



[Convenience translation only. The Dutch version of this T&C, which can be found at <https://www.goflink.com/nl-NL/agb/>, shall be authoritative.]

### General Terms and Conditions (T&C)

The following terms and conditions ("T&C") of Flink B.V. having its registered office in Amsterdam ("Flink", "we", "us", "our") govern the use of the Flink app ("App") and the Flink website accessible at [www.goflink.com/en-NL/](http://www.goflink.com/en-NL/) ("Website") (app and website each also "Platform" and collectively the "Platforms") and apply to all contracts between us on the one hand and you ("Customer", "You", "Your", ) on the other hand.

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#### § 1 General and definitions

1.1 All deliveries of products and services by us to you shall be governed by these T&C. These T&C shall apply to and form an integral part of any offer made by Flink to enter into an agreement between Flink and you with respect to the supply of products and/or services, any amendment or supplement thereto and all (legal) acts in preparation and/or implementation of such agreement. If you place an order, you agree to these T&C without any restrictions. If you do not accept these T&C, you may not use our offer. If you are using our services on behalf of a company, business or organization

(collectively, the "Organization"), you represent and warrant that (a) you are the authorized representative of such Organization and (b) you have the authority to bind such Organization to these T&Cs.

- 1.2 We do not accept any general conditions or other deviating conditions from the customer. The applicability of any general terms and conditions or other conditions applied by you is hereby explicitly rejected by Flink. This shall also apply where you refer to such conditions and we do not expressly reject their applicability.
- 1.3 The version of the T&C valid at the time of conclusion of the contract shall apply to the conclusion of the relevant contract. You can consult, download, and save our currently valid T&C at any time at <https://www.goflink.com/en-NL/agb/>.
- 1.4 Insofar as special rights and/or obligations have been agreed in these T&C for consumers only or for entrepreneurs only, the following definitions apply:
  - 1.4.1 "Consumer" is any natural person acting for purposes outside his trade, business, craft, or profession.
  - 1.4.2 "Entrepreneur" means any natural or legal person acting in the exercise of his trade, business, craft or profession.

#### § 2 Use of the platforms

- 2.1 The terms and conditions of the Apple App Store or the Google Play Store, which you have agreed or will agree in the future with the provider of the Apple App Store or the Google Play Store, also apply to the use of the app.
- 2.2 We strive for the continuous and uninterrupted accessibility and performance of our platforms. However, we do not accept any liability for the continuous availability of our platforms.
- 2.3 We reserve the right to temporarily or permanently deny individual customers access to and use of the platforms for urgent reasons. The customer will be informed of this denial and its duration. During the period of the denial, we are entitled to cancel the orders placed by the customer and to refuse to carry them out. An urgent reason shall exist in particular if
  - 2.3.1 the Customer repeatedly refuses to accept deliveries unjustly;
  - 2.3.2 the Customer behaves towards our delivery staff in a way that violates the applicable law or is otherwise socially and ethically unacceptable;
  - 2.3.3 the Customer fails to comply with its obligations under these T&C.

### § 3 User Accounts

- 3.1 If the customer has to create a user account in order to use our offer, the customer is obliged to truthfully provide his personal data (name, e-mail address, telephone number) as part of the registration process. The customer is obliged to keep the data provided up-to-date at all times. We reserve the right to delete duplicate registrations.
- 3.2 It is the customer's responsibility to prevent unauthorized access to its user account. The customer is liable for all activities arising from his user account, except where the customer is not or cannot be held responsible for unauthorized access. The customer must immediately inform us of any instance of unauthorized access as soon as he becomes aware of it.
- 3.3 The Customer is prohibited from (i) using or attempting to use another person's user account without their consent, (ii) accessing someone else's personal payment information without their consent and/or using someone else's personal payment information without their consent, (iii) creating a user account with a false identity or the identity of someone else without their consent or (iv) accessing the Platform by circumventing a registration process established by us.

### § 4 Contracting, maximum quantities

- 4.1 The display of items on the platforms does not constitute a legally binding offer, but merely an invitation for the customer to select products and submit an offer to us for purchase. Even adding products to the shopping cart does not create a purchase agreement between the customer and Flink.
- 4.2 With the submission of the order via the platform by clicking on the "Buy Now" button (or a substantively and unambiguously designed button), the customer makes us a binding offer for the products added by him to the shopping cart at the displayed price. The minimum order value is 5.00 Euro.
- 4.3 Orders placed by the customer shall not be binding for Flink. The binding agreement with us shall come into effect after the customer has placed an order and the order is accepted by an order confirmation immediately displayed on the Platform and/or the Customer is automatically prompted to select the desired method of payment. If the delivery of the ordered products is not possible, for example because the products are out of stock, no order confirmation will be sent to the customer and the customer will not receive a request to select a payment method. In this case, no contract is concluded, of which the customer will be informed immediately.

We point out that for certain products a minimum age applies (such as tobacco, alcoholic beverages, etc.) and that we do not sell these products to children and adolescents who have not yet reached the corresponding minimum age or deliver them to them in execution of a sales contract. Therefore, for each order of such products, we

ask whether the customer has reached the relevant minimum age. Orders from persons who have not yet reached the relevant minimum age will be rejected by us. Flink is entitled to verify age, among other things by means of an age verification system at the time of purchase and delivery. Furthermore, the provisions of § 5.5 and § 16 shall apply.

- 4.4 If goods, which the Customer has bindingly ordered according to § 4.3, are exceptionally not available, we shall inform the customer immediately after we become aware of this circumstance. In this case we will refund the purchase price already paid for the item in question via the payment method used by the customer. Alternatively, it may be individually agreed with the customer to supply an equivalent replacement product while maintaining the payment obligation.
- 4.5 We reserve the right to limit the composition and delivery of certain products to a certain quantity. When adding a larger quantity to his shopping cart, the customer receives a message about the maximum order quantity of that specific item. Even when no indication about a maximum order quantity of a specific item is provided, the composition and delivery of the products of the products take into account normal household quantities. We reserve the right to reduce the customer's selection of articles if this exceeds normal household quantities.

### § 5 Delivery address, delivery

- 5.1 Delivery shall take place as soon as possible after the order has been placed and shall be carried out by Flink or by a party affiliated to Flink. "**Affiliated party**" shall be understood to mean any (legal) person that exercises control over, is controlled by or is under joint control with Flink, including the natural person exercising control over the aforementioned legal persons. For subsequent delivery(s), the delivery period shall be agreed separately with the customer. We shall be entitled to make partial deliveries if this is reasonable for the customer.
- 5.2 Unless otherwise agreed before the conclusion of the contract, the products will be delivered to the delivery address selected by the customer during the ordering process within the delivery area in the Netherlands. After entering the delivery address on the website or in the App, the customer can determine whether the desired delivery address is located in one of our delivery areas.
- 5.3 By placing the order, the customer declares that his personal data as well as the delivery address provided are correct. The customer is solely responsible for providing a complete, correct, and accurate delivery address. If necessary, additional address information (floor, apartment, etc.) or further instructions for delivery must be added or provided.
- 5.4 The customer and/or a person authorized by him must be present at the specified delivery address from the time the order is placed until delivery. In addition, the customer

must be reachable at the telephone number provided by him during the ordering process for any questions regarding the delivery address. If the customer and/or a person authorized by him cannot be found at the delivery address and the customer cannot be reached at the telephone number provided by him either, Flink may cancel the delivery and without prejudice to its other rights, and the customer may be charged the full amount of the order.

- 5.5 Products subject to a minimum age requirement (such as tobacco, alcoholic beverages, etc.) will only be handed over personally to customers of legal age, i.e. persons who have reached the age of 18. Such products will not be handed over to third parties or customers under the age of 18. Flink shall be entitled not to issue orders for products for which a minimum age is applicable (including but not limited to orders for tobacco, alcoholic beverages, etc.) to the Customer as long as, in Flink's judgement, it has not been sufficiently established by or on behalf of Flink that the person who made the order, or the person to whom the products are to be transferred, has reached the relevant minimum age. The supply of products, such as alcoholic beverages, to a person who has been determined to be over 18 years of age, where the product, such as the beverage, is obviously intended for a person who has not been determined to be over 18 years of age, shall also be deemed to be a supply within the meaning of the first sentence. The customer is required on first request to provide Flink and/or the delivery company with a document as referred to in Article 1, first paragraph, of the Compulsory Identification Act, or all other data and documents reasonably required by Flink and/or to cooperate in any other way in age verification in order to be able to establish whether the customer has already reached the required minimum age. Moreover, the customer must confirm that he has reached the minimum age already during the ordering process (see § 4.4 paragraph 2). If the customer is unable to provide the requested documents, Flink or its delivery company may not deliver the order. If the products cannot be delivered because of inadequate age verification and/or inadequate personal identification at the delivery address, the additional costs of returning the order shall be borne by the customer.

#### § 6 Retention of title

The ordered articles shall remain our property until paid for in full by the customer. Before the transfer of ownership has taken place, the customer is not authorized to pledge, process or otherwise encumber the articles with rights without our express consent.

#### § 7 Prices, delivery costs, tips

- 7.1 Only the purchase price displayed on the platform for the particular item applies. All prices shown on the platform include the statutory VAT rate applicable to that particular

item. The VAT is stated separately for each item. The total value of the shopping basket is visible to the customer at any time in the shopping basket or the order summary.

- 7.2 The separately stated delivery costs apply to delivery within the Netherlands and are clearly communicated to the customer before the conclusion of the agreement.
- 7.3 If the customer voluntarily tips the delivery staff of Flink or delivery staff of an affiliated party, these tips are intended solely for the delivery staff and cannot be considered payment for the ordered goods. In addition, we point out the following: Tips paid for by the customer in cash are intended for the respective delivery personnel. If the customer pays a tip via a tip function on the platform, these will be allocated to the drivers employed by Flink or an Affiliated Company. Flink will take the necessary steps to ensure that these amounts are paid to the respective drivers.

#### § 8 Payment, due date

- 8.1 The payment of the purchase price and the charged delivery costs must be made immediately after the order is placed or is due at the time of the conclusion of the agreement.
- 8.2 The products can be paid through the payment systems and methods we offer on the platform at the time of the order. We reserve the right to offer additional payment systems and/or methods or to exclude individual payment systems and/or methods at any time.

#### § 9 Deposit items

- 9.1 In the case of crates and bottles and other items for which a deposit is charged ("**Deposited Products**"), the deposit is automatically added to the price stated on the platform and the amount of deposit is stated separately.
- 9.2 Plastic deposit bottles can be returned at various collection locations, such as supermarkets larger than 200 m<sup>2</sup>, for a refund of the deposit.

#### § 10 Vouchers

- 10.1 Flink may, in its sole discretion and on a voluntary basis, conduct marketing and advertising campaigns, which may include voucher codes, vouchers, discounts and other promotional offers for redemption through the App and/or the Website (collectively, the "**Vouchers**"). There is no right to receive Vouchers.
- 10.2 The applicable terms and conditions for the use of the Vouchers (e.g. validity period, minimum order quantities and the products for which a Voucher may or may not apply) will be communicated to the Customer prior to or upon receipt of the Vouchers, whereby

Vouchers are in principle not applicable and/or usable for deposit or price bound products and a combination of multiple Vouchers or other discounts is generally not permitted.

10.3 Each Voucher may only be used once by the customer. This applies in particular also to any discounts for new customers. The use and/or redemption of a Voucher for new customers may be refused by us and a discount already granted may be withdrawn or revoked, if the customer places an alleged first order, but uses payment details, personal data and/or a delivery address which are already known to us or which deviate minimally from it or uses a device already registered in our system.

10.4 Vouchers are provided by Flink free of charge. Resale of Vouchers and any other distribution for payment by the customer is prohibited. The same applies to the use of commercial activities, in particular the use for paid commercial actions such as online advertisements, the distribution on websites to which the Customer contributes without being the main owner of the content (such as Wikipedia, Reddit, voucher websites, etc.), as well as the publication on blogs and websites that serve primarily to receive rewards or to make them available to a broad mass. Furthermore, it is not permitted to distribute the Vouchers through group emails, messages to persons unknown to the customer, or automated systems or bots.

10.5 It is not possible to cash out a Voucher. A subsequent settlement after the completion of the order process is excluded. Unused discounts will not be paid out.

10.6 Flink reserves the right to declare Vouchers generally invalid, discontinue or refuse their use without prior notice if irregularities have occurred in their issuance or use. If the use of the Voucher by the Customer is in violation of the relevant terms of the Vouchers and/or any of the provisions of this § 10, Flink shall also be entitled to withdraw the Voucher from the Customer in individual cases and to withdraw the discount granted. Flink reserves the right to block the Customer from further orders, making it impossible for the Customer to place new orders.

### § 11 Right of withdrawal

11.1 If you purchase our products for a purpose which is outside your trade, business, craft or profession, you as a consumer are subject to § 12 - the following provisions apply:

#### Right of withdrawal

You, as a consumer, have the right to revoke a remote agreement within a period of fourteen days without giving any reason. The period of fourteen days starts on the day:

- a. on which you or a third party designated by you, who is not the carrier, has received the products.
- b. on which you or a third party designated by you, who is not the carrier, has received the last product, if in the same order you have ordered multiple products that are delivered separately.
- c. on which you or a third party designated by you, who is not the carrier, received the last consignment or part if the delivery of a product consists of several consignments or parts; or
- d. on which you or a third party designated by you, who is not the carrier, has received the first item for a contract which aims at the regular delivery of goods during a specific period.

In order to exercise your right of revocation, you must inform us at

Flink B.V. Apollolaan 151 1077AR Amsterdam, Netherlands

Email: [contact@goflink.com](mailto:contact@goflink.com)

within the aforementioned period by an unambiguous declaration (e.g. a letter or e-mail sent by post). You may (but are not obliged to) use the attached model form for this purpose.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiration of the withdrawal period.

During the fourteen day period, you will handle the product and its packaging with care. You will only unpack or use the product to the extent necessary to determine the condition, properties and functioning of the product. The basic principle here is that you may only handle and inspect the product as you would be allowed to do in a store.

#### Consequences of right of withdrawal

If you withdraw from this contract in a timely manner, we will refund to you all payments received from you, including delivery costs, immediately and no later than fourteen days from the day on which we receive your withdrawal from this contract. For this refund we will use the same means of payment that you used in the original

transaction, unless expressly agreed otherwise with you; in no case will any costs be charged to you in connection with the refund.

You will bear the direct cost of returning the products. You only have to pay for any reduction in the value of the products if such reduction in value is due to a manner of handling the product that is not necessary to establish the condition, properties and functioning of the product.

*[End of the cancellation policy]*

#### **Model withdrawal form**

Please complete and return this form only if you wish to revoke the agreement.

To:

Flink B.V.

Apollolaan 151

1077AR Amsterdam, Netherlands

email: [contact@goflink.com](mailto:contact@goflink.com)

I/We (\*) hereby inform/share (\*) with you that I/we (\*) revoke our agreement concerning the sale of the following goods (\*) ordered on (\*) / received on (\*)

Name(s) of consumer(s)

Consumer address(es)

Signature of consumer(s) [only if this form is submitted on paper].

Date

(\*) Delete if inapplicable.

#### **§ 12 Exclusion of the right of withdrawal**

- 12.1 According to the law, the right of withdrawal does not exist for contracts
- 12.1.1 Regarding the delivery of products that spoil quickly or have a limited shelf life;

- 12.1.2 For the delivery of sealed products that are not suitable for return for reasons of health protection or hygiene if their seal has been broken after delivery;
- 12.1.3 For the delivery of audio or video recordings and computer software in a sealed package, if the seal has been broken after delivery;
- 12.1.4 for the supply of newspapers, magazines or periodicals, except for a contract for the regular supply of such publications as well as
- 12.1.5 in all other cases mentioned in article 6:230p of the Civil Code.

- 12.2 In the case of a contract for the provision of services, you will not have a right of withdrawal after performance of the contract if (i) performance has begun with the express consent of the customer and (ii) the customer has declared that he will waive his right of withdrawal upon full performance of the contract.

#### **§ 13 Warranty, quality agreement**

- 13.1 In principle, we accept liability for material or legal defects of the products in accordance with the applicable legal regulations and/or § 14 of these T&C. We guarantee that the products comply with the contract and the specifications stated in the offer, with the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations on the date of the conclusion of the contract. If this has been explicitly agreed, we also guarantee that the product is suitable for other than its intended use.
- 13.2 The limitation period for claims/claims due to defects is two years and this period shall commence upon delivery of the products. If the customer is an entrepreneur, all claims of the customer will, in deviation from the above, expire within one year from the delivery of the products or the date that delivery should have taken place.
- 13.3 If you have a complaint about the delivered product and/or other defects, we request that you initially contact our customer service department via the platform or via [contact@goflink.com](mailto:contact@goflink.com). We will make every effort to follow up on any reported complaints and/or defects as quickly as possible and work with you to find a solution.
- 13.4 The description of the products on our platforms does not constitute a quality guarantee or quality agreement. The product description on our platforms, including the product photos on our platforms, may not always match the appearance of the delivered products. A customer cannot make claims for a defect in this regard, to the extent that the deviation is reasonable for the customer. Minor deviations or deviations that otherwise fall within a tolerance that is reasonable according to commercial practice in the industry are permissible and can never constitute grounds for complaints and/or lead to any liability on the part of Flink.

13.5 Damage caused by improper or non-contractual measures by the Customer during installation, connection, operation or storage shall never constitute grounds for complaints and/or lead to any liability on the part of Flink. Whether there is a question of defectiveness and/or failure to comply with the agreement of the products delivered shall be determined in particular on the basis of the information supplied by the manufacturer of the delivered goods.

13.6 If the customer is an entrepreneur, the following applies: The customer must check the products for any transport damage immediately upon receipt. In the event of visible transport damage the customer must report this to Flink immediately in writing. The Customer must have packaging damage confirmed in writing upon acceptance of the products. Should such a defect manifest itself or appear later the customer must report it to Flink in writing immediately, yet within 1 day of its discovery. Claims for existing transport damage may only be made by the customer if the customer has fulfilled his duty of inspection and complaint in accordance with § 3.1. 13.6 in a timely manner. The failure of the business customer to examine and complain in writing within the time specified in this section shall result in the forfeiture of any claims whatsoever in this regard.

#### **§ 14 Limitation of Liability**

14.1 Flink's liability under the law shall not be excluded or limited insofar as the relevant damage claimed by the customer has been caused by intent or gross negligence on the part of Flink, or in the event of the acceptance of a quality guarantee, or in the event of Flink's fraudulent concealment of a defect with respect to products supplied to the customer concerned and in the event of death, physical injury and illness as a result of a defective product sold and delivered by Flink that does not offer the safety that may be expected of it all circumstances considered.

14.2 Without prejudice to any rights the Customer might have and to the extent permitted by law, Flink shall not be liable for any damage not caused by Flink.

14.3 Without prejudice to any rights the Customer may have and insofar as permitted by law (and with the exception of the cases mentioned above under § 14.1) Flink shall only be liable in the event of an attributable failure by Flink to fulfil an essential obligation in these T&C and/or the agreement and Flink's liability shall in that case be limited to direct damage up to an amount equal to the amount of the damage foreseeable at the time of conclusion of the agreement and customary for such agreements. Essential contractual obligations are obligations that are essential for the correct execution of the agreement and on which compliance the contracting party may usually rely. If Flink performs free of charge, Flink shall only be liable for damage suffered pursuant to the conditions set forth in § 14.1.

14.4 The foregoing liability exclusions and limitations also apply to the liability of employees, representatives and auxiliary persons of Flink as well as affiliated parties.

14.5 Liability exceeding the aforementioned liability of Flink shall be excluded.

14.6 A producer's legal liability under product liability remains unaffected.

#### **§ 15 Data Protection**

Our privacy policy can be found at <https://www.goflink.com/en-NL/privacy/>.

#### **§ 16 Minimum age**

16.1 You can order products on our platform for which a minimum age applies (e.g. tobacco, alcohol, etc.). Only persons who have reached the relevant minimum age are entitled to place orders through the platform, to enter into a contract with us, and to receive such products. Please note that such products will only be sold to persons who have reached the relevant minimum age (i.e. persons who have reached the age of 18).

16.2 If an order contains products whose sale is subject to age restrictions, we shall verify whether the purchaser is of age by means of a reliable identity and age verification procedure. The products shall only be handed over after a successful age verification and only to the purchaser personally (see above under § 5.5).

16.3 For questions regarding the protection of minors, please contact our designated Youth Protection Officer at [jugendschutzbeauftragte@goflink.com](mailto:jugendschutzbeauftragte@goflink.com).

#### **§ 17 Copyrights**

Our App and Website are protected by copyright. We grant you the non-exclusive, non-sublicensable and non-transferable, time-limited and revocable right of use at any time to use the app and the website to order products in accordance with these T&C. Any other use of the platform including the pictures, signs, symbols or product descriptions placed thereon, is not permitted without our prior consent. When using the platform, the mass extraction (e.g. by so-called "scraping") and/or further use outside of the platform of the data on the app, in particular regarding the goods offered on the Platform, is particularly prohibited.

#### **§ 18 Modification of the T&C**

18.1 We reserve the right to modify these T&C at any time, except if it would be unreasonable for the Customer. Notwithstanding the foregoing, for new orders and agreements, the version of the T&C in force at the time of the order shall apply to the order and the agreement resulting from it.

- 18.2 In the case of a current long-term contract, we will inform you of a change to the T&C with a push message in the app, via the website or via email at least four weeks in advance. If you do not object within this four-week period, reopen the app or place a new order via the website, the amended T&C will from then on be regarded as accepted by you for the future and will be part of the contract from the time they become valid. We will inform you about the consequences of any silence and the meaning of the four-week period in the notice of the amended Terms and Conditions.
- 18.3 An amendment or adjustment of the T&C shall be considered in particular, if
- 18.3.1 these are merely advantageous for our Customers;
  - 18.3.2 they are necessary in order to comply with applicable law, in particular if the applicable legal situation changes or in order to comply with a court judgment or a decision of the authorities;
  - 18.3.3 they do not materially affect the functionality of the Services or are of a purely technical or organizational nature, or
  - 18.3.4 they relate to additional, completely new services or performances that require a description in the T&C, unless this would be disadvantageous for the current contractual relationship.
- 18.4 § 18.3 shall not apply to changes that would lead to a change in the relationship between the performance and the consideration or to a change in the construction of the entire agreement. In this case, we will offer to continue the contract on the original terms.

#### **§ 19 Applicable law and place of jurisdiction**

- 19.1 All agreements between the Customer and Flink to which these T&C apply and agreements arising therefrom or related thereto shall be governed exclusively by Dutch law. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 19.2 All disputes arising from or relating to the sale and/or delivery of the products and/or these T&C and/or agreements between the Customer who is an entrepreneur and Flink to which these T&C relate and agreements arising therefrom or related thereto shall be submitted exclusively to the competent court in Amsterdam.

#### **§ 20 Consumer dispute resolution procedure**

- 20.1 We point out that we are not obligated or willing to participate in a dispute resolution procedure before a consumer arbitration board. Rather, we always endeavor to resolve any conflicts with our customers ourselves.

- 20.2 The EU Commission has created an Internet platform for online dispute resolution ("ODR platform") between entrepreneurs and Consumers. The ODR platform can be accessed at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/).

#### **§ 21 Language of the agreement, final provision**

- 21.1 The language of the agreement is Dutch. Any translations of these T&C available on Flink's Dutch language website are provided as a service to our Customers only. The Dutch version of the T&C shall however be decisive and binding. In the event of any discrepancy between the Dutch language (version) and any other language (version), the Dutch version shall prevail.
- 21.2 The invalidity of one or more provisions of this Agreement shall not affect the validity of the remainder of the Agreement. The invalid provisions shall be replaced by the applicable statutory provisions.