



The German version shall prevail

General Terms and Conditions for Purchasing by the Deutsche Telekom Group (AEB)

1. Area of Application

- (1) These General Terms and Conditions for Purchasing and any other contractual terms and conditions indicated in the Order shall apply exclusively. Any conflicting or deviating conditions of the Contractor shall not apply, even in the event of unconditional acceptance despite knowledge of such conditions.
- (2) Only orders, calls, contracts, etc. (hereinafter referred to as "**Order**") and other declarations of intent that are made in writing by a procurement unit of Deutsche Telekom AG (hereinafter referred to as "**DTAG**") or a Group Company (hereinafter referred to as "**Customer**" respectively) shall be legally valid. The requirement of written form in the sense stated above is also satisfied by communication methods provided electronically, by fax or e-mail or electronic communication methods provided by the Customer for handling purchasing transactions, including full integration, web-based applications or declarations transmitted via an Order Management Tool. An electronic declaration of intent is received on the day on which it is available for retrieval by the recipient under its electronic address during normal business hours; otherwise, it is received on the next business day. In the event that a special electronic communications method provided by the Customer to handle purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to such electronic communications methods provided by it ("**NB e-commerce**" under www.telekom.com/en/company/global-procurement).
- (3) If the Customer and the Contractor have concluded a framework agreement that provides for the applicability of these AEB, DTAG and all companies in which DTAG is able to, directly or indirectly, exert more than 20% of the voting rights (hereinafter referred to as "**Group Company**") shall be beneficiaries of the framework agreement and thus entitled to place Orders. In the event of an Order, a corresponding contract under the terms and conditions of such framework agreement is concluded directly between the respective Group Company and the Contractor. There is no joint and several liability of DTAG and the Group Companies.

2. Parts of the agreement

The following documents shall be integral parts of the agreement in the order set forth below:

- a. the Order,
- b. the specifications,
- c. the framework agreement, if one exists
- d. these General Terms and Conditions for Purchasing,
- e. the "DTAG Supplier Code of Conduct" in its most current version (hereinafter referred to as "**Code of Conduct**" or "**SCoC**"; under www.telekom.com/en/company/global-procurement).

3. Quality Management, Environmental Protection, Information Security

- (1) The Contractor shall adhere to the Customer's requirements for quality management, environmental protection and

information security. If stipulated in the specification, the Contractor shall document the application of (i) a quality management system in accordance with DIN EN ISO 9001, TL 9000 or a comparable quality management system and shall provide data with respect to the metrics described either in the TL 9000 Quality Management System Measurements Handbook or in the agreed upon quality management system (ii) an environmental management system in accordance with either DIN EN ISO 14001 or the Eco-Management and Audit Scheme and (iii) an information security management system in accordance with ISO/IEC 27001 or comparable.

- (2) The Contractor shall adhere to all applicable laws, regulations, decrees and ordinances with respect to the delivery of goods or the provision of services. The Contractor further guarantees to (i) assume and fulfil all obligations as manufacturer and/or importer of the contractual deliverables, (ii) assume all registration and notification obligations towards the respective governmental authorities, (iii) take any necessary licenses and (iv) pay all applicable charges in this respect in due time. The Contractor shall fulfil all obligations arising from the Produktsicherheitsgesetz [Product Safety Act] and shall be clearly labelled as manufacturer or importer on (or within) the product, the packaging (if any) and the accompanying documents.
- (3) The Contractor is obliged to take back, free of charge, the packaging material and to collect and dispose of it properly. Upon request, proof of such disposal in compliance with the law is to be furnished. If the Contractor fails to comply with this obligation, the Customer is entitled to have the collection and disposal effected at the Contractor's expense.
- (4) The Contractor ensures to comply with all the obligations which the European Regulation (EC) No. 1907/2006 regarding the registration, evaluation, authorization and restriction of chemicals (hereinafter referred to as "REACH Regulation") imposes on the Contractor and on the Customer at its own expense. If, according to the REACH Regulation, such obligations are not transferable, the Contractor shall immediately inform the Customer thereof and support the Customer free of charge in meeting the obligations according to Article 7 and 33 REACH Regulation to the maximum extent possible. If the Contractor's registered office is outside of the European Union, the Contractor shall, at its own expense, appoint a representative registered within the European Union that shall comply with the obligations under Article 8 of the REACH Regulation and inform the Customer about such appointment.
- (5) The Contractor shall provide to the Customer all information necessary for submitting a notification to ECHA's SCIP database in accordance to Article 9 (1) (i) New Waste Framework Directive. This includes in particular the alphanumeric identifiers concerning existing registrations, besides that all other product/article information required by ECHA in the current version of the SCIP database to submit a successful notification. If the conditions according to Article 9 (1) (i) New Waste Framework Directive are met, the Contractor

undertakes to submit its own notifications to the SCIP database and to transmit the information required for the submission of downstream notifications on the product/article, in particular the alphanumeric identifier for already existing registrations.

- (6) The Contractor shall inform the Customer about all available updates and in particular, but not limited to security fixes for the contractual deliverables without undue delay. Furthermore, the Contractor shall ensure the functionality and operating ability of the contractual deliverables, including, but not limited to their security, by providing the necessary updates for their life time respectively the usage period that the Customer can reasonably expect from them.

4. Integrity, Cooperation

- (1) DTAG has designed core principles and values which demonstrate the Customer's willingness to share its business ethics, the social and environmental commitments with its contractors. Detailed information can be found in the SCoC
- (2) The Contractor shall comply and shall oblige its sub-suppliers, subcontractors and any person under its control to comply with the SCoC. In case of any non-compliance with the principles and obligations of SCoC, the Customer is entitled to request a remedy of such non-compliance without undue delay, including but not limited to an alignment on action plans to remedy the non-compliance. Further, the Customer is entitled to suspend the contractual relationship and fulfillment until the non-compliance is remedied. Further contractual and statutory rights of the Customer shall remain unaffected.
- (3) The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector.
- (4) The Contractor shall immediately inform the Customer in writing as soon as it becomes aware of indications suggesting that there might be problems regarding compliance with the Code of Conduct within its area of responsibility, and in particular, to avoid anything that might harm Deutsche Telekom's Group brand image or endanger its security of supply.
- (5) The Contractor is obligated to comply with the security provisions of the Deutsche Telekom Group (under www.telekom.com/en/company/global-procurement) which apply to contractors and their vicarious agents, and to inform the persons and/or subcontractors deployed to provide the service and to obligate them to do the same.
- (6) If work is to be performed at the Customer's security-sensitive sites, the Contractor shall ensure that only staff who have passed the security check are employed in accordance with the Sicherheitsüberprüfungsgesetz [Security Clearance Check Act] in Germany or a comparable security clearance check elsewhere.
- (7) The Contractor ensures to comply with all the obligations regarding the Mindestlohngesetz [minimum wage legislation] for himself and its subcontractors. In this sense and upon request by the Customer, he is – among others - obliged to document respective minimum wage payments. The Contractor shall indemnify the Customer from any legal consequences (including fines) resulting from failure to comply with minimum wage requirements. He shall further immediately inform the Customer as soon as any suspicion arises in case any of its subcontractors does not comply accordingly.

5. Terms of Delivery, Scope of Services, Prices

- (1) The price agreed upon in the agreement is either a fixed price or a maximum price (total net) including in each case delivery "free place of destination". The price covers the entire

transport, insurance, packaging and other incidental costs and charges through to delivery/setting-up ready for service at the place of receipt/installation site indicated by the Customer, unless otherwise agreed.

- (2) Unless explicitly agreed otherwise, in case of deliveries from abroad the delivery clause "DDP excl. Import VAT" (Incoterms 2010) named place of destination shall apply, so that import VAT shall be borne by the Customer.
- (3) The price includes the costs of any installation, integration and transference work which may become necessary and which shall be performed by the Contractor without disturbing current operations, if necessary outside normal working hours.
- (4) The relevant instructions for the operation, handling, use and service and other documents shall be delivered in the language customary in the country of Customer's contracting unit. The instructions and documents are included in the price.
- (5) Every delivery shall be accompanied by a delivery note or a proof of performance. Delivery notes, proofs of performance and, if specifically agreed, dispatch notes, must contain:
- number, reference number and date of the Order,
 - number of any partial delivery/partial performance,
 - number and date of the delivery note/ proof of performance,
 - date of dispatch/service provision,
 - any information on the type and size of the delivery/service provision along with materials numbers and item numbers specified in the Order and
 - mode of dispatch.
- (6) If invoicing on an hourly or daily basis is agreed, travel and waiting times as well as travel expenses shall not be paid separately.
- (7) The Contractor shall offer DTAG and all companies of its group within the meaning of number 1 (3) its products, work and/or services at the most favorable terms, conditions and prices which the Contractor grants to DTAG itself and/or any company of its group worldwide with regard to quantity, quality and market conditions for comparable products, work and/or services. DTAG and its group companies reserve the right to exchange the respective information.

6. Default

- (1) In the event of default ["Verzug"], the statutory provisions shall apply, unless otherwise provided for below.
- (2) Also a default of Customer with regard to payment shall require a prior reminder of no avail from the Contractor.
- (3) If a penalty is agreed, the Customer may reserve the contractual penalty right any time up to the final payment.

7. Time of Performance

- (1) The agreed time of performance is binding.
- (2) Unless explicitly agreed otherwise, early and/or partial performance requires Customer's express written consent. Any performance effected prior to the agreed date shall not affect the start of a payment period linked to the date of performance.
- (3) The Contractor shall immediately inform the Customer in writing if circumstances arise or become noticeable which could result in failure to meet the agreed time of performance.
- (4) The provision of the products, work and/or services in a condition eligible for acceptance shall be authoritative for

determining whether the performance has been provided duly on time.

8. Rescission or Termination for Good Cause

Either party may in particular rescind or terminate the agreement for good cause, if a petition for insolvency proceedings has been filed with the court, the other party has suspended payments on a not merely temporary basis, ceases its business operations or the part thereof relevant for the contractual performance, or if a similar event occurs which corresponds to the aforementioned situations under the laws in effect at the place of business of the affected party. The Customer is further entitled to extraordinary terminate the agreement in case the Contractor or its subcontractors do not comply with the regulations of the minimum wage legislation.

9. Product Liability

- (1) Insofar as the Contractor is accountable for a damage on the basis of product liability, the Contractor undertakes to indemnify the Customer against any claims for damages by third parties upon first written request. Same applies in cases of joint and several liability in accordance with the product liability law.
- (2) In addition, the Customer shall be entitled to reimbursement of all costs and expenses incurred in this context, in particular those incurred by product recalls. The Customer shall notify the Contractor of the type and scope of recall actions, if this is possible and can be reasonably expected.
- (3) The Customer shall immediately inform the Contractor of the assertion of claims based on product liability and shall not make any payments or recognize any claims without consultation with the Contractor.
- (4) Other statutory claims shall remain unaffected.

10. Transfer of Risk, Acceptance, Inspection for Defects

- (1) For the transfer of risk and title the statutory provisions shall apply, unless otherwise agreed.
- (2) The supply of movables which are to be manufactured or produced as well as installation services require a written acceptance ("Abnahme") by the Customer. The transfer of risk occurs with acceptance. Any implied acceptance, in particular by Customer's use of the products or services, is excluded.
- (3) Apart from that with regard to deliveries, the risk is transferred to the Customer upon arrival at the place of receipt and upon counter-signing of the delivery note by an authorized employee of the Customer. Upon delivery, the Customer shall inspect the delivery only for obvious defects (identity, completeness and damages in transit). In the case of large-scale deliveries, the Customer shall be allowed to narrow the inspection to random checks. In all other respects, the Customer is released from the obligation to inspect and object to defects set forth in § 377 HGB [German Commercial Code].

11. Liability for Defects

- (1) The Contractor shall be liable for defects during the periods prescribed by statute, commencing on the date of transfer of risk or, if acceptance has been provided for, upon acceptance by the Customer, and guaranteeing the contractual and defect-free condition and defect-free functioning of the products or services for which the Contractor is responsible. The period of liability is extended by the time the products or services cannot be used correctly.

- (2) The Contractor is obliged to bear the cost of all expenses arising in connection with the liability for defects. Other statutory claims available to the Customer shall remain unaffected.
- (3) In case of an epidemic failure (frequency of errors significantly above the error frequency rate specified or to be expected normally), the Customer shall be entitled to demand that all delivery items in the series concerned be replaced free-of-charge, regardless of whether the defect has already become apparent or not with regard to an individual item of that series. In addition, the Contractor shall compensate the Customer for any additional costs and expenses that it may have incurred as a result of the epidemic failure (such as, but not limited to, the costs and expenses for inspections of incoming goods, logistics, etc.). Other claims available to the Customer shall remain unaffected.
- (4) Unless longer limitation periods are provided by law, the Customer's claims due to warranty of title are subject to a limitation period of two years from the time a third party alleges infringement of intellectual property rights or any other rights or the Customer becomes aware of the defect of title otherwise.

12. Rights of use

- (1) The Contractor shall grant the Customer the non-exclusive, irrevocable, unrestricted and transferable right covered by the agreed remuneration to fully use the software included to perform the functions included in its scope of service.
- (2) To the extent that the performance involves an individual service for the Customer, the Customer shall obtain an exclusive, irrevocable, transferable right of use which is not limited in time, territory or content and which is covered by the remuneration. The right of use also, and particularly, includes without being limited to the right to publish the documents completely or parts thereof, and duplicate, alter or process them including without being limited to making further use of them for follow-up agreements with third parties.
- (3) The Contractor is obligated to immediately – at latest upon the delivery of goods or the provisioning of services - notify the Customer in writing if open source software is to be used and which licensing terms and conditions shall apply. Section 13 shall apply accordingly.

13. Third Party Right

- (1) The Contractor guarantees that no industrial property rights of third parties exist which conflict with the intended use of the contractual services by the Customer and that no further licenses, approvals, consent or payments are required in association with industrial property rights of third parties so that the Customer can use the contractual services as stipulated in this Agreement or in the relevant Order.
- (2) Each Party shall immediately notify the other Party of any claim related to said third party rights made or threatened against the other Party and/or if it becomes aware of any infringement or alleged infringement of any third party rights in connection with the contractual services.
- (3) On the first written request, the Contractor shall fully indemnify the Customer from any and all legal actions, demands, costs, charges, losses, claims and expenses suffered by the Customer as a result of the infringement or alleged infringement of any third party industrial property rights. In addition to these duties, the Contractor may, at its own discretion and at its own expense either:
 - (a) modify or replace the services in a way that prevents third party rights from being infringed or allegedly infringed, however which ensures that the services continue to

- comply with the contractually agreed requirements in all respects; or
- (b) obtain the right for the Customer to (further) use of the services in accordance with the agreement.
- (4) If the Contractor fails to cease the infringement of third party rights, the Customer shall, at its own discretion, be entitled to withdraw from the relevant Order and to assert claims for compensation or for a corresponding reduction of the purchase price and/or the licensing fee.

14. Confidentiality, Data Protection, Protection of Professional Secrets

- (1) Both parties hereto shall treat in confidence all information from the business of the other party which they become aware of through the business relation and which is not generally available. Such information shall not be used for their own or third parties' purposes. The aforementioned confidentiality obligations shall not apply within Deutsche Telekom Group.
- (2) The Contractor shall undertake to comply with secrecy of telecommunications and data protection provisions and, in particular, the protection of personal data. In the event that the Contractor processes personal data on behalf of the Customer, the Contractor agrees to conclude with the Customer an "Agreement on Commissioned Data Processing (CDPA)" in accordance with the Customer's current model agreement.
- (3) If the Contractor provides its services for the Customer vis-à-vis a person subject to a legal obligation of professional secrecy ("Berufsgeheimnisträger"), the Contractor shall observe the "Obligation to protect confidential information pursuant to section 203 StGB (German Criminal Code)" (under www.telekom.com/en/company/global-procurement).
- (4) All documents made available to the Contractor by the Customer shall remain the Customer's property. Upon the Customer's request Contractor shall return or destroy the documents together with all copies.
- (5) The Contractor undertakes to explicitly and demonstrably inform its employees, vicarious agents and subcontractors that the Customer collects and processes the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, zip code, town and country. The following information shall also be collected on employees, vicarious agents and subcontractors to be deployed who require a work or residence permit as per applicable German and European law in order to take up work in Germany: validity period of the work or residence permit, restriction of weekly working hours as per the work permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.
- (6) Any mention of the Customer as a reference shall require the Customer's prior express consent in writing. Once granted, this consent shall continue to be valid until it is withdrawn. The Customer shall be entitled to withdraw such consent at any time without notice and without stating the reasons.
- (7) These obligations shall continue after the expiry of the agreement.

15. Performance of the Agreement by Third Parties

- (1) The deployment of third parties as subcontractors shall require the prior written consent of the Customer.
- (2) If the Customer gives its consent, the Contractor shall ensure that all subcontracts awarded under the relevant Order are drawn up in such a manner that the Contractor is fully able to meet its obligations to the Customer.

- (3) The Contractor's liability shall remain unaffected by the subcontracting, by the information on the structure of the subcontracting relationship, or by the consent to this by the Customer.

16. Independent Service Provision, Work and Residence Permit

- (1) The Contractor shall provide the contractual services independently and on its own responsibility.
- (2) In principle, the Contractor is free to choose the place of performance in providing its services. However, if the project requires the services to be provided, in part, on the Customer's premises, the Contractor shall be prepared to provide the services to this extent in the relevant facilities. The parties shall agree on the relevant place of performance, taking the project requirements into account.
- (3) The Contractor is solely responsible for providing instructions to its employees and those of the subcontractors it engages. The Contractor is free to organize the provision of its services and to schedule its activities. If required by the project, however, the Contractor shall cooperate with other parties involved in the project to coordinate the working time and to observe agreed deadlines.
- (4) Where employees, vicarious agents or subcontractors are deployed, the Contractor hereby assures that all necessary official approvals (i.e. work and/ or residence permits) have been obtained. The Contractor shall indemnify the Customer from any legal consequences resulting from failure to comply with these requirements.
- (5) As an independent contractor, the Contractor shall undertake to properly submit any value-added tax received to the tax office and to independently and properly pay tax on any remuneration received from the Customer.

17. Deployment Bans

- (1) Contractor's attention is expressly drawn to the fact that it is strictly forbidden for civil servants who left the Deutsche Telekom Group by taking early retirement to perform any further work for the Deutsche Telekom Group, either directly or indirectly. This shall also apply, in principle, to former employees of the Deutsche Telekom Group for a period of 15 months after leaving the company, if they have received severance payment in connection with termination of employment. In addition, if in the specific instance the Customer's procurement department has not issued in advance a written exclusion, a general deployment ban shall exist for current employees of the Deutsche Telekom Group.
- (2) Against this background, the Contractor, in turn, shall undertake to ensure that in providing its service to the Customer, the retired civil servants stated in number 17(1) or personnel as defined by number 17(1), sentence 3, shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in number 17 (1) are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.
- (3) If the Contractor violates the provisions of number 17, the Customer shall be entitled to terminate the agreement for good cause. The Customer also expressly reserves the right to assert damage claims due to such violation.

18. Invoices, Terms of Payment, Taxes

- (1) Invoices shall be submitted after the service has been provided in full.
- (2) Invoices shall be sent solely to the invoice address specified in the Order.

- (3) The Contractor shall submit a verifiable invoice of its services. For each Order a separate invoice is required. Collective invoices which refer to various Orders are not permitted, in particular invoice line items must match order items. As a rule upfront and partial invoices are not allowed. If in an Order partial settlement is agreed, the upfront, partial, partial final and final invoice are to be marked as such and listed individually in numbered sequence. The invoice shall contain the unit placing the Order, the Order number and the place of receipt and, in case of services the proof of performance. The invoice shall be in accordance with § 14 UStG [German Value Added Tax Act]. If the invoice does not comply with the aforementioned requirements, the Customer reserves the right to return the outstanding invoice in order for the Contractor to complete or correct it. In such a case, the payment period shall begin only after the completed or corrected invoice has been received by Customer. Even if the Customer does not make use of the aforementioned proviso, the Customer shall not be responsible for any delay in payment. The invoice with the address given in the Order shall not be issued before the day of performance in accordance with the agreement.
- (4) Amendments and supplements to the agreement are to be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before being carried out.
- (5) The prices agreed are net prices. If applicable, value added tax to the statutory amount shall be added.
- (6) The invoice shall not be paid before the service has been provided. The payment period shall be 30 calendar days net. The payment period shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this number 18, but not before performance/acceptance of the service.
- (7) Unconditional payment of the invoiced amount by the Customer does not constitute recognition of the Contractor's services as being in accordance with the agreement.
- (8) If a credit note procedure has been agreed, the following provisions shall apply in deviation from respectively in addition to the provisions of this number 18:
The Customer effects payments without the Contractor submitting invoices. The payment period shall commence when the Customer has finished entering the data, but no later than three working days after submission of the delivery note/service confirmation and not before provision/acceptance of the service.

The service shall be billed on the basis of the delivery note/service confirmation. The Contractor shall receive a credit note from the Customer on a monthly basis by the third working day of the following month as proof of the services recorded by the Customer electronically. The credit note shall show the services according to type and quantity, as well as the net prices, the value-added tax rate, the value-added tax amount and the total amount for each delivery note/service confirmation.
- (9) The liability for value-added tax shall pass to the Customer if the Contractor is not a German company and the services ("Dienstleistungen") or sales performed under a contract for work and materials ("Werklieferungen") by the Contractor are taxable in Germany (§ 13b UStG [German Value-Added Tax Act]). In such a case, the Contractor shall not itemize German value-added tax in the invoice. If the Contractor brings items from a third country to Germany in order to provide the aforementioned services or work and if in this connection turnover taxes on imports are levied, these taxes shall be borne by the Contractor.
- (10) The Customer may deduct any withholding taxes which may possibly accrue from the price to be paid and pay them to the fiscal authorities for account of the Contractor unless a valid certificate of exemption is provided by the Contractor.

19. Assignment of Claims

- (1) The Contractor's claims against the Customer may only be assigned with the express written consent of the Customer's procurement unit. § 354a HGB [German Commercial Code] shall apply if the transaction is a commercial transaction for both parties.
- (2) The Customer shall be entitled to assign his rights and obligations arising from the agreement individually or in whole to any group company within the meaning of number 1 (3). Such an assignment shall not require Contractor's consent.

20. Set-off

- (1) The Contractor has no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with the Customer.
- (2) The Contractor may only offset such claims which are undisputed or recognized by final and binding judgment.

21. Foreign Trade Regulations

- (1) The Contractor shall be accountable for the compliance with all applicable foreign trade regulations in connection with a delivery and, in particular, for obtaining all authorizations required under export laws on its own responsibility and at its own expense.
- (2) For any delivery of goods, the Contractor shall, in particular, provide the Customer with the following information:
- a. Statistical Commodity Code in accordance with the Harmonized System of the World Customs Organization (WCO),
 - b. Country of origin of the goods (where applicable, in accordance with EU preferential agreements)
 - c. Any foreign trade information and documents relevant for shipment (weight of the goods, customs number, VAT ID).

The information defined under a. and b. shall be provided as either as separate information prior to shipment or, at the latest, as an annotation on the Contractor's invoices.

- (3) If the Contractor delivers goods of U.S. origin or primarily of U.S. origin, it shall be obliged to provide the Customer with the Export Classification Number (ECCN) and to identify any applicable "license regulations" or "license exceptions" according to U.S. re-export laws.
- (4) To the extent that the Contractor has obtained goods and/or services either wholly or partially from third parties, it shall guarantee that they have been obtained from secure sources, and that they have been exported, imported or introduced under observation of and in compliance with the legal export regulations of the country of manufacture/dispatch.

22. Final Provisions

- (1) The place of performance shall be the place of final destination indicated by the Customer.
- (2) The laws of the Federal Republic of Germany shall apply, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions referring to foreign law.
- (3) The venue shall be the at court with jurisdiction at the Customer's principle place of business. However, the Customer shall also be entitled to have recourse to the court with jurisdiction at the Contractor's principal place of business.
- (4) Notwithstanding the legal invalidity of individual items, the remainder of the agreement shall remain binding. However, this shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.

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