfillment. Unless otherwise agreed, the place of fulfillment shall be the place of destination indicated by the Customer in the order, with delivery to be performed at the risk and expense of the Contractor. Should the order not contain a place of destination, the Contractor shall ask the Customer to name such a place and the Customer shall be entitled to name any place in Austria or any other place specified in the contract. Unless otherwise agreed, the delivery of products shall be carried out on workdays (except for Saturdays) between 9 a.m. and 3 p.m., on Fridays only until noon. Deliveries shall be advised by telephone or e-mail.



(5) Moreover, in delivering goods to a central warehouse of the Customer the Customer Logistics Guidelines must be adhered to. Those are available under www.a1.net.

3. Provision of Materials/ Production Documents

(1) As far as the Customer provides materials to be used in the performance of the contract, such materials shall remain the property of the Customer – even if they are modified or processed – and shall, as far as this is feasible, be stored, managed and named separately without any charges. The Contractor shall confirm the receipt of such materials, and the use of any such materials provided by the Customer shall be allowed exclusively for the purpose of performing the contract. The Contractor shall be strictly liable for any depreciation, damage or loss, regardless of negligence or fault.

(2) In the case of a delay in the provision of such materials, the delivery period agreed shall be extended accordingly. Any claims for compensation on the part of the Contractor shall be excluded in this context.

(3) Any drawings, sample models, forms and other similar devices supplied to the Contractor by the Customer shall remain the property, including the intellectual property, of the Customer, even if they are modified or processed. Any documents handed over to the Contractor by the Customer shall be treated as confidential by the Contractor.

4. Instructions for Use

The Contractor shall – as far as this is necessary – instruct the personnel of the Customer in the specific functions of the product/service at no extra cost. In particular, the Contractor shall ensure that the Customer and its employees are able to independently put the product/service into operation, use and maintain it to the best extent possible, which shall include the provision of generally comprehensible instructions for use in writing. Unless expressly agreed otherwise, such instructions shall be provided at the place of installation.

5. Intellectual Property Rights

(1) The Customer shall exclusively acquire all and any rights, without restrictions with regard to time and place, to use the work created,



irrespective of the purpose of the contract; this shall include the right to adapt and modify the work created. The Customer shall be entitled to transfer any such rights without restriction.

(2) The Contractor shall hold the Customer indemnified with regard to any disputes arising from contractual use in the field of patent, trademark, design, semiconductor protection and/ or copyright law and shall ensure the contractual use of the product or service supplied under the contract without restriction.

6. Remuneration, Invoicing, Terms of Payment, Liability Retention

(1) All prices shall be understood to be in Euro. Value added tax shall be stated separately.

(2) Prices shall be deemed to be guaranteed fixed prices with regard to the contractually agreed delivery/service and, if requested by the Customer, shall be offered as either purchase or leasing. The right of the Contractor to rescind the contract on the grounds of error or reduction by more than half (*laesio enormis*) shall be excluded. Remuneration shall also include the costs for all supplementary work, such as de-installation and removal of devices after their use, the costs for the disposal of packaging, batteries and accumulators as well as the costs for issuing maintenance certificates.

(3) The prices shall be broken down into supplied item and work performance. Moreover, each individual item and each alternative shall be priced separately (unit price). If the Contractor renders a service without prior written agreement of the remuneration, the service shall be deemed to have been rendered free of charge.

(4) General price reductions made between the day of contract conclusion and the day of delivery/service provision shall be passed on to the Customer; this shall apply *mutatis mutandis* for a possible rent and/or leasing remuneration.

(5) Any costs connected with the conclusion of a contract and its administration, such as for example transport costs (e.g. freight expenses, customs duty, insurance fee, commission), expenses of the Contractor's employees and any subcontractors (e.g. travel and accommodation costs, daily allowances, lump sum costs for travel, travel time), costs for the procurement of permits, fees or other duties and taxes shall be borne by the Contractor and the Contractor



shall indemnify the Customer. The Contractor shall be obliged to provide the Customer with any information required due to tax regulations.

(6) The period agreed for payment of the remuneration shall start upon proper and objection-free invoicing, however, at the earliest as of contractual service provision and not before the working day following the agreed date of delivery. All invoices shall be paid net within 30 days as of start of the term of payment with a 3% discount, within 45 days with a 2% discount or within 60 days. Whether payments are deemed to have been made in time is determined by the date of the credit transfer order or, if any other common method of payment is used, the date of the payment. Unless otherwise agreed, the Customer reserves the right to 3% liability retention with no interest incurred for the term of two years as of contractual service provision.

(7) With regard to rent/leasing, the first rent/leasing remuneration shall be paid on the first day of the month following contractual service provision but not before the agreed date of delivery. Another payment condition is that the first rent/leasing remuneration shall be invoiced, whereas all other remunerations shall always be payable on the first day of each following calendar month and shall be effected within 4 weeks.

(8) Invoices shall be deemed to be properly issued only if they contain the order number, the item number, the type and series numbers labelled onto the devices, the relevant I department of the Customer and the person in charge appointed by the Customer as well as the date of the order, if they adhere to the stipulations of the value added tax law and if they are submitted in one copy to the respectively named invoicing department; if working time or assembly work is being charged a time sheet confirmed and signed by the Customer shall be attached (clause 2.4 subpara 4). All invoices shall include possible discounts and/or price reductions. For default interest a maximum of 4% p.a. may be demanded from the Customer. In case of deliveries/services within the EU, each invoice shall contain the statistic goods numbers, the value added tax ID number as well as the dead weight of the object of agreement, if applicable, and shall be accompanied by a delivery note. Invoices not properly issued, especially invoices with incorrect addresses or invoices with defects and/or mistakes in content or calculation, shall not be payable until their agreed correction and may be returned by the Customer at any time.

(9) Payments made by the Customer shall not be deemed to be an acceptance of proper fulfilment by the Contractor. In particular, it



shall not constitute a waiver by the Customer with regard to any claims for warranty, guarantee and damages.

7. Impairment of Service

7.1. Delay in Delivery

Should there be a delay in delivery or performance of services for reasons which are not under Customer's control, Customer shall be entitled, at its option, to either insist on the performance of the contract and to claim liquidated damages (penalty) or to rescind the contract, without prejudice to any claim to a penalty, at any time without setting an additional time period. As penalty for a delay in delivery or performance of services a payment amounting to three percent (3%) of the purchasing value of the contract for each week of delay commenced or non performance shall be agreed. Contractor shall be obliged to pay the penalty even if the object of the agreement or any part thereof is accepted without reservation. This provision shall be without prejudice to Customer claiming any damages exceeding said amount.

7.2. Warranty

(1) The period of warranty shall be at least 24 months starting as of contractual service provision. In case of replacement and remedy of possible defects, the period of warranty shall start anew for the components concerned.

(2) In case of doubt, the warranty obligation shall also include the costs for remedying defects on site.

(3) Any remedy of defects shall always be carried out immediately. Without prejudice to the right of claiming a price reduction, the Customer shall have the right to rescind from the contract without setting an additional time period for replacement, should the Contractor not remedy the defect immediately.

(4) For each provision of defective service, the Contractor shall be obliged to pay a penalty of 5% of the purchasing value of the contract to the Customer to cover its administrative costs, except in case of minor defects; this shall apply without prejudice to warranty and other replacement claims of the Customer.

(5) Moreover, in delivering goods to a central warehouse of the Customer the regulation for reimbursement for expenses applies according to the Customer's Logistics Guidelines. The amount for



expenses by the Customer defined in the guidelines (e.g. repacking, re-labeling, etc.) merely constitutes financial compensation, however, not compensation for damages for defective delivery.

(6) Any secret/hidden defects may also be claimed upon expiration of the warranty period within 6 months as of having gained knowledge of the defect. In case the object of agreement normally remains in its original packaging until use or reselling, defects that only become visible when it is first unpacked shall be deemed to be secret defects.

(7) The Contractor shall expressly waive the objection of timely notification of defects according to § 377 of the UGB [Austrian Commercial Code].

(8) The Contractor shall bear the burden of proof for the non-existence of defects or the existence of minor defects only. The Contractor shall also bear the costs and expenses arising in this connection.

(9) The Contractor undertakes to reimburse the Customer for all costs and expenses arising for the Customer towards its own customers incurred from the warranty. Any such claims shall be put forward by the Customer in writing within 3 months as of fulfilment of its own warranty obligation. A judicial claim shall not be required.

(10) If the Contractor is not the manufacturer of components, it shall state the extent to which the manufacturer will additionally assume warranty towards the Customer.

(11) For rent/leasing, the relevant warranty terms and conditions shall apply mutatis mutandis.

8. Liability Provisions

(1) The legal liability regulations shall apply.

(2) Should the Customer be sued due to an alleged fault in the object of agreement according to the stipulations of the product liability law or other legal stipulations, the Contractor shall indemnify the Customer in whole or in part – regardless of any fault or cause.



9. Term and Termination of the Contract

9.1 Term and Termination

(1) The contractual relationship shall expire in accordance with the respective delivery dates or timelines mutually agreed in the purchase order, without this requiring separate notice.

(2) The Customer shall be entitled to terminate the contractual relationship at any time, also with regard to individual components of the object of agreement, for any reason and for no reason, subject to 30 days' prior notice.

(3) In case of termination according to this point, remuneration shall be the amount due for the achieved results up until termination in relation to the amount due for the aspired final result, but at the maximum limited to the amount due for services that have been actually performed up until termination, and which have been evidenced accordingly, and finally, that are of use to the Customer.

9.2 Extraordinary Termination

(1) The Customer shall be entitled to terminate this agreement immediately with immediate effect and without prejudice to any other provisions of this agreement (unless stated otherwise in the following), as well as all other orders issued, in particular if

- circumstances arise which obviously make the timely performance of the contract impossible, if the Customer itself is not responsible for this,
- the Contractor violates secrecy obligations or other important terms of the contract,
- the Contractor violates clause 2.2 ("Code of Conduct"),
- the Contractor – if there are several, also if there is only one of them - dies or loses its legal capacity and/or there is a change in ownership with regard to the Contractor, a head company or holding company; this change of ownership shall go into effect at the time set down in the written notice by the Customer,



- the Contractor concludes a sub-contractor contract without the required consent of the Customer,
- if other extraordinary reasons for termination referred to in this GTP-GS exist.

(2) If the Customer makes use of its right to rescind from the contract, the Contractor shall lose any right of remuneration unless partial services have already been rendered which can be used by the Customer. If it is the fault of the Contractor for immediate termination of the contractual relationship, it shall reimburse the Customer for any consequential damages and all supplementary costs resulting from the order being passed on to third parties.

(3) The Contractor is entitled to terminate the contractual relationship if the Customer does not fulfil its payment obligations in accordance with this agreement and does not have a reason for non-fulfilment of the payment (e.g. there has not been a violation of contractual obligations) and if this delay in payment is not sustainably solved within 30 days of the respective written reminder.

(4) A notice of termination will only be valid if expressed in writing.

(5) In case of insolvency the statutory provisions shall apply.

10. Miscellaneous

10.1 Confidentiality/Data Protection

(1) The Contractor shall be obliged to keep secret all information and data becoming known to it during the execution of the purchase order/contract unless it was exempted from such obligation by the Customer on a case-by-case basis in writing. Furthermore, the Contractor shall be obliged to use data that becomes known to it only for the purpose of contract fulfilment.

(2) The Contractor agrees that its data which is made available in connection with the order is processed by the Customer and disclosed to companies associated with the Customer.

(3) The Contractor shall use only those employees and vicarious agents who have been expressly instructed in writing to maintain secrecy; the obligation of maintaining secrecy shall meet the requirements of the legal data protection regulations.



(4) In addition, the Contractor undertakes to adhere to the applicable security and safety regulations of the Customer (<http://einkauf.a1telekom.at>) and all other legally stipulated data protection provisions, especially those of the Austrian Telecommunications Act. If agreed with the Customer, such components shall be destroyed by the Contractor under the Customer's supervision.

(5) In case that any personnel data is processed by Contractor, Contractor is obliged to conduct the A1 Standard Data Processing Agreement (<http://einkauf.a1telekom.at>), so that A1 can comply with its legal obligations.

(6) In case of a violation of the legal data protection regulations or other agreed obligations of secrecy by the Contractor, the payment of a penalty per violation amounting to 20% of the purchase value of the contract shall be agreed. Regardless of the payment of the penalty, the Customer shall be entitled to claim further damages exceeding said amount.

(7) The provisions concerning confidentiality and data protection shall also apply after the order has been completely fulfilled by the Contractor and after completion of all contractual relationships.

10.2. Most Favoured Nation Clause

If the Contractor grants better conditions to a third party for comparable orders, it shall be obliged to adapt the contract with the Customer accordingly.

10.3. Retention, Settlement

(1) The Contractor shall not be entitled to retain and/or cease services in case of a dispute.

(2) The Contractor shall have the right to set off claims against claims by the Customer only if such claims have been recognised by court or by the Customer.

10.4 Sub-Contractors / ARGE

(1) After prior written consent by the Customer, the Contractor shall be entitled to hire sub-contractors, as long as they can prove to be qualified. It is prohibited to fully pass on the order. Liability of the



Contractor to the Customer, in particular for the choice of a sub-contractor, shall not be affected by this.

(2) If the contract is awarded to a contracting authority/consortium, the individual members shall be jointly liable to the Customer for fulfilment of the contract.

10.5 Written Form, Language of the Contract, Start of Deadlines

(1) Any contracts, amendments, supplements as well as other contract-relevant declarations shall only become effective if in writing and if signed by both parties, provided that there are two parties. This shall also apply to the abolition of the requirement on written form.

(2) Furthermore, orders, delivery call-offs as well as amendments and supplements – being approved by the Customer – may also be submitted by means of electronic communication (e.g. via email). The transmission made in this way shall be deemed to be a legally valid declaration, according to the will of the parties.

(3) Declarations shall be deemed to have been received by the other contractual party if they arrived at the (business) address last stated by it or if they could not be delivered because the other contractual party is no longer registered under this address. With regard to adherence to deadlines and effectiveness of declarations, according to this provision the date of receipt shall be relevant.

(4) The exclusive language of the contract shall be English; this shall also apply to all communications concerning the contract.

10.6 Place of Jurisdiction, Applicable Law

(1) For any disputes arising from the contractual relationships between the Contractor and the Customer, exclusive application of Austrian law, excluding its conflict of laws principles, shall be agreed. Moreover, the competent court shall be the relevant court for A-1010 Vienna which has subject-matter jurisdiction.

(2) At its own discretion, the Customer shall be entitled to take legal action against the Contractor before any court competent for the place and matter according to the applicable legal regulations of the country in which the Contractor has its registered seat.



(3) The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 shall not apply to relations between the parties.



10.7. Transfer of Rights and Obligations

Unless otherwise stipulated, the contractual parties shall not be entitled to transfer rights and obligations arising from the contractual relationship including claims for remuneration (in particular factoring and the sale of receivables) and possible damages to third parties without the consent of the respective other party. If rights and obligations are transferred to universal or partial successors of the Customer and to companies directly or indirectly controlled by the Customer or directly or indirectly controlling the Customer and to all companies controlled by the latter, the consent of the Contractor shall be deemed to have been given.

10.8. Severability

Should one of the provisions contained in this GTP-GS be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision best suited to fulfil the purpose of the invalid provision.