

TERMS AND CONDITIONS OF OXIPACK, INC.

General Terms and Conditions ("Terms and Conditions") issued by Oxipack, Inc., a Delaware corporation with registered office located at 251 Little Falls Drive, Wilmington, DE 19808 ("Oxipack")

Article 1: Scope of application

- 1.1. These Terms and Conditions apply to all offers and sales made by Oxipack, to all agreements that it enters into and to all agreements arising from this, all of which insofar as Oxipack is the supplier or the contractor.
- 1.2. Oxipack is referred to as "the Contractor". The other party, to whom an offer and/or sale is made by Oxipack, is referred to as "the Client".
- 1.3. In the event of conflicts between the agreement entered into by the Client and the Contractor and these Terms and Conditions, the provisions of the agreement will prevail.
- 1.4. The acceptance of any order is expressly conditioned upon the Client's consent to these Terms and Conditions. No interlineations, deletions, modifications or amendments to these Terms and Conditions shall be binding on the Contractor unless agreed to and accepted in writing by the Contractor, nor shall the Client's terms and conditions have any legal effect unless accepted by the Contractor in writing. The initiation of performance under the agreement shall indicate the Client's acceptance of these Terms and Conditions.

Article 2: Offers

- 2.1. All offers are without obligation and non-binding in nature, including offers that include a term for acceptance. The Contractor is entitled to revoke its offer, in its sole discretion, up to two (2) working days after it has received the acceptance by the Client.
- 2.2. If the Client provides the Contractor with information, the Contractor may assume that it is accurate and complete and will base its offer on this information.
- 2.3. The prices stated in the offer are denominated in US Dollars, excluding sales tax and other government levies or taxes. The prices do not include travel, accommodation, packaging, storage and transport costs, nor do they include costs for loading, unloading and cooperating with customs formalities.

Article 3: Confidentiality

- 3.1. All information provided to the Client by or on behalf of the Contractor, such as offers, designs, images, drawings, specifications, inventions, processes, initiatives, and technical and commercial know-how, of whatever nature and in whatever form are confidential, and the Client, and its employees, agents and subcontractors, will not use it for any purpose other than for the implementation of the agreement.
- 3.2. The Client will not disclose or reproduce the information referred to in paragraph 1 of this article.
- 3.3. If the Client infringes one of the obligations referred to in paragraphs 1 and 2 of this article, it will owe an immediately payable penalty of twenty-five thousand US Dollars (\$25,000) for each infringement. This penalty can be claimed in addition to compensation by virtue of the law.
- 3.4. The Client shall return or destroy the information referred to in paragraph 1 of this article immediately on request, within a period set at the discretion of the Contractor, or destroy it in a manner to be determined by the Contractor, without being allowed to retain a copy in any form whatsoever. If this provision is infringed, the Client will owe the Contractor

an immediately payable penalty of one thousand US Dollars (\$1,000) per day. This penalty can be claimed in addition to compensation by virtue of the law.

- 3.5. The provisions set forth in this article 3 shall survive the termination of the agreement between the Contractor and the Client.

Article 4: Advice and information provided

- 4.1. The Client cannot derive any rights from advice and information provided by the Contractor that is not directly related to the agreement.
- 4.2. If the Client provides the Contractor with information, the Contractor may assume that it is accurate and complete when an offer is made and/or the agreement is implemented.
- 4.3. The Contractor is not obliged to warn of, or to independently investigate, any inaccuracies in the order, defects and unsuitability of goods originating from the Client and errors or defects in plans, drawings, calculations, specifications or implementation instructions provided by the Client.
- 4.4. The Client agrees to indemnify the Contractor against any third-party claims related to the use of advice, drawings, calculations, designs, materials, trademarks, logos, brands, samples, models and the like provided by or on behalf of the Client. The Client will compensate the Contractor for all damage suffered by the Contractor, including all costs incurred for defence (attorney's fees, court costs, witness fees) as well as travel and lodging, against these claims.

Article 5: Delivery time/implementation period

- 5.1. Delivery times or implementation periods specified are indicative and in no event shall delivery times or implementation periods be construed as falling within the meaning of "time is of the essence". If these are exceeded, the Client must issue the Contractor at all times with a notice of default. However, the Contractor shall not be responsible for any delays in filling orders, nor shall it be liable for any loss or damages resulting from such delays regardless of whether such delays are due to force majeure or otherwise.
- 5.2. The delivery time or implementation period only commences once an agreement has been reached on all commercial and technical details, once all the information, including final and approved drawings and the like, is in the possession of the Contractor, all goods to be made available by the Client have been received by the Contractor, the agreed payment (or instalment) has been received, and the other conditions for the agreement have been met. If the delivery time no longer applies, the Contractor may determine a new delivery time taking into account the Contractor's schedule.
- 5.3. The delivery time no longer applies if there are circumstances other than those known to the Contractor when it specified the delivery time and those circumstances are at the expense and risk of the Client, including changes to the order, contract variations or suspension by the Contractor. If the delivery time no longer applies, the Contractor may determine a new delivery time taking into account the Contractor's schedule.
- 5.4. If:
- a. there are circumstances other than those known to the Contractor at the time it set the delivery period or implementation period, the delivery period or implementation period may be extended by the time the Contractor needs – taking into account its planning – to implement the agreement under these circumstances;
 - b. there are agreement extras, the delivery period or implementation period may be extended by the time the Contractor needs – taking into account its planning – to have the materials and parts delivered and to carry out the agreement extras;

- c. the Contractor suspends its obligations, the delivery period or implementation period may be extended by the time the Contractor needs – taking into account its planning – to implement the agreement after the reason for the suspension no longer applies.

Unless the Client has evidence to the contrary, the duration of the extension of the delivery period or implementation period is presumed to be necessary and to be the result of a situation as referred to above in a to c.

- 5.5. The Client is obliged to pay all costs that the Contractor incurs or damages that the Contractor suffers as a result of a delay in the delivery or implementation period as stated in paragraph 4 of this article.
- 5.6. Under no circumstances does exceeding the agreed delivery or implementation period give the Client the right to compensation or to terminate the agreement. The Client agrees to indemnify the Contractor against any third-party claims due to exceeding the delivery or implementation period.

Article 6: Delivery and risk transfer

- 6.1. Delivery takes place when the Contractor, at its business location, makes the goods available to the Client and has informed the Client that the goods are at its disposal. From that time onwards, the Client bears the risk of the goods in terms of storage, loading, transport and unloading among others. If the Client does not accept or pick up the goods at the date specified by the Contractor, the delivery of the goods shall nevertheless be deemed accepted by the Client which shall therefore pay for the goods delivered.
- 6.2. The Client and the Contractor may agree that the Contractor will be responsible for the transport. In that case too, the Client bears the risk of, inter alia, storage, loading, transport and unloading. The Client can insure itself against these risks.
- 6.3. If after delivery, transport is carried out by or on behalf of the Client and the Contractor must have access to (transport) documents that are in the Client's possession, the Client must make those documents available to the Contractor free of charge upon first request.
- 6.4. If goods are exchanged and the Client retains the goods to be exchanged pending delivery of the new goods, the risk of the goods to be exchanged remains with the Client until the time that it hands over the goods to the Contractor. If the Client is unable to deliver the goods to be exchanged in the condition in which they were when the agreement was concluded, the Contractor may terminate the agreement wholly or in part.

Article 7: Price changes

- 7.1 The Contractor may pass on to the Client an increase in cost-determining factors that occurs after entering into the agreement. The Client is obliged to pay the price increase immediately on the Contractor's request.

Article 8: Force majeure

- 8.1. If the Contractor fails to fulfil its obligations, this cannot be attributed to the Contractor if this failure is due to force majeure. In that event, the Contractor shall not be liable for any damage suffered by the Client as a result. Except as provided in paragraph 4 of this article, the Client is in that event also not entitled to terminate the agreement in whole or in part.
- 8.2. Force majeure includes, inter alia, if third parties engaged by the Contractor – such as suppliers, subcontractors and transporters, or other parties that the Client is dependent on – do not meet their obligations at all or on time, or circumstances due to, but not

limited to, Acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical, biological contamination or sonic boom, epidemic or pandemic; any law or any action taken by a Government or a public authority including without limitation imposing an export or import restriction, quota or prohibition, and the collapse of buildings, fire, explosion or accident.

- 8.3. The Contractor is entitled to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations to the Client due to force majeure. Once the force majeure circumstances no longer apply, the Contractor will fulfil its obligations as soon as its planning permits.
- 8.4. If it concerns force majeure and fulfilment is or becomes permanently impossible, or the temporary force majeure circumstances have lasted for more than six (6) months, the Contractor is entitled to terminate the agreement with immediate effect either entirely or in part. In those cases, the Client is entitled to terminate the agreement with immediate effect, but only for that part of the obligations that the Contractor has not yet fulfilled.
- 8.5. The parties are not entitled to compensation for the damages suffered or to be suffered as a result of the force majeure, suspension or termination as referred to in this article.

Article 9: Scope of the work

- 9.1. The Client shall ensure that all licences, exemptions and other decisions that are necessary to carry out the work are obtained in good time. The Client is obliged to send the Contractor a copy of the aforementioned documents immediately on the Contractor's request.
- 9.2. Unless otherwise agreed in writing, the work does not include:
 - a. groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or other construction work;
 - b. making connections to gas, water, electricity, internet or other infrastructural facilities;
 - c. measures to prevent or limit damage to, of theft or loss of goods present at or near the workplace;
 - d. removing equipment, building materials or waste;
 - e. vertical and horizontal transport.

Article 10: Agreement extras

- 10.1. Agreement extras are calculated on the basis of the price applicable at the time the extra work is performed. The Client is obliged to pay the price for the agreement extras immediately on the Contractor's request.

Article 11: Implementation of the work

- 11.1. The Client will ensure, at its own risk, that the Contractor can carry out its work undisturbed and at the agreed time and that it is given the necessary facilities for the implementation of its work free of charge, such as:
 - a. gas, drinking water, hygiene facilities, electricity, telephones and internet;
 - b. heating;
 - c. lockable dry storage space;
 - d. suitable access roads for any necessary transport;
 - e. lifting and hoisting cranes;
 - f. all necessary tools, equipment, material, supplies, machinery and instruments;

- g. all safety regulations applicable at the agreed location;
 - h. work permits, official entries, exits, and general access to the agreed location during relevant working hours. The Client is obliged to provide the Contractor with a copy of the aforementioned documents on the Contractor's first request.
- 11.2. The Client bears the risk and is liable for damage to and theft or loss of goods belonging to the Contractor, the Client and third parties, such as tools, material or equipment intended for the work or used for the work, located at or near the place where the work is carried out or at another agreed location. In addition, the Client is responsible for taking all necessary safety measures for the entire duration of the work.
- 11.3. Notwithstanding the provisions in paragraph 2 of this article, the Client is obliged to take out adequate insurance against the risks referred to in that paragraph. In addition, the Client shall take out insurance for the risk of work-related damage with regard to the equipment to be used. The Client shall send the Contractor a copy of the relevant insurance(s) and proof of payment of the premium immediately on request. In the event of damages, the Client is obliged to report this immediately to its insurer for further processing and settlement.

Article 12: Delivery of the work

- 12.1. The work is considered to be delivered in the following cases:
- a. once the Client has approved the work;
 - b. if the Client has put the work into operation. If the Client puts part of the work into operation, then that part is considered to have been delivered;
 - c. if the Contractor has notified the Client in writing that the work has been completed, and the Client fails to inform the Contractor in writing that the work has not been approved within fourteen (14) calendar days of the day of the notification;
 - d. if the Client does not approve the work on the grounds of minor defects or missing parts that can be repaired or delivered within thirty (30) calendar days and that do not hinder the commissioning of the work.
- 12.2. If the Client does not approve the work, it is obliged to inform the Contractor of this in writing, stating the reasons. The Client shall give the Contractor the opportunity to deliver the work at a later date.
- 12.3. The Client agrees to indemnify the Contractor against third-party claims concerning damage to parts of the work not delivered due to the use of parts of the work that have already been delivered.

Article 13: Liability

- 13.1. In the event of an attributable failure, the Contractor is still obliged to fulfil its contractual obligations, with due observance of article 14.
- 13.2. The Contractor's obligation to compensate damages – regardless of the grounds – is limited to the damage against which the Contractor is covered under an insurance policy taken out by it or on its behalf. However, the scope of this obligation is never greater than the amount paid out under this insurance in the case in question.
- 13.3. If, for whatever reason, the Contractor does not have the right to invoke paragraph 2 of this article, the obligation to compensate damage is limited to a maximum of fifteen percent (15%) of the total agreement amount (excluding sales tax). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of fifteen percent (15%) (excluding sales tax) of the agreement amount for that part or that partial delivery. If it concerns continuing performance agreements, the obligation to compensate damage

is limited to a maximum of fifteen percent (15%) (excluding sales tax) of the agreement amount owed over the last twelve (12) months prior to the loss-causing event.

13.4. The following do not qualify for compensation:

- a. consequential damages. Consequential damages include inter alia business interruption losses, loss of production, loss of profit, missed savings and subsidies, tax disadvantages, costs incurred in vain, internal costs of the client, reduced goodwill and damage to reputation, penalties, damage resulting from liability of the client towards third parties, loss in connection with damage, destruction or loss of data or documents, transport costs and travel and subsistence expenses storage costs, costs for replacement equipment and labor and costs in connection with recall actions;
- b. damage to property in the care, custody or control of, but not owned by the insured party. Among other things, this damage includes damage caused by or during the performance of the work to goods that are being worked on or to goods that are located in the vicinity of the place where the work is being carried out;
- c. damage to or caused by or with equipment provided to the Contractor;
- d. damage as a result of intent or wilful recklessness by the Contractor's auxiliary staff or non-managerial subordinates;
- e. damage to material supplied by or on behalf of the Client, including as a result of improperly executed processing, assembly, mounting or installation.

The Client can take out insurance for these damages if possible.

13.5. The Contractor is not obliged to compensate damage to material supplied by or on behalf of the Client as a result of improper processing.

13.6. The Client agrees to indemnify the Contractor against all third-party claims due to product liability as a result of a defect in goods that have been delivered by the Client to a third party and of which the products or materials supplied by the Contractor are a part. The Client is obliged to reimburse all the damages suffered by the Contractor in this respect, including, but not limited to, the (full) costs of the defence (attorney's fees, court costs, witness fees) as well as travel and lodging.

13.7. Any claim for damages by the Client shall lapse after a period of twenty-four (24) months from the date it arose unless the Client has brought the claim before the competent court before the expiry of that period.

Article 14: Warranty and other claims

14.1. Unless otherwise agreed in writing, the Contractor warrants the proper execution of the agreed performance for a period of six (6) months after delivery or completion, as detailed in the following paragraphs and in the Contractor's Limited Warranty.

14.2. If the parties have agreed to deviating warranty conditions, the provisions of this article will remain in full force, unless this is in conflict with those deviating warranty conditions.

14.3. The Client must lend all cooperation free of charge to the investigation by or on behalf of the Contractor of a complaint by the Client about the performance carried out, failing which all rights of the Client in connection with that complaint shall lapse.

14.4. If the Contractor has rejected a complaint about the performed service on good grounds, the Client must reimburse all costs reasonably incurred in connection with investigating the complaint.

14.5. If the agreed performance has not been executed properly, the Contractor will decide within a reasonable period of time whether it will still perform the work properly, replace

the delivered good in whole or in part or credit the Client for a proportionate part of the agreement amount.

- 14.6. If the Contractor opts to still execute the performance properly or replace the delivered good in whole or in part, it will determine the manner and time of execution and the Client will in all cases offer the Contractor the opportunity to do so. The Client shall in all cases offer the Contractor the opportunity to do so. If the agreed performance (also) included the processing of material provided by the Client, the Client shall supply new material at its own expense and risk.
- 14.7. The Contractor is only obliged to implement the warranty if the Client has fulfilled all its obligations.

Article 15: Obligation to complain

- 15.1. The Client no longer has the right to invoke a defective performance if it has not complained to the Contractor in writing within fourteen (14) calendar days after it discovered or should reasonably have discovered the defect.
- 15.2. The Client shall have filed complaints about the invoice with the Contractor in writing and within the payment term, subject to forfeiture of all rights. If the payment term is longer than thirty (30) calendar days, the Client shall have filed its complaint in writing within thirty (30) calendar days of the invoice date at the latest.

Article 16: Failure to take possession of goods

- 16.1. The Client is obliged to take actual possession of the goods that are the subject of the agreement at the agreed location at the end of the delivery or implementation period.
- 16.2. The Client shall cooperate fully and free of charge to enable the Contractor to deliver the goods.
- 16.3. Goods not taken into possession are stored at the Client's expense and risk.
- 16.4. If the provisions of paragraph 1 or 2 of this article are infringed, the Client will owe the Contractor a penalty for each infringement of two hundred and fifty US Dollars (\$250) per day up to a maximum of twenty-five thousand US Dollars (\$25,000), after the Contractor has given notice of default. This penalty can be claimed in addition to compensation by virtue of the law.

Article 17: Payment

- 17.1. Payment is made at the Contractor's business address or into an account to be designated by the Contractor. In the event the Contractor feels insecure concerning payment by the Client, the Contractor reserves the right to require cash or letter of credit payment terms.
- 17.2. Unless otherwise agreed, payments shall be made within thirty (30) calendar days of the invoice date.
- 17.3. If the Client fails to fulfil its payment obligation, it is obliged to comply with a request from the Contractor for a tender of payment instead of the agreed amount.
- 17.4. The Client's right to offset its claims against the Contractor or to suspend the fulfilment of its obligations is excluded, unless the Contractor has been granted a suspension of payments or is bankrupt or the statutory debt adjustment scheme applies to the Contractor.

- 17.5. Irrespective of whether the Contractor has fully executed the agreed performance, everything that the Client owes or will owe it under the agreement is immediately due and payable if:
- a payment term has been exceeded;
 - the Client does not fulfil its obligations under article 16;
 - the Client has not provided security upon first request under article 18 below;
 - the Client has filed for bankruptcy or suspension of payments;
 - the Client's goods or claims have been attached;
 - the Client (a company) is dissolved or wound up;
 - the Client (a natural person) files a application to be admitted to the statutory debt adjustment scheme, is placed under a guardianship order or has died.
- 17.6. If payment is delayed, the Client will owe interest on that sum to the Contractor with effect from the day following the day agreed as the final day of payment up to and including the day on which the Client settles the amount in question. If the parties have not agreed on the final day of payment, the interest is due from thirty (30) calendar days after the sum has become due and payable. The interest is twelve percent (12%) per year, or the maximum permitted by law.. For the interest calculation, a part of the month is considered to be a full month. At the end of each year, the amount on which the interest is calculated will be increased by the interest due for that year.
- 17.7. The Contractor is entitled to offset its debts to the Client against claims that companies affiliated to the Contractor have against the Client. In addition, the Contractor is entitled to offset its claims to the Client against debts that companies affiliated to the Contractor have against the Client. Furthermore, the Contractor is entitled to offset its debts to the Client against claims against companies affiliated to the Client.
- 17.8. For late payments, the Client owes the Contractor all extrajudicial costs with a minimum of seventy-five US Dollars (\$75).

These costs are calculated on the basis of the following table, i.e., the principal sum plus interest:

on the first \$3,000	15%
on the excess up to \$6,000	10%
on the excess up to \$15,000	8%
on the excess up to \$60,000	5%
on the excess from \$60,000 or more	3%

The extrajudicial costs actually incurred are due if they are higher than the calculation given above.

- 17.9. The Client shall pay all of the Contractor's costs of collection of any amounts past due, including, but not limited to, attorneys' fees, court costs, witness fees, travel and lodging. The Contractor will be entitled to apply payments made by the Client first to pay those claims it deems appropriate, including, but not limited to, interest, late charges and costs of collection.

Article 18: Securities

- 18.1. Irrespective of the agreed payment terms, the Client is obliged to provide sufficient security for payment immediately on the Contractor's request and at its discretion. If the Client does not comply with this provision within the set time limit, it will immediately be in default. In that case, the Contractor has the right to terminate the agreement and to recover its damages from the Client.
- 18.2. In order to protect and secure payment of all debts due and owing from the Client and until the Contractor has been paid in full, the Client hereby grants to the Contractor a

security interest in the goods, and all proceeds and all accounts receivables resulting from the sale of the goods. In connection therewith, the Client hereby authorizes the Contractor to take all necessary steps to file such financing statements and exhibits with the proper authorities, including the filing of a UCC-1 financing statement.

- 18.3. Until the Client has paid for the goods in full, the Client shall not pledge, mortgage, encumber, or create or suffer to exist a security interest in the goods in favor of any person other than the Contractor unless written approval of such other security interest is given by the Contractor. Additionally, the Client agrees to keep the goods insured to their full value until payment is received by the Contractor. In the event the Client sells the goods to a third party before payment in full is received by the Contractor, the Client agrees to secure its security interest in the goods at the time of sale to its customer in order to protect the Contractor's interests to the greatest extent possible.

Article 19: Intellectual property rights

- 19.1. The Contractor is considered to be the maker, designer or inventor of the goods, works, models, inventions, trademarks, trade names, logos, designs and any other materials ("Intellectual Property") created or made available in the context of the agreement. The Contractor therefore owns all the rights in the Intellectual Property.
- 19.2. The Contractor will not transfer any Intellectual Property rights to the Client in the implementation of the agreement. Therefore, the Client shall not reproduce, modify, transfer, grant, assign, license or use the Intellectual Property, except in accordance with these Terms and Conditions and/or the agreement.
- 19.3. If the performance to be delivered by the Contractor (also) includes providing computer software, the source code will not be handed over to the Client. The Client will only acquire a non-exclusive, worldwide and perpetual licence for use for the computer software solely for the purpose of the normal use and proper functioning of the goods. The Client is not permitted to transfer the licence or to issue a sub-licence. Only in the event of resale of the good in connection with which the Contractor has supplied the computer software shall the licence pass to the acquirer of the good under the same conditions and restrictions as set out in this article, provided that the acquirer of the good has accepted these conditions in writing.
- 19.4. The Contractor makes no warranty that its Intellectual Property does not infringe the rights of third parties. Therefore, the Contractor disclaims liability for damages that the Client suffers as a result of an infringement of third-party intellectual property rights. The Client agrees to indemnify the Contractor against any third-party claims related to an infringement of intellectual property rights.

Article 20: Assignment of rights or obligations

- 20.1 The Client may not assign or pledge any rights or obligations pursuant to any article in these Terms and Conditions or the underlying agreement(s), unless it has the prior written consent of the Contractor. The Contractor shall expressly be permitted to assign or transfer, without the prior written consent of the Client, the Contractor's right to receive any or all of the payment due from the Client under these Terms and Conditions.

Article 21: Termination of the agreement

- 21.1. The Client is not entitled to terminate the agreement, unless the Contractor agrees to this. If the Contractor agrees, the Client will owe the Contractor an immediately due and payable compensation equal to the agreed price, less the savings for the Contractor as a result of the termination. The compensation will be at least twenty percent (20%) of the agreed price.

21.2. The Contractor will be entitled to suspend or terminate the agreement unilaterally upon written notice to the Client, with immediate effect, fully or in part if:

- the Client has failed, or it is the Contractor's belief that the Client will fail, to fulfill one or more of its obligations under these Terms and Conditions or any other agreement(s);
- the Client has suspended payments or has sought the protection of the Bankruptcy Courts;
- a petition for the involuntary bankruptcy of the Client has been filed;
- the Client's property on the Contractor's premises has been attached in execution;
- a resolution for the dissolution and/or winding up of the Client has been adopted;
- the enterprise operated by the Client has been fully or partly transferred to a third party without consent of the Contractor;
- the Client disregards any applicable statute, law, ordinance, code, order, rule, regulation, proclamation or other governmental requirement.

The Contractor shall not be liable with respect to the Client for any damages arising from suspension or termination of the agreement for the aforementioned reasons.

Article 22: Applicable law and competent court

22.1. Delaware law applies.

22.2. The Vienna Sales Convention (CISG) does not apply, nor does any other international conventions.

22.3. In the event of a dispute arising from or relating to these Terms and Conditions and/or the agreement, which is not resolved by negotiation between the Contractor and the Client, the Contractor and the Client hereby agree to exclusive personal jurisdiction in the state and federal courts located in Delaware.

Article 23: Severability

Should any provision of these Terms and Conditions be judicially declared unenforceable, that provision shall be deemed stricken and the remainder shall continue in full force and effect insofar as it remains a workable instrument for effectuating the intents and purposes of the Contractor and the Client. The Contractor and the Client further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.