

TURFTECH INTERNATIONAL LIMITED

GENERAL TERMS AND CONDITIONS OF SALE

1. General Terms

1.1 Unless otherwise agreed in writing by Turftech International Limited ("Turftech" or "Vendor") and its customer ("Buyer"), singly referred to as "Party" and collectively "Parties", these General Terms and Conditions of Sale ("GTCS") shall exclusively apply to all Turftech's offers, quotations, orders, confirmations, sales and delivery of all products (singly referred to as "Product", and collectively "Products") provided by Turftech to the Buyer. For clarity, Buyer's terms and conditions of purchase, or any other general conditions of sale, other than these GTCS, shall not apply and are expressly rejected.

1.2 Unless otherwise agreed in writing, i) no waiver, modification or deviation of any provision hereof shall be binding upon Turftech, and ii) these GTCS supersede any and all terms of prior oral or written communications, agreements and understandings of the Parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by Buyer and any other terms and conditions submitted by Buyer. The current version of the GTCS shall be those posted on Lamberti's internet website. These GTCS and their amendments shall be executed by the Parties, and will take effect from the execution date.

2. Offers and Acceptance

2.1 Unless stated otherwise by Turftech, all Turftech's offers and quotations, in whatever form, are non-binding and merely constitute an invitation to Buyer to place a binding order. All quotations issued by Turftech are revocable and may be subject to change without notice. An agreement ("Agreement") shall only be deemed entered into upon Turftech's written order confirmation, or if an order has been actually carried out by Turftech.

3. Cancellation

3.1 Without prejudice to the provisions set by Art. 5, the Buyer's non-acceptance or rejection of Products (other than as permitted in accordance with these GTCS), or the cancellation of an order accepted by Turftech shall entitle Turftech to recover from the Buyer, in addition to any other damages caused by such action:

- (i) In case of Products which cannot be resold by Turftech to a third party, the price of such Product quoted in the order accepted, or
- (ii) In case of Products which can be resold by Turftech, damages equal to 50% of the accepted price for the Products, unless there are higher indemnifiable damages.

4. Prices and Payment

4.1 Prices and currencies of Turftech's Products are set out and agreed in writing by the Parties in the Agreement.

4.2 Unless otherwise agreed:

- 4.2.1 Turftech's prices do not include Value Added Tax or any other applicable taxes, duty, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof ("Taxes"). The amount of any Taxes, duties, levies or other governmental charges levied in connection with the sale of the Products to Buyer shall be for the Buyer's account and shall be added to each sale invoice.
- 4.2.2 Full payment must be received without deduction for any offset or counter claims unless Turftech shall have given its prior written approval to the account nominated by Turftech and in the currency specified in the invoice. No prompt payments or other types of discounts apply.
- 4.2.3 The delay in payment entitles Turftech to suspend ongoing supplies with immediate effect. In case of delayed payment of the amounts due related to Products supplied and invoiced, Turftech shall be entitled to interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, which will be due from the date of expiry of the relevant invoice.

5. Delivery - Acceptance - Transfer of risks

5.1 The delivery of Products as agreed between Turftech and Buyer, as well as any risk of accidental destruction, deterioration or loss of the Products shall be governed by the Incoterms ICC rule in force at the time of the conclusion of the Agreement, as specified in each order or confirmation document. Turftech will use

all its reasonable efforts to respect the planned delivery date which shall be deemed to be only approximate and shall not be binding, unless stated otherwise and in agreement between the Parties. Turftech shall keep Buyer informed of any significant deviation from the agreed delivery date.

5.2 In case of delay in delivery, Buyer shall not be entitled to any indirect, consequential, punitive or similar damages, penalty, remuneration or other compensation, unless a separate written agreement is entered into between Turftech and Buyer to that effect.

5.3 If after 20 calendar days after the day on which Turftech notified the Buyer that the Products were ready for delivery the Buyer has not accepted actual delivery of them, Turftech may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge the Buyer for any shortfall below the price of the Products.

6. Returns of Products and complaints

6.1 On delivery, Buyer shall examine and inspect the Products. For the Products not matching the agreed quantity and technical specifications (the "Specifications") Buyer cannot make returns without the prior written consent of Turftech. If the Products are returned without authorization, transport, shipping costs, and storage will be at the risk and expense of the Buyer.

6.2 Any complaints about the Products shall be made in writing and shall be made i) immediately on delivery indicating "with reserve" on the delivery note that will also be signed by the carrier, for any obvious and evident deformities and (ii) sent to Turftech, stating the reasons of such defect or non-conformity not later than 10 days from the delivery date in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and (iii) 15 days from the date on which any other defect, default or shortage (e.g. hidden defects) was or ought to have been apparent, but in no event later than (iv) 6 months from the delivery date of the Products or - in case of period of less than 6 months, beyond the expiry of the Products shelf-life. If Buyer does not formally transmit a complaint within the above-mentioned timelines, the Products are deemed to be accepted.

6.3 Notwithstanding the above, any use of the Products shall be deemed an unconditional acceptance of the Products as of the delivery date and a waiver of all claims in respect of the same.

6.4 If there is a disagreement between the Parties concerning the quality of a batch of Products supplied, Turftech shall re-verify, analyzing the samples or other documentary evidence kept by Turftech, whether the Products subject to the complaint comply with the Specifications. In the event that the Parties do not reach a satisfactory resolution of the dispute, representative samples of that lot shall be submitted to an independent laboratory, for analysis. The results of such analysis shall be binding on the Parties, and the Party at fault shall bear the related costs.

7. Packaging

7.1 The packaging is specifically and solely intended for the purpose of packaging the Products sold and shall not itself constitute goods sold. Packaging must always be considered as "non-returnable" and is normally sold to Buyer, together with the Products, unless otherwise specified in advance and in writing. The Buyer shall be responsible for disposing of the packaging in accordance and in compliance with applicable local laws. In the specific case of returnable, hired or loaned packaging, it shall, at all times, unless otherwise or expressly agreed in writing, remain the property of Turftech. Said packaging shall be returned to Turftech in safe and good condition within 30 days from delivery.

8. Warranties

8.1 Turftech warrants that:

- a) the Products are in compliance with the Specifications, and/or technical data sheets and/or certificate of analysis ("Technical Documentation");
- b) neither the intellectual property rights related to the Products nor their importation, storage, promotion, sale and distribution, infringe any intellectual property rights, (including but not limited to trademarks, patents and copyrights) of any third parties;
- c) the warranty period applicable to each type of Products shall correspond to their shelf-life, as described in the Technical Documentation.

8.2 Turftech makes no other express or implied warranty, except insofar as such exclusion is not permitted by law, concerning any Products, including, without limitation, any warranty of fitness for a particular purpose, use, processing or application (Buyer's use, processing and application are outside of Turftech's control and Buyer is solely responsible for such use, processing and application), any warranty of satisfactory quality or any warranty as to correspondence with any description or sample. The suitability of the Product(s) sold hereunder for the uses and applications contemplated by Buyer is the sole and exclusive responsibility of Buyer.

8.3 Turftech does not warrant against any claim of infringement of any patent based on (i) combinations of any Products with other materials, intermediates or products, or (ii) the use of any Products in the operation of any process or application.

9. Transfer of ownership

9.1 The ownership of the Products shall pass to Buyer upon delivery thereof, in accordance with the Incoterms ICC rule in force at the time of conclusion of the Agreement, as specified in each order or confirmation document.

10. Buyer's rights in case of defects

10.1 If there are discrepancies between the Specifications and the delivered Product such as to render the Product unfit for its intended use or significantly decrease its value, Buyer shall send a sample of the Products together with a report of the test performed. If Turftech confirms the non-compliance of all or part of the delivery, Buyer may return the non-compliant Product at Turftech's cost, and the Parties may agree i) to refund the price paid by the Buyer or ii) to offset the paid price on future purchase orders from Buyer, or iii) to replace the non-compliant Product, unless otherwise agreed.

11. Trademarks

11.1 Buyer undertakes not to use the trade names of Turftech for deliveries and invoicing of the Products. Buyer also undertakes not to use the colours, trademarks and logo of Turftech on any of its advertising, letterheads or website.

11.2 Buyer agrees to use Turftech's trademark and logo exclusively under the terms and conditions that may be expressly agreed between the Parties, or that will be indicated by Turftech from time to time, and nothing in this Agreement confers on Buyer an ownership interest in, or full title to, the Turftech trademarks, the ability to assert a claim or right of any nature therein.

11.3 Buyer undertakes not to register any trademarks, company name, domain name which may be identical or confusingly similar to any of the trade names or trademarks of Turftech.

11.4 Buyer undertakes not to challenge in any way the validity and/or the use of the trade name or trademarks of Turftech made by Turftech or by any affiliated companies authorized by Turftech.

12. Liabilities

12.1 Subject to Art. 12.3, each Party shall indemnify and hold harmless the other Party from and against all claims, liabilities, costs, damages and expenses whatsoever which arise from its material breach of the provisions of the Agreement.

12.2 Turftech shall indemnify and hold harmless the Buyer from and against all claims, liabilities, costs, damages and expenses which arise out of, and are directly and exclusively attributable to a proved specific causal nexus to any fault or defect in the materials or workmanship of the Products, except to the extent the liability arises: i) as a result of Buyer's misconduct, including, without limitation, defects caused by the handling or storage of the Products by the Buyer in a manner different from Turftech's instructions; ii) from the improper use of the Product alone and/or in combination with other products by the Buyer and/or Buyer's customers (for the avoidance of doubt, it is understood and agreed that "improper use" shall mean the use of the Product in a manner that conflicts with the instructions recommended by Turftech and/or from the Technical Documentation and/or from the best available technique to manufacture the final goods in which the Product is intended to be used by the Buyer or by the Buyer's customers).

12.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, TURFTECH SHALL IN NO EVENT BE LIABLE TO THE BUYER FOR: (i) ANY DAMAGES WHICH ARE NOT FORESEEABLE AT THE MOMENT OF CONCLUSION OF THE AGREEMENT; (ii) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS, INCREASED MANUFACTURING COST, OR BUSINESS INTERRUPTION, REGARDLESS OF THE FORM OR BASIS OF BUYER'S CAUSE OF ACTION. For each relevant order or Product supply,

Vendor's aggregate liability hereunder shall not exceed the global purchase consideration applicable to the Product(s) to which the cause of action relates.

12.4 Buyer assumes all risks and liabilities for all losses, damages or injuries to person or property including, without limitation, pollution, environmental damages and restoration or remediation liability, resulting from i) Buyer's misconduct, including, without limitation, damage caused by handling or storage of the Products by the Buyer in a manner different from Turftech's instructions; ii) the improper use of the Product alone and/or in combination with other products by the Buyer and/or Buyer's customers. Buyer shall defend, indemnify and hold harmless Vendor, Vendor's affiliates, and their respective officers, employees, agents and representatives from any and all claims and liabilities that arise as result of Buyer's handling, storage, use or disposal of the Product(s) sold hereunder, except to the extent that any such claim or liability results from Vendor's breach of its Product warranty hereunder or Vendor's wilful misconduct.

12.5 Nothing in these GTCS limits or excludes any liability that cannot be limited under applicable laws including, without limitation, liability for death or personal injury caused by negligence.

13. Force majeure

13.1 Neither Party shall be liable for failure to perform any obligation insofar as it can prove (i) that the failure is due to an impediment outside its control and (ii) that it could not reasonably be expected to have foreseen the impediment and its effects upon its ability to perform, at the time of signing of the Agreement; and (iii) that it could not reasonably have avoided or overcome the impediment or its effects (hereinafter the "Force Majeure Event"). For the purpose of this article a "Force Majeure Event" shall include, but shall not be limited to, any war, fire, mechanical breakdowns, accident, earthquake, epidemic, pandemic or other casualty, or any labour disturbance or act of God, or any other contingency beyond reasonable control. Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party, in writing, setting forth the nature of the event, its expected duration and how performance is affected. The affected Party shall resume performance of its obligations hereunder as soon as practicable after the Force Majeure Event ceases. Notwithstanding the foregoing, should the Force Majeure Event continue for a period longer than six months, the other Party may, at its discretion, terminate the Agreement without further liability for either Party.

14. Hardship

14.1 Should one of the Parties believe that the occurrence of events not contemplated by the Parties at the time of execution of the Agreement and which is not attributable to the Parties themselves, causes an excessive burden on the performance of the obligations of this Agreement, altering the equilibrium of the financial relationships between the Parties, then such Party may make a request for a revision to or termination of the Agreement. The Parties shall consult each other with a view to revising the Agreement on an equitable basis in order to ensure that neither Party shall suffer excessive prejudice. Should the Parties agree on an equitable amendment of the Agreement and/or any Annex they shall sign a written Addendum of the Agreement.

15. Compliance with Laws

15.1 Turftech undertakes to comply with all laws and regulations applicable to it in the place of production, with the express exclusion of laws and regulations applicable in the Buyer's country, unless agreed in advance by the Parties in writing. The Buyer undertakes to comply with all laws and regulations applicable to it. Without prejudice to the foregoing, neither Party shall be liable to the other Party for civil and criminal sanctions which have been imposed on the other Party, as well as administrative sanctions, for such other Party's own breach - or alleged breach - of anti-corruption obligations, and the legal fees related to those proceedings, investigations and prosecutions.

15.2 Buyer warrants and represents that the supply of the Products (or items into which Products have been incorporated) by Buyer to a third party, shall not place Turftech in breach of any applicable export control or sanctions rules, including the regimes under the UK's Sanctions and Anti-Money Laundering Act 2018, the Export Control Order 2008 and the Anti-Terrorism, Crime and Security Act 2001 (the "UK Sanctions Regime"). Buyer shall not supply Products (or items into which Products have been incorporated) directly or indirectly to any entity based in countries subject to high-risk jurisdiction alerts of the Financial Action Task Force. Buyer's failure to comply with this article shall constitute a material breach of this Agreement. Buyer shall indemnify Turftech against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, Turftech as a result of any breach by Buyer of this article.

15.3 Buyer represents and warrants that it is not, nor is it owned by or associated with any party that is, designated on any UK, E.U., U.S. or other government restricted parties lists, including without limitation the U.S. Treasury Department Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals and

Blocked Persons List and the UK Sanctions Regime, and the Buyer agrees that it will not sell or transfer any goods to such persons. Buyer shall comply with all UK, E.U., U.S. or other applicable economic sanctions and export control laws and regulations, including without limitation, the regulations administered by the OFAC and the UK Sanctions Regime, and shall in any case refrain from re-sale the Products, both directly and indirectly, to any entity and/or person and/or end user which is (and/or whose beneficial owner(s) is/are) deemed as Specially Designated Nationals (SDNs) by the OFAC of the US Department of the Treasury and /or is listed in any of the black lists issued by the European Union (as may be updated from time to time) and/or included in the UK Sanctions List and/or included in one of the lists adopted according to Art. 41 of the Charter of the United Nations.

15.4 In case of breach by the Buyer of its undertakings, representations and warranties under Art. 15.1, 15.2 and 15.3, Turftech has the right to terminate the Agreement.

15.5 In case of breach by Turftech of its undertakings, representations and warranties under Art. 16.1, Buyer has the right to terminate the Agreement.

16. Assignment

16.1 Subject to Art.16.2, the Agreement (including all rights, duties and obligations hereunder) will be binding upon and inure to the benefit of the respective successors and assigns of the Parties, and may not be transferred or assigned by either Party without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

16.2 It is understood that Turftech has the right to assign the Agreement without Buyer's consent to an affiliate of Turftech, or to a buyer or other successor to Turftech's assets used in the manufacture of the Products.

17. Data Protection

17.1 In this Article 17, the following terms shall have the following meanings: "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in EU/UK Data Protection Law;

"**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU/UK Data Protection Law.

"**EU/UK Data Protection Law**" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "EU GDPR"); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

17.2 The Parties acknowledge that each Party is a controller of the personal data it discloses ("**Disclosing Party**") to the other Party under this Agreement ("**Data**"), and that the other Party ("**Receiving Party**") will process the Data as a separate and independent controller strictly for the purposes described in this Agreement (or as otherwise agreed in writing by the Parties) ("**Permitted Purpose**"). In no event will the Parties process the Data as joint controllers.

17.3 Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. In particular (and without limitation):

17.3.1 the Disclosing Party shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order to disclose the Data to the Receiving Party to process for the Permitted Purpose; and

17.3.2 the Receiving Party shall be separately and independently responsible for complying with Applicable Data Protection Law in respect of its processing of Data it receives from the Disclosing Party.

17.4 The Receiving Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").

17.5 The Receiving Party may, at its election, appoint third party processors to process Data for the Permitted Purpose, provided that such processors: (a) agree in writing to process Data in accordance with the Receiving Party's documented instructions; (b) implement appropriate technical and organisational security measures to protect the Data against a Security Incident; and (c) otherwise provide sufficient guarantees that they will process the Data in a manner that will meet the requirements of Applicable Data Protection Law.

17.6 In the event that either Party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the Data by the Disclosing Party to the Receiving Party for the Permitted Purpose; or (b) processing of Data by the other Party, it

shall promptly inform the other Party giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.

17.7 International transfers: The Receiving Party shall not process any Data (nor permit any Data to be processed) in a territory outside of the European Economic Area or the United Kingdom unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

17.8 This Clause shall survive termination or expiry of this Agreement. Upon termination or expiry of this Agreement, the Disclosing Party may continue to process the Data provided that such processing complies with the requirements of this Clause and Applicable Data Protection Law.

18. Anti - Bribery

18.1 The Buyer shall comply with any law, regulation, directive and applicable law of any authority, governmental entity, and any other national and international institution relating to practices and offences of corruptive nature, including (without limitation) the UK Bribery Act 2010 (the "Applicable Law"), including rules concerning illegal payments or offers or promises of money or other benefits to public officials or persons in charge of public services for the performance of their duties or powers.

18.2 The Buyer shall, and shall procure that its officers, directors, employees, contractors or consultants shall not undertake, directly or indirectly, any action in the performance of the Agreement and supply provided therein, which may constitute a breach of any Applicable Law, and, in particular, the Buyer shall not, and shall procure that its officers, directors, employees, contractors or consultants shall not: a) offer, make or authorize any contribution, payment of gift or other benefits to public officials or persons in charge of public services officials, employees or agents of any authority, governmental entity, and any other national and international institution; b) make a contribution, of any nature, to any candidate to a public office.

18.3 In case of breach of the Buyer of its undertakings under Article 18.2 Turftech has the right to terminate the Agreement with immediate effect by sending a written notice.

19. Applicable Law

19.1 The GTCS and the Agreement are governed, construed and enforced in accordance with the laws of the country of Vendor's incorporation.

20. Jurisdiction

20.1 Without prejudice to Art.20.2, any and all claims and disputes involving the Parties and arising out of or in connection with the Agreement, or the execution, interpretation, validity, performance, breach or termination hereof which cannot be finally resolved by the Parties within fifteen (15) days of the dispute being raised by amicable negotiation and conciliation, shall be exclusively resolved by the courts having jurisdiction over the Vendor's registered head office.

20.2 All disputes relevant to confidential information or data protection arising out of, related or connected to the Agreement, shall be settled by arbitration under the London Court of Arbitration Rules then in force (the Rules), by a sole arbitrator, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this article. The Arbitral Tribunal shall decide in accordance with the rules of UK law. The seat of the arbitration shall be London. The language of the arbitration shall be English.

21. Miscellaneous

21.1 **Notices:** notice by either Turftech or Buyer will be made only by e-mail to the address set forth in the Agreement - or in the relevant correspondence - with confirmation, or by letter addressed to the other Party at its address in the Agreement or in the relevant correspondence, and will be considered given as of the time it is confirmed by read receipt for e-mail. If no contact information is provided in the Agreement, notices to Turftech should be made by e-mail to info@turftech.co.uk.

21.2 **Language:** these GTCS are executed in English and, for convenience only, may be translated in another language. In case of any discrepancy, the English text shall prevail.

21.3 **Confidentiality:** any technical, commercial, industrial, financial or other information related to the Vendor, Turftech Group (to include any and all affiliate(s), directly-indirectly controlled companies and related parties to Turftech) and the Products and/or their samples supplied or disclosed by Turftech to Buyer or otherwise obtained by Buyer whether prior to or after the conclusion of the order with Buyer for the sale of Products (the "Confidential Information"), shall be treated as strictly confidential by Buyer. Buyer may share the Confidential Information with its employees, contractors, advisors and consultants to the

extent reasonably necessary to perform the purpose of the Agreement provided that, before any such disclosure, Buyer makes the recipient aware that the Confidential Information is confidential and of its obligations of confidentiality under the Agreement. The confidentiality obligations shall not apply to any information that Buyer can show and demonstrate was in its possession before receiving it from Turftech, or was in the public domain, or was acquired from a third party without violating its confidentiality obligations, or to the extent disclosure is required by any applicable law. Buyer shall:

- a) not use Turftech's information and samples, except for the purpose of this Agreement;
- b) not analyze the samples to determine the composition of samples and not to reverse engineer the sample;
- c) not measure the properties of samples, except as reasonably necessary to accomplish the purpose;
- d) not transfer or make Turftech's Confidential Information or samples available to others (including patent offices);
- e) not make copy or duplicate the Confidential Information or samples without the prior written consent of Turftech;
- f) limit access of Turftech's Information and samples to persons that require that access to achieve the purpose of this Agreement, provided those persons are advised and are subject to the obligations of this Agreement;
- g) return to Turftech or destroy any unused samples when requested by Turftech;
- h) not file any patent, utility model or design application based upon or disclose any of Turftech's information or samples, or disclose any Turftech-proprietary designation for its samples, unless with prior written consent of Turftech.

All obligations of confidentiality set forth in this art. 22.3 shall survive the termination of the Agreement and remain in force for an indefinite period until the Confidential Information has come into the public domain without the Buyer or any of its representatives having been involved in breach of the commitments hereunder or otherwise responsible for the unauthorised disclosure.

21.3 Severability: should any provision of these terms and conditions in whole or in part be invalid or unenforceable or later lose its legal validity or enforceability, this shall not affect the validity of the remaining provisions of these terms and conditions. The same applies if it should turn out that these terms and conditions contain a loophole. In order to replace the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall apply which comes closest to what the parties would have wanted or would have wanted according to the meaning and purpose of these terms and conditions, if they had considered this point when concluding these terms and conditions or when subsequently adding a provision.