

General Conditions of Purchase of TSR Slovakia, s.r.o. („TSR“)

1. General – Area of Application

1.1 TSR's Conditions of Purchase apply exclusively. TSR does not recognise any of the Supplier's terms and conditions that deviate from TSR's General Conditions of Purchase, unless TSR has expressly agreed in writing that they are valid. If so, they are only valid for the respective individual contract. TSR's General Conditions of Purchase also apply if TSR accepts deliveries from the supplier without reservation, even if TSR has knowledge of the supplier's terms and conditions which contradict TSR's Conditions of Purchase. Silence on the part of TSR cannot in any circumstance be considered an approval or acceptance of the Supplier's terms and conditions.

1.2 Divergent stipulations contained in individual purchase agreements have priority over the wording of these General Conditions of Purchase.

2. Standard trade terms

2.1 The rules of the International Chamber of Commerce in Paris (ICC) on the interpretation of delivery clauses INCOTERMS 2000 in their valid version apply to the interpretation of standard trade terms.

2.2 It is assumed that the Supplier is aware of the contents of the trade terms under article 2.1. TSR is willing to inform the Supplier of the content of these terms upon request at any time.

3. Offer / Order

3.1 TSR's orders are non-binding and revocable until the moment they are accepted by the Supplier (also within the period for acceptance as specified below). The Supplier is obliged to confirm TSR's order in a legally binding manner within three working days of delivery to the Supplier. If the Supplier does not confirm the order within this period, the order expires.

3.2 Declarations or reports by the Supplier made after concluding a contract are only effective if in writing and accepted by TSR in writing.

4. Determination of Price, Weight and Amount

4.1 Unless stated otherwise, the agreed prices are laid down with regard to the fact that transportation costs are borne by the Supplier to the agreed place of performance under 12.1. They are fixed prices.

4.2 Invoicing will be exclusively based on the weight and quality established upon receipt of the goods at the agreed place of performance under 12.1. In case of a directly supply from the Supplier to a third-party, in Slovakia or abroad, ("end recipient"), regardless of which party ensures the shipping, the weight and quality established by the end recipient will apply exclusively.

5. Accounting, Payment and Offsetting

5.1 Deliveries by the Supplier will be paid under the consideration of the costs TSR incurs as a result of deficiencies in the quality of the supplied goods or any other costs as such.

5.2 In case of differences between the weight invoiced by Supplier and the weight established upon receipt of the goods by TSR or end recipient and/or deficiencies in the quality of the supplied goods established upon receipt of the goods by TSR or end recipient, the Supplier is obliged to issue a credit note upon TSR's request.

5.3 The payment period for non-ferrous scrap is, unless agreed otherwise in writing, 14 days after receipt and acceptance of the goods. The payment period for ferrous scrap is, unless agreed otherwise in writing, 30 days after receipt and acceptance of the goods.

5.4 If TSR makes a full or partial pre-payments on an order, it will acquire the proprietary rights to the ordered goods upon selection or availability for shipment.

5.5 TSR has offsetting and retention right within the legal scope.

5.6 If goods are returned because of inadequate quality, the Supplier is obliged to refund payments TSR has already made, without delay, plus interest. If payments are not refunded TSR has the right to retain the goods until it receives the refund.

6. Liability for Defects

6.1 Orderly fulfilment of the contract assumes that all goods to be delivered and services to be provided correspond with the latest technological knowledge, laws in force, regulations and directives of public authorities and professional bodies, and technical norms. In particular, the deliveries and services must comply with EC Regulation no. 1013/2006 on shipments of waste, and other applicable laws. Corresponding certificates, if required or typical, must be provided by the Supplier with each supply. The Supplier is responsible for ensuring the agreed purity of the delivery and for observing all related legal, declaratory and evidential obligations, and for monitoring them. The Supplier bears complete responsibility for the origin of the goods and for the possible inclusion of foreign materials and impurities, regardless of whether these are allowed by waste management law.

6.2 The Supplier declares that the goods in all deliveries have been checked for the presence of potentially explosive particles, objects that may cause explosions, closed hollow containers, and radioactive materials. On the basis of this inspection the Supplier is responsible for the delivered material being free from explosives, objects that may cause explosions, closed hollow containers, and radioactive materials.

6.3 The goods to be delivered must also be free of radioactive materials. If, however, radioactive materials are found, all expenses incurred in connection with the delivery, in particular expenses for inspecting, selecting, securing, storing, additional shipping expenses, treatment, disposal, and possible fines or other consequential expenses, are to be borne by the Supplier. Furthermore, the Supplier is liable for possible damage to property or peoples' health caused in this connection. As far as legally allowed, the Supplier is obliged to take back the contaminated materials.

6.4 The Supplier is obliged to ensure that different grades of scrap are not mixed.

6.5 TSR is entitled to bring statutory claims for defects without limitation. In any case, TSR is entitled to require, at its own discretion, rectification of defects or delivery of a new item from the Supplier. The right to claims for damages remains reserved.

6.6 The parties expressly exclude the application of article 428 of Act no. 513/1991 Coll. (Commercial Code) as amended (ComC), that is, the seller waives its right to object that the purchaser did not comply with its obligation to notify the defects in time.

6.7 TSR is entitled to rectify defects at the Supplier's expense in case of imminent danger or urgency.

6.8 The Supplier is liable for damage caused to TSR by the Supplier itself, its subsequent contractors, previous suppliers, subcontractors, or assistants.

6.9 If TSR incurs costs due to the defective performance of the subject of the contract, in particular costs for shipping, labour, material, or expenses for inspections beyond the usual scope, the Supplier must bear these costs.

7. Protection of Rights of Third Parties

7.1 The Supplier warrants that no third party rights are infringed by its deliveries or in connection with its deliveries.

7.2 The Supplier is obliged to indemnify TSR for third party claims for damages if the damages originated as a result of a fact which lies within the Suppliers' sphere of operation or organisation, or if the Supplier is itself liable in relation to third parties. Under section 534 of Act no. 40/1964 Coll., Civil Code, the Supplier is obliged to provide, on TSR's behalf, compensation for all damage which TSR incurred in these cases, including reimbursement of expenses which were incurred by TSR in connection with any processes, active or passive, which were caused by a breach of the Supplier's obligations. The damage must be compensated in full, without reserve and upon TSR's first request.

7.3 The Supplier is liable for reimbursement of all expenses incurred by TSR as a result of the rights and claims of third parties (such as attorney fees in full, court costs, expenses for gathering evidence), damages and other disadvantages including stoppages, which are incurred by TSR because the delivered goods could not be used as planned.

7.4 The ownership right to the goods passes from the Supplier to TSR at the moment of handing out the goods to a transport company or freight forwarder, or at the latest at the moment when the goods leave the point of shipment.

8. Transfer of Rights and Duties / Assignment

8.1 The Supplier may not transfer its contractual duties to third parties without TSR's express prior approval in writing. Neither may the Supplier assign its contractual claims to third parties either in whole or in part.

8.2 The Supplier is only entitled to offset or retain goods if its counterclaims are based on the same legal relation as its obligation, if its counterclaims were upheld by a final court judgment, are undisputed, or if they have been recognised by TSR in writing.

9. Delivery Period, Delayed Delivery

9.1 The delivery period indicated in the order is binding. The receipt of the goods at the destination specified in the order is decisive when assessing if deliveries have been made on time.

9.2 The Supplier is obliged to inform TSR in writing without delay if circumstances arise or become recognisable from which it can be determined that the agreed delivery period cannot be kept.

9.3 If delivery is delayed, TSR is entitled to bring claims under the legislation in force. In particular, TSR is entitled to claim damages or to withdraw from the contract instead of insisting on the contract's performance after the adequate additional period given for remedy has elapsed in vain.

9.4 Administrative measures, traffic problems, supply limitations, strikes, the weather, accidental business disruptions or other cases of force majeure, affecting either TSR or the suppliers, extend the agreed delivery period and performance deadlines accordingly. If the disruption lasts for more than eight weeks, both parties are entitled to withdraw from the contract.

10. Shipping

10.1 The shipping date, method of transport, and conditions of shipment will be chosen by TSR.

10.2 The Supplier must send TSR an advice note by fax, e-mail or regular mail immediately after dispatching the goods. The advice note must contain exact information about the content, weight of individual grades, waste code, and if necessary the classification according to the laws on hazardous waste and hazardous materials, etc.

All shipping documents and all written correspondence must contain the exact designation of the grade of goods, delivery weight, order information, address of the main supplier, and, if necessary, the number and names of the sub-suppliers, as well as the place of the delivery's acceptance. If no grades of delivered scrap are indicated, the classification of TSR or that of the end recipient is decisive. In this case subsequent complaints by the Supplier are excluded.

10.3 Partial deliveries are only allowed with TSR's approval and must be clearly marked as such in the shipping documents. Expenses and damages incurred by TSR on account of incorrect or unfulfilled declarations or non-compliance with TSR's instructions are to be borne by the Supplier. Mixing different grades of goods in a delivery is only allowed by special agreement.

10.4 The transportation and shipping risks are borne by the Supplier up to the place of performance under 12.1 regardless of which party ensures the shipping. The same applies to potential return shipments.

10.5 Regarding "carriage paid" deliveries ("Delivered At Place"), the Supplier or the persons authorised by it are obliged to have the receipt of the shipment certified by the receiving office or the end recipient. Delivery to a receiving office or end recipient other than one designated by TSR does not have the effect of a transfer of risk regarding the shipment to TSR, even if this office or end recipient accepts the delivery.

10.6 Unless the parties agree a different structure of sharing of the shipping costs, the following applies: Regarding "carriage paid" deliveries ("Delivered at Place"), the expenses related to shipping and accepting the delivery, as well as ancillary fees and any other expenditure, up to the place of performance under 12.1, are borne by the Supplier. For non-carriage paid deliveries all expenses for dispatching the goods up to the dispatching railway station, in particular charges and weighing charges, are borne by the Supplier.

10.7 If delivery is by truck, a waybill/shipping note must be included with the delivery receipt.

10.8 Demurrage, stalling, shunting fees and all other expenses of any kind which are incurred in relation to the goods being refused are borne by the Supplier.

11. Trade Secrets

11.1 The Supplier is obliged to keep confidential all trade and technical information and documentation which it learns of within the framework of the business relationship and which are not generally known and to use them exclusively for the purpose of providing delivery and services.

11.2 The Supplier may mention the business name and use the TSR mark when providing references only with TSR's express written approval.

12. Place of Performance, Jurisdiction, Applicable law

12.1 The place of performance for the delivery of goods or services is the receiving office or the end recipient designated by TSR regardless of which party ensures the shipping. The payment shall be carried out either in cash or by bank transfer, at the discretion of TSR. The place of cash payment is the place of performance. Any non-cash payment is considered made at the moment the payment order on the due sum is made by TSR.

12.2 The parties agree that all disputes which arise out of individual purchase contracts or in connection with them, including all accessory legal relations, claims to render improper benefits, damage claims, disputes over the validity, interpretation or termination of this agreement, will be submitted for adjudication to a competent Slovak court.

12.3 Slovak law applies exclusively. The application of the Vienna convention on the international sale of goods and The Hague conventions relating to a uniform law on the international sale of goods is excluded to the extent allowed. The parties agree that their business relationship arising from individual purchase contracts will be governed by ComC.

13. Data Storage

Entries and data on the Supplier, if they are relevant for business relations, are stored in TSR's information system.

14. Severability Clause

If any provision of these terms and conditions is or becomes invalid, the validity of the remaining provisions remains unaffected. The invalid provisions are to be reworded so that their intended legal and economic purpose is reached. This also applies if a gap requiring completion in the contract is discovered during performance. The contracting parties undertake to supplement the invalid provisions without delay by legally effective ones or by closing the legal gap.

General Terms of Sale and Payment of TSR Slovakia, s.r.o. („TSR“)

1. General – Area of Application

1.1 TSR's Terms of Sale and Payment apply exclusively. Customer conditions that oppose or deviate from these Terms and Conditions of Sale and Payment are not recognised by TSR unless TSR has agreed in writing that they are valid. TSR's Terms and Conditions of Sale and Payment also apply if TSR makes deliveries to the customer without reserve, despite the fact that it has knowledge of the customer's conditions which oppose or deviate from TSR's Terms and Conditions of Sale and Payment.

1.2 TSR's General Terms and Conditions of Sale and Payment also apply to all future transactions with the customer.

1.3 Stipulations contained in individual purchase contracts have priority over the wording of these General Terms and Conditions of Sale and Payment.

2. Amendments

2.1 The official rules of the International Chamber of Commerce in Paris (ICC) on the interpretation of delivery clauses INCOTERMS 2000 in their valid version apply to the interpretation of standard trade terms.

2.2 It is assumed that the customer is aware of the contents of the trade terms under article 2.1. TSR is willing to inform the customer of the content of these terms upon request at any time.

3. Offer

3.1 TSR's offers are non-binding and revocable until the moment the order is carried out. Customer orders placed on the basis of TSR's offer become binding the moment they are confirmed in writing by TSR.

3.2 If the order may be considered an offer under section 43a and 43b of Act no. 40/1964 Coll., the Civil Code, as amended, TSR is entitled to accept it within two weeks.

3.3 All performance data, such as depictions, measures, weights and the like are specified by TSR without obligation as approximate figures. Any information on the characteristics of goods, models and samples of goods are merely guides to determine the characteristics of the goods.

4. Prices and Payment Conditions

4.1 Prices specified by TSR are net prices not including shipping costs and statutory VAT. They are based on the freight rates that are valid at this point in time. The creation and/or increase of any taxes or other public duties and, for carriage paid deliveries, increases in the shipping costs, result in a corresponding difference in the final price. If carriage paid delivery is agreed the agreed price is only applicable if shipping can be done in a normal, unhindered way.

4.2 In case of third-party deliveries, in particular deliveries ex work, TSR can determine the prices according to the conditions valid on the date of delivery, if no fixed price has been expressly agreed. All additional fees, taxes and duties, as well as new taxes, duties and shipping charges, and increases to them which make the delivery more expensive, are to be borne by the customer, unless otherwise provided by mandatory stipulations of law.

4.3 If nothing else has been agreed invoices issued by TSR become due immediately upon receipt without deductions (discounts).

4.4 If a term of payment has been agreed the day of delivery is the reference day for its determination and for the possible calculation of interest. Regarding payment, every delivery is considered a separate transaction.

4.5 Despite a customer's different instructions, TSR is entitled to credit payments first to outstanding debts. If any costs or interests arose, TSR is entitled to credit the payments first to the expenses, then the interest, and finally to the principal.

4.6 The payment is considered to have occurred not sooner than at the moment when TSR is able to dispose of the whole amount. Regarding cheques, the payment is considered to have occurred no sooner than at the moment when the cheque has finally been honoured without reservation.

4.7 Payments with exchanges require TSR's express prior approval. All fees related to the exchange are to be borne by the buyer. The acceptance of exchanges does not mean a deferral of the payment at its basis.

4.8 Cash payments are effective towards TSR only if they are made to executive directors, agents, or persons who have written authorisation to accept the payment.

4.9 If the customer is in delay with payment TSR is entitled to claim late interest, starting on the first day of delay. The amount of late interest is 8 percentage points higher than the basic interest rate of the European Central Bank, applicable on the first day of delay in payment, but at a minimum of 10 percent p.a. If during the period of delay with payment, the basic interest rate of the European Central Bank changes and if it is more favourable for TSR, the amount of late interest is 7 percentage points higher than the new basic interest rate of the European Central Bank, applicable on the first day of the relevant calendar half year in which the delay with payment continues. The right to damages in an amount exceeding the late interest remains.

4.10 If the customer does not fulfil its payment obligations, in particular if cheques are not honoured, if the customer stops payments, if an exchange is objected to, or if TSR becomes aware of other circumstances that put into question the customer's creditworthiness, TSR is entitled to request immediate payment of the whole due amount or the remaining debt on the basis of any invoice, regardless of the agreed upon due date, even if cheques were accepted. TSR is also entitled to request an appropriate deposit.

4.11 The customer is only entitled to offset its claims, retain or reduce the price, even in the case of notices of defects or counterclaims, if its counterclaims have been upheld by a final court judgment, are not disputed or have been recognised by TSR in writing.

5. Delivery Times and Periods for Performance

5.1 The delivery times and periods for performance are only binding if they have been expressly agreed.

5.2 Observance of delivery times and periods for performance assumes that the customer duly fulfils its obligations in a timely way. TSR reserves the right to raise an objection to an unperformed contract.

5.3 If the customer is in default with accepting goods or otherwise infringes its other duties to cooperate, TSR is entitled to require compensation for the damage incurred, including the reimbursement of possible higher expenses. TSR's other claims remain.

5.4 If the conditions under article 5.3 are present, the risk of fortuitous damage or fortuitous deterioration of bought goods is transferred to the customer at the moment when the customer became in default with accepting the goods or with the payment of due amounts, unless the risk has already passed to the customer before.

5.5 Administrative measures, traffic problems, supply limitations, strikes, influences of the weather, accidental business disruptions or other cases of force majeure, affecting either TSR or the customer, prolongs the agreed delivery periods and performance deadlines accordingly. If the disruption lasts for more than eight weeks, both parties are entitled to withdraw from the contract.

6. Transfer of Risk, Shipping

6.1 At the moment of handing out the goods to a transport company or freight forwarder, or at the latest at the moment when the goods leave the point of shipment, the risk, including the risk of the goods being confiscated, is transferred to the customer.

The same also applies if the transport is carried out by TSR, vicariously through authorised persons or directly by TSR's suppliers.

6.2 Transport routes and the means of transport are determined by TSR if nothing else has been expressly agreed in writing.

6.3 If the loading or transporting of the goods is delayed for a reason which the customer is responsible for, TSR is entitled to store the goods at its own discretion and at the expense and risk of the customer, to take all necessary measures to preserve the goods and to invoice the goods as if they had been delivered. The same also applies if the goods that TSR has reported ready to ship have not been taken over within four days.

The legal provisions on default of acceptance remain unaffected by the above provision.

7. Determination of Weights and Amounts

7.1 Weighing carried out by TSR or its suppliers at the place of loading is decisive for determining weights and amounts. The verification of weight occurs by presenting the weigh bill. Acceptance of the enclosure by the national railway transporter (ZSSK Cargo), a transport company, or freight forwarder is considered evidence of the fault-free characteristics of the enclosure.

7.2 Determinations of weight under article 7.1 can only be objected to on the basis of official re-weighing on weighbridges approved and tested by the national railway transporter (ZSSK Cargo) and without delay after delivery. Discrepancies in the weight of steel scrap of up to 5 percent cannot be objected to. The customer will

pay the agreed purchase price in a non-reduced amount. The number of units, bundles, or the like for goods invoiced by weight is not binding.

8. Liability for Defects

8.1 The quality and material characteristics of scrap are limited with regard to the possibility of separation of scrap according to appearance and origin carried out with usual professional care.

8.2 In accordance with the agreement, the moment of the goods' handing over to a transport company or freight forwarder, but at the latest the moment when the goods leave the shipping point, is decisive for the determining the state of the goods.

8.3 Customer's claims for defects assume that the customer has duly complied with its obligations under section 427 of Act no. 513/1991 Coll., the Commercial Code, as amended ("ComC"), which concerns inspection of goods and notice of defects. Defects not discovered despite careful inspection of the goods within the period specified in section 427 of the ComC must be reported to TSR in writing without delay after their discovery. Goods that have been objected to may not be unloaded without TSR's approval; otherwise the goods are considered to have been delivered free of defects. If defects in the quality of the goods show no sooner than after they have been unloaded, the customer must store the material separately, otherwise the goods will be considered to have been delivered free of defects.

8.4 If there is a faulty delivery, the customer has, at TSR's discretion, a claim for a replacement delivery or a price reduction. If the replacement delivery is not free of defects and this circumstance amounts to a serious breach of contractual obligations, the customer will be able to claim a price reduction or withdraw from the contract at its own discretion.

8.5 If goods were sold as second-choice material, the buyer has no claims for possible defects.

8.6 A customer's claims against TSR based on defective goods cannot be assigned by the customer to third parties.

9. Retention of Title, Security for Obligations by Assigning a Right, and Assignment as a Form of Security

9.1 Until the fulfilment of all claims against the customer to which TSR is entitled for any legal reason now or in the future, the customer will provide TSR with the following securities which will be released by TSR upon request and at its own discretion; the value of these securities will exceed the value of the claims by more than 20 percent over the long term.

9.2 All delivered goods remain the property of TSR (retention of title) until the fulfilment of all claims based on any legal ground, including future or conditional claims arising out of present or future agreements.

9.3 The handling and processing of the goods subject to retention of title occurs for TSR as the manufacturer without creating obligations for TSR in any way. If the goods subject to retention of title are processed, combined, or mixed with other goods by the buyer, TSR will become a co-owner of the new item in the ratio of the invoiced value of the goods subject to retention of title to the invoiced value of the other goods used.

If TSR's property ceases to exist on account of the combining or mixing the buyer transfers to TSR the first proprietary right or joint proprietary right to the newly emerged substance or item, to the extent which corresponds to the ratio of the invoiced value of the goods subject to retention of title to the invoiced value of the newly emerged substance or item. The customer is obliged to store the newly emerged substance or item at no charge for TSR.

9.4 The customer is obliged to insure the goods subject to retention of title at its own expense, for the benefit of TSR in an adequate way, against elementary risks as well as against theft.

9.5 The customer is entitled to process the goods subject to retention of title, in the normal course of business and to sell these goods, while preserving the retention of title, as long as it is not in default in fulfilling its obligations towards TSR. With regard to such goods, pledging and security for obligations by assigning a right are not allowed.

The customer assigns to TSR in full or will be obliged to assign to TSR in full in the future, as security, claims arising from further sale or other legal reason (insurance, unlawful acts) and which concern the goods subject to retention of title. In a future sale, the customer is obliged to inform TSR of the name and address of the buyer at any time upon request. TSR authorises the customer, subject to revocation, to collect claims assigned to TSR in the customer's own name and on TSR's account. This authorisation to collect claims can only be revoked if the customer does not comply with its payment obligations.

9.6 In the case of third party access to the goods subject to retention of title, or the pledged goods, the customer is obliged to refer to TSR's ownership and inform TSR without delay.

9.7 If the customer breaches the contract – in particular by delaying payment – TSR is entitled to seize the goods subject to retention of title, and, if necessary, request the assignment to TSR of third party obligations to return the goods to the customer. The taking back of goods or the pledging of goods subject to retention of title does not mean withdrawal from the contract.

9.8 If goods are taken back permanently, TSR is entitled to deduct a lump sum of 25 percent of the price of these goods as a contractual penalty when issuing a credit note, without having to present further supporting documents. The right to further claims for damage remains unaffected.

9.9 The retention of title under the above provisions remains preserved even if TSR offsets its individual claims.

9.10 Payments by means of exchanges or cheques is only accepted for the purpose of the payment; the agreed retention of title is not affected by this. In the case of the use of cheques and exchanges the retention of title remains preserved until the moment the last exchange has been honoured or the last cheque paid.

10. Copyright and Property Rights

10.1 The customer may hand over to third parties drawings, plans, illustrations, calculations, specimens and technical documentation provided by TSR, as well as know-how which has been conveyed to the customer, or to inform the third parties with these elements, only if TSR has expressed prior approval with these circumstances in writing. Any possible copyright or other intellectual property rights are expressly reserved by TSR.

10.2 For deliveries according to customer's depictions, models, or data, the customer releases TSR from any protective claims of third parties to the extent allowed by law. The customer must ensure that no rights of third parties are violated as a result of using goods delivered by TSR. If TSR incurs any damage in connection with deliveries under this article, the customer will be obliged to compensate TSR in full for the damage incurred. At TSR's request the customer will immediately issue a written statement on this promise of indemnity which must be delivered to TSR by the customer.

10.3 Devices used by TSR to produce the ordered goods remain the property of TSR. This applies even if the customer bears a part of production costs and maintenance costs. The devices will be stored by TSR for four years after executing the order. If during this period no other order occurs, the devices will be scrapped.

11. Settlement of Disputes, Applicable Law

11.1 The parties agree that all disputes which arise out of individual purchase contracts or in connection with them, including all accessory legal relations, claims to render improper benefits, damage claims, disputes over the validity, interpretation or termination of this agreement, will be submitted for adjudication to the Slovak courts.

11.2 Slovak law applies exclusively. The application of the Vienna convention on the international sale of goods and the Hague conventions relating to a uniform law on the international sale of goods is excluded to the extent allowed. The parties agree that their business relationship arising from individual purchase contracts will be governed by Act no. 513/1991 Coll. (Commercial Code).

12. Storage of Data

If the customer's data are relevant for TSR's business relations they are stored in TSR's information system.

13. Severability Clause

If any provision of these terms and conditions is or becomes invalid, the validity of the remaining provisions remains unaffected. The invalid provisions are to be reworded so that their intended legal and economic purpose is reached. This also applies if a gap requiring completion in the contract is discovered during performance. The contracting parties undertake to supplement the invalid provisions without delay by legally effective ones or by closing the legal gap.