

General Conditions of Purchase (GCP)

HTM Helicopter Travel Munich GmbH; Intercopter GmbH; Advanced Aerospace-Developments GmbH (AAD)

(Status 06.2023)

1 General

All purchase orders (as well as call-off orders for goods and services under framework agreements) of HTM Travel Munich GmbH, Intercopter GmbH and Advanced Aerospace Developments GmbH (AAD) [hereinafter referred to as the "Principal"] for goods and services shall be based exclusively on the special terms and conditions specified therein and, subordinately, on these General Terms and Conditions of Purchase and Ordering. General Terms and Conditions of the Contractor (hereinafter referred to as "Contractor") shall not become part of the contract even if the Principal does not expressly object to them or the Contractor declares that it only wishes to deliver on its own terms and conditions.

2 Order/Changes

2.1 Supply contracts (order and acceptance) as well as their amendments and supplements must be in writing or text form. The acceptance of the order of the Principal OP shall be made in writing or in text form. Oral declarations or agreements require confirmation by the OP in writing or text form.

2.2 If the Contractor does not accept the order within two weeks of the order date, the Principal shall no longer be bound by the order. Call-offs for deliveries and services shall become binding at the latest if the Contractor does not object within one week of the date of the call-off for deliveries/services.

2.3 Within the scope of reasonableness for the Contractor, the Principal may demand changes to the design and/or execution of the services/deliverables. In this case, the effects, in particular with regard to the additional and reduced costs as well as the delivery dates, shall be settled by mutual agreement.

2.4 The Contractor shall immediately notify the Principal in writing of any planned changes in the type of composition of the processed material, in the design and / or in the execution compared to similar deliveries or services previously provided to the Principal. The changes shall require the written consent of the Principal.

2.5 The Contractor shall ensure that the supplies and services comply with environmental protection, accident prevention and other occupational health and safety regulations as well as all legal requirements applicable in the Federal Republic of Germany or the EU and the place of performance and shall inform the Principal of any special treatment and disposal requirements not generally known for each supply or service and shall enclose a manufacturer's declaration or a declaration of conformity (CE) within the meaning of the relevant directives of the European Union or other statutory provisions for each supplied good.

2.6 The Contractor guarantees that the prices and other conditions offered by it have been arrived at without infringing the prohibition of restrictive practices. Should it be determined by a court or an anti-trust authority that the Contractor has violated this prohibition or was involved in such conduct, it shall be obliged to pay the Principal liquidated damages in the amount of 5% of the purchase price in the affected reference period plus statutory interest, unless the Contractor proves to the Principal a lesser damage (or the non-occurrence of a damage) or the Principal proves a higher damage. Further statutory or contractual claims for compensation by the Principal shall remain unaffected. The Contractor shall provide the Principal with all information necessary for the examination of the existence of its claims.

3 Provision of materials / development results

3.1 Materials and objects of all kinds provided by the Principal shall remain the sole property of the Principal. Insofar as the materials and objects provided to the Contractor are processed or transformed by the Contractor into a new movable object, the Principal shall be deemed to be the sole manufacturer within the meaning of § 950 of the German Civil Code (BGB). In the event of a combination or inseparable mixing of the materials and items provided by the Principal with other materials and items, the Principal shall acquire co-ownership of the newly created item in proportion to the value that the items had at the time of the combination or mixing. If the combination or mixing is carried out in such a way that the Contractor's items are to be regarded as the main item, it shall be deemed agreed that the Contractor transfers co-ownership to the Principal on a pro rata basis; the Contractor shall hold the co-ownership in safe custody for the Principal. Insofar as items are developed or manufactured by the Contractor due to significant cooperation on the part of the Principal (tests, etc.) or are manufactured by the Contractor according to the Principal's specifications or are paid for in full by the Principal, they may only be used for the purposes of the order; if such items are the Principal's property, they must be returned to the Principal immediately at the Principal's request "carriage paid insured operation Taufkirchen". The Contractor shall bear the risk of transport, loss and damage for materials and items provided.

3.2 The Contractor shall be obliged to carry out any necessary maintenance and inspection work on items provided by the Principal at its own expense and to insure them adequately - in particular in the event of transport to and from third parties - and to provide us with evidence of this on request.

4 Confidentiality and information security

4.1 The Contractor undertakes to treat as confidential all information and data disclosed to it orally, in writing or in any other way in connection with the preparation, execution and termination of the contract by the Principal or any of its affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) and, in particular, to keep such information and data secret from third parties. Confidential information shall in particular include business secrets, products, manufacturing processes, know-how, inventions, business relationships, business strategies, business and financial plans, digitally embodied information (data), any documents or information of the Principal or its affiliated companies which are the subject of technical and organisational secrecy measures and are marked as confidential or are to be regarded as confidential according to the nature of the information or the circumstances of the transmission. Excluded from the confidential information is such information which was independently developed by the Contractor without recourse to the confidential information of the Principal or its affiliated companies or was lawfully known to the Contractor prior to disclosure without breach of a duty of confidentiality; was acquired

without a duty of confidentiality from a third party who is entitled to disclose such confidential information; have become generally accessible to the public without breach of contract by the contractor; were known to the contractor without restriction in the form of a duty of confidentiality at the time of disclosure by the Principal or its affiliated companies; have been released from the aforementioned duty of confidentiality after written consent by Principal.

The obligation to maintain secrecy shall apply for a period of 5 years after termination of the contract. Any information and documents received from the Principal or its affiliated companies shall be used by the Contractor exclusively for the provision of the Services and shall be secured against unauthorised access by third parties by means of appropriate confidentiality measures; this includes in particular the adoption of technical security measures in accordance with the respective state of the art. Upon completion of the performance of the contractual services, the Contractor shall return to the Principal any documents received and any other written and electronic documents that it may have created itself. The assertion of a right of retention to these is excluded.

4.2 The Contractor is prohibited, without the express prior written consent of the Principal: 1) from taking objects and business papers, drawings, documents of any kind whatsoever from the business premises of the Principal; 2) from reproducing and/or using for its own purposes documents of the Principal or documents prepared for the Principal or documents of the Principal's (end) customer.

4.3 The Contractor undertakes to communicate the contents of this contract to third parties only if and insofar as this is necessary for the performance of an order.

4.4 Separate non-disclosure agreements and obligations arising from a contract processing agreement shall not be affected by this provision and Section 21.

5 Subcontracts

The awarding of subcontracts requires the prior written consent of the Principal; the subcontractors shall be obliged to maintain secrecy in accordance with the provision made in Clause 4.

6 Delivery Dates / Shipping / Pricing

6.1 The timeliness of deliveries without assembly or installation shall be determined by the date of receipt at the place of receipt specified by the OP. The timeliness of deliveries with installation or assembly and of services shall be determined by their provision in a condition ready for acceptance. Acceptance of a delayed delivery or service by the OP does not constitute a waiver of claims for compensation.

6.2 The dates and deadlines for deliveries and services of the Contractor specified in the order may be postponed by the Principal for up to a maximum of 4 months if the planned requirements for the Principal are delayed due to the work stoppages or operational disruptions of another kind. The Principal shall inform the Contractor in good time of the circumstances that are decisive for the change in the delivery or service dates. The Contractor shall be obliged to perform its service/delivery in accordance with the delivery or service dates changed within the above-mentioned period of time.

6.3 The Contractor shall properly pack, ship and insure its deliveries and in doing so comply with all applicable packaging and shipping regulations. The Contractor shall be liable for all damage incurred by the Principal as a result of improper or inadequate packaging, dispatch or insurance.

6.4 All relevant accompanying documents, such as delivery notes and, if applicable, a pro forma invoice, shall be attached to the outside of the delivery in a shipping bag. Certificates and other accompanying documents shall be delivered protected inside the packaging. The delivery note must indicate the order number, buyer and delivery note number of the CL as well as the delivery note date, day of dispatch, type of packaging, description of goods, quantity and weight of the consignment as well as the receiving address (unloading point and factory). Invoices shall be sent to the address indicated in the order.

6.5 The place of performance for deliveries and services of the Contractor shall be the place of receipt specified in the order. If a place of receipt is not specified and if this does not result from the nature of the contractual relationship, the Principal's registered office shall be deemed to be the place of performance. The place of performance for subsequent performance shall be the respective current location of the goods.

7 Delay in delivery / Force majeure

7.1 If the Contractor is in default, the Principal shall be entitled, without prejudice to statutory claims, to demand from the Contractor a contractual penalty of 0.5% of the order value of the parts not delivered on time or of the order value of the services not provided on time per week or part thereof, up to a maximum of 5% of this order value. The Principal may also claim the contractual penalty if the Principal reserves the right to do so at the latest until the expiry of one month after the acceptance of the last deliveries or services to be provided under the order. Further claims and rights remain reserved.

7.2 Cases of force majeure shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contractual partner is in default. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. If the Contractor is prevented from providing its services for more than one month as a result of a case of force majeure, either party may withdraw from the contract in whole or in part.

8 Acceptance

8.1 After completion of an order or order sections in accordance with the contract, acceptance shall be carried out by the Principal. Acceptance shall be carried out in accordance with the provisions of the End Customer and by an authorised representative of the Principal in conjunction with one of the Contractor. The anticipated termination of the contract or order section shall be announced to the Principal in good time.

8.2 A record shall be made of the acceptance. Any defects found shall be listed in the record. The rights on the part of the Principal due to any other defects shall remain reserved even without express reference.

8.3 A preceding quality inspection (e.g. in accordance with § 12 VOL/B) or partial acceptance for partial services - if agreed - does not replace the overall acceptance. The warranty period shall commence with the overall acceptance of the performance.

8.4 If the services do not correspond to the subject matter of the contract or if the services are grossly defective, the Principal may refuse acceptance. The Contractor shall be obliged to remedy the defect free of charge at the Principal's request.

9 Invoice and Payment, Prohibition of Assignment

9.1 The invoice shall be issued in one copy and shall state the order number and the item number of the Principal for each delivery and service as well as the date of dispatch, description of the goods, quantity and weight of the consignment and VAT identification number in the case of cross-border services within the European Union. It shall be sent separately by post or electronically.

9.2 Unless otherwise stipulated in the order, payment shall be made by bank transfer, but never by cash on delivery. The VAT treatment as well as any other tax obligations shall be governed by the respective applicable tax laws.

9.3 Unless otherwise stipulated in the order, payment shall become due 30 days after contractual delivery and/or performance and receipt of invoice. The Principal shall be entitled to deduct a 3% discount for payment within 14 days after contractual delivery and/or performance and receipt of invoice.

Discount deduction is also permissible insofar as the OP offsets or withholds payments in an appropriate amount due to defects; the payment period begins after complete elimination of the defects. Payments by the OP do not imply any acknowledgement of the deliveries and/or services as being in accordance with the contract. Invoices containing partial quantities and/or partial services delivered ahead of schedule shall only become due for payment on the due date of the last item and complete fulfilment of all deliveries and/or services free of defects in accordance with the terms of payment. Any agreed discounts shall also be deducted from the total invoice value in the case of partial services.

9.4 Without prior written consent, which may not be unreasonably withheld, the Contractor shall not be entitled to assign its claims against the Principal or to have them collected by third parties. In the event of extended retention of title and assignments to companies in which the Principal has a direct or indirect interest of more than 50%, consent shall be deemed to have been granted.

9.5 If, contrary to sentence 1, the Contractor assigns its claims against the Principal to a third party without the Principal's consent, the assignment shall nevertheless be effective. The Principal may, however, at its discretion make payment to the Contractor or the third party with discharging effect.

10 Quality management

The Contractor shall ensure suitable quality assurance and monitoring and shall also observe any quality regulations specifically mentioned in the order. The Principal's own quality inspection and incoming goods inspection shall not relieve the Contractor of its contractual obligations.

11 Defects of quality and title

11.1 The Contractor shall ensure that its deliveries and services remain free of material defects and defects of title for a period of two years from the transfer of risk. In the event of resale, the limitation period for claims for defects shall be two years after the transfer of risk to the end customer; however, it shall end at the latest 36 months after the transfer of risk from the Contractor to the Principal. Insofar as the law prescribes longer limitation periods, e.g. in the case of buildings or items for buildings, these periods shall apply. The expiry of the time limit shall be suspended by periods during which the performance cannot be used due to defects. The suspension of the expiry of the time limit begins on the day on which the defect is notified to the contractor and ends on the day of proper performance. The limitation period shall commence at the earliest three months after the end of the suspension.

11.2 The deliveries and services must in particular be provided with the best suitable and flawless material, comply with any statutory/official regulations and correspond to the latest state of science and technology at the time of performance of the contract, even if this standard has not been included in the technical standards and regulations applicable to the services of the Contractor at the place of performance.

11.3 The OP shall inspect deliveries for material defects within a reasonable period of time. The notification of defects shall be deemed to have been made in good time if it is sent to the Contractor within a period of two weeks from the discovery of the material defect. The date of dispatch shall be decisive for the timeliness of the notice of defect.

11.4 In the event of material defects and defects of title, the OP shall be entitled to the full extent of the statutory claims and rights. The Contractor shall in particular bear all costs incurred in connection with the determination and elimination of defects, in particular inspection costs, costs incurred by the Principal up to the discovery of the defect, dismantling and installation costs, labour and material costs as well as the transport and other costs for the sending of defective parts and the return of defect-free parts. This shall also apply insofar as the expenses are increased by the fact that the delivery item is taken to a place other than the place of performance.

11.5 In the event of delay, failure or refusal of subsequent performance (rectification or replacement delivery), the OP shall also be entitled to substitute performance at the CO's

expense, without prejudice to the statutory claims. A rectification shall be deemed to have failed after the second unsuccessful attempt. Irrespective of this, the Principal shall be entitled in urgent cases, after notifying the Contractor, to substitute performance against reimbursement of the expenses saved by the Contractor as a result.

12 Rights of use

12.1 The rights to all services rendered by the Contractor, in particular results, findings, samples, models, know-how, inventions, results protected by copyright, protected and non-protected computer programs together with source program and source code as well as documentations, reports, documents, suggestions, ideas, drafts, designs, proposals, etc. (hereinafter collectively referred to as "Work Results") shall exclusively belong to the Principal.

12.2 The Principal shall receive an exclusive, gratuitous, irrevocable, transferable right of use, unrestricted in terms of time, space and content, in all types of use with and without copyright designation and without the need for the author's special consent, for all work results created that are eligible for copyright protection. This shall apply in particular to computer programs protected by copyright. The Contractor shall provide the Principal with these computer programs in object code and source program/source code on data carriers in machine-readable form including documentation. The Principal shall in particular have the right to exploit, process, rework, reproduce, publish, distribute, including actions pursuant to Section 69 c UrhG and secondary exploitation in internal and external print and audiovisual and electronic media as well as database systems, on electronic data carriers and for translation and distribution, including outside the German-speaking area. The Principal shall be entitled to use, reproduce, disseminate, edit and redesign the documents as it wishes, including by using all known technical aids.

12.3 Insofar as the work results are capable of being protected by industrial property rights, the Principal shall be entitled to apply for industrial property rights for them in Germany and abroad in its own name at its own expense, to pursue these further and also to drop them at any time. The Contractor shall notify the Principal without delay of work results that are capable of being protected by property rights and shall provide all necessary information. The Contractor shall, at the Principal's request, make an unrestricted claim to work results capable of being protected by industrial property rights which its employees make during the performance of the order by means of a declaration to the inventor and transfer them to the Principal without delay. The Principal shall declare this request in good time so that the deadlines resulting from the Employee Invention Act can be met by the Contractor. Insofar as the Principal does not wish to register a work result for the granting of an industrial property right, the Contractor shall be entitled to register the work result in its own name and at its own expense, whereby the Principal shall, however, retain a non-exclusive, sub-licensable and gratuitous right of use, unrestricted in terms of space, time and content, in all types of use to the work result eligible for industrial property rights.

12.4 If already existing industrial property rights, copyrights or unprotected knowledge (know-how) of the Contractor are used within the scope of the performance of the Contract (hereinafter "Non-contractual Results") and if these are necessary for the exploitation of the Work Results by the Principal, this shall be disclosed to the Principal without undue delay. The Contractor shall grant the Principal a non-exclusive, sub-licensable and royalty-free right of use to these non-contractual results, unlimited in terms of space, time and content, insofar as their use is expedient and necessary for the use of the work results.

12.5 The foregoing transfers of rights shall be satisfied by the Contractor's remuneration as set out in this Order.

13 Insurances

The Contractor shall be obliged to take out appropriate business liability and product liability insurance and to provide evidence thereof to the Principal upon request. The Contractor shall assign its claims against its insurer to the Principal upon request.

14 Third party property rights

14.1 The Contractor shall be obliged to provide the Services free of third party property rights and / or third party property right applications or expenses incurred, including those incurred by the Principal, third party copyrights (hereinafter collectively referred to as "Property Rights") or other third party rights. The Contractor shall be liable for all claims arising from the infringement of third party property rights or from the infringement of other third party rights. In this respect, it shall indemnify the Principal against all claims of third parties.

14.2 If it becomes apparent in the course of the performance of the services that the use of third-party property rights is necessary for the successful performance of the services, the Contractor shall inform the Principal thereof without delay. The Principal shall decide whether to apply for a licence or to continue the work in a form that excludes an infringement of these property rights.

14.3 The limitation period for these claims is 10 years after termination of the contract.

15 Right of withdrawal/termination

If the financial and credit circumstances of a contractual partner deteriorate to such an extent that the proper fulfilment of the contractual obligations is significantly jeopardised, in particular if insolvency proceedings have been applied for in respect of his assets, the other party shall be entitled to withdraw from or terminate the contract for the part not fulfilled.

16 Parts stocking/readiness for delivery

The Contractor shall ensure a stock of parts/readiness to deliver for the normal service life of its deliveries and services, but at least for a period of ten years from fulfilment. Even if such a stocking obligation no longer exists for the services provided to the Principal, the Contractor shall inform the Principal of an intended discontinuation of its parts stocking/readiness to deliver in good time so that parts can still be delivered to the Principal for the Principal's own parts stocking.

17 Product liability

The Contractor undertakes to carefully check its deliveries for defects and to do everything necessary to avoid product liability. If a claim is made against the Principal by a third party due to the defectiveness of a product of the Contractor and if the defectiveness is based in whole or in part on a defect in the Contractor's delivery, the Principal may also demand that the Contractor indemnify the third party instead of compensating all damages. The Contractor's obligation to pay damages shall also include the costs of a precautionary recall action to prevent damage, if this is necessary.

18 Environmental management, hazardous substances

18.1 The Contractor shall be obliged to comply with the applicable statutory provisions, in particular the safety and environmental provisions including the Ordinance on Hazardous Substances and the Electrical and Electronic Equipment Act, at its own expense.

18.2 The Contractor undertakes to comply at all times with all requirements under EU Regulation 1907/2006 of 18 December 2006 concerning the handling of chemical substances (the "REACH Regulation"). In particular, it shall comply with its obligations under Articles 31 to 33 of the Regulation and shall also - without explicit request on the part of the Principal - immediately provide the Principal with all information which the Principal requires within the scope of this contract on the basis of the REACH Regulation and which is of importance for the contractual use of the products to be supplied by the Contractor. A Contractor with its registered office outside the EU undertakes to fulfil its obligations as an importer under the REACH Regulation. The Contractor's obligations in this respect are essential contractual obligations (so-called "cardinal obligations"), the fulfilment of which is indispensable for the performance of the contract. Should the Contractor fail to fulfil its obligations in this respect, or fail to do so sufficiently or in good time, the Contractor shall indemnify the Principal against all claims for damages incurred by it as a result of the Contractor's failure to fulfil these obligations.

18.3 Each delivery shall be accompanied by a current version of the safety data sheet in accordance with EC Regulation 1907/2006/EC ("REACH Regulation") and EC Directive 67/548/EEC ("Substances Directive") in German and English.

18.4 The Contractor shall be responsible for taking back and disposing of electrical and electronic equipment in accordance with Section 10 (2) of the Electrical and Electronic Equipment Act and shall bear any related costs.

19 Export

19.1 The Contractor is obliged to comply with the relevant export and customs regulations and to obtain the relevant licences in good time - if required. The Contractor undertakes to inform the Principal of all applicable export and re-export restrictions and regulations at the latest upon delivery and to provide the Principal with the relevant export control numbers in accordance with the export lists of the USA, the EU or other countries. Furthermore, the Contractor undertakes to inform the Principal immediately after the conclusion of this contract or the confirmation of an order hereunder, if available, of all documents required by the Principal, such as an end-use declaration.

19.2 The Contractor undertakes to take appropriate measures to ensure that European, US and other applicable anti-terrorism regulations and official blacklists of a country are observed. Furthermore, the Contractor guarantees that its employees, subcontractors and other business partners do not include any companies, enterprises or persons that are on one of the blacklists of the USA, the EU, Germany or a government of another competent country.

19.3 The Contractor undertakes to provide the Principal, at the latest upon delivery, with all customs information required under applicable customs or commercial law provisions of the USA, the EU or other countries, such as clear product descriptions, indication of the country of origin (two-digit ISO code) and customs value. This information shall be indicated on each invoice. At the request of the Principal and where relevant, the Contractor shall also provide a declaration and a preference certificate.

19.4 The Principal reserves the right to examine the Contractor's handling of export control and customs as well as measures taken in this context at the expense of the Contractor, subject to a prior notice period of at least ten working days, insofar as the Principal has grounds for suspicion of deficiencies. If, during this inspection, the Principal identifies deficiencies in certain areas of export control and/or customs on the part of the Contractual Partner, the Contractor shall take additional measures justifiably requested by the Principal at its own expense. Alternatively, the CL shall be entitled to withdraw from the contract at its sole discretion.

20 Data protection

20.1 The Service Provider shall ensure that all persons entrusted with the performance of this Agreement comply with the statutory provisions on data protection.

20.2 Insofar as the Service Provider processes personal data within the scope of the provision of services, it undertakes to conclude an agreement on data processing on behalf of the Principal, which the Principal shall make available to it upon request. If and to the extent necessary, it shall also conclude corresponding agreements with subcontractors used by it and, at the Principal's request, provide evidence of the conclusion by submitting the same.

21 Validity of the PR 30/53 Regulation

Where this appointment is for the performance of a public contract, PR 30/53 shall apply. The Contractor shall be subject to a price review if required by the public contract.

22 Compliance

The Contractor undertakes to apply the heristo Code of Conduct for Suppliers (www.heristo.de) in the currently valid version or a code comparable thereto and to agree on compliance therewith or compliance with a comparable code also with its upstream suppliers and service providers. Upon request, the Contractor shall provide evidence of this to the Principal. A breach of the aforementioned principles shall constitute a material breach of contract. If the contractor discovers a violation of the heristo Code of Conduct for Suppliers or a comparable code in its own business area or in its supply chain, it shall immediately inform the Principal of this and of the measures it has taken to immediately end the violation. If the violation cannot be terminated immediately, the Contractor shall draw up a plan of measures with deadlines for the termination of the violation together with the Principal.

23 Revision clause

23.1 The Contractor shall grant the Principal's audit department the right, to be exercised at any time, to inspect and check all business transactions between the Principal and the Contractor at the Contractor's premises after prior notification.

23.2 As part of the ongoing monitoring by the Principal and the aviation authorities, the Contractor is obliged, in the event of an inspection, to grant the Principal or the aviation authorities access to technical information/design data and to the premises which are necessary for the monitoring measures.

24 Open Source

24.1 The use of open source software within the scope of the contractual services is only permitted with prior written consent.

24.2 If the Contractor uses open source software without the prior written consent of the Principal, the Contractor shall, at the Principal's request, do everything reasonable to replace the open source software with equivalent proprietary software.

24.3 The Contractor shall indemnify the Principal for an unlimited amount against all claims of third parties and associated costs due to the use of open source software without the prior written consent of the Principal.

25 General provisions

25.1 The law of the Federal Republic of Germany shall apply to the exclusion of the German conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded (CISG). The place of jurisdiction for all legal disputes arising from and in connection with this order shall be Munich (Munich Regional Court I). The Principal shall also be entitled to bring an action at the Contractor's place of business.

25.2 If any provision of these General Terms and Conditions of Purchase or of the rest of the contract is or becomes invalid or void, all other provisions shall continue to apply. The parties undertake to replace ineffective or void provisions by new provisions which do justice to the economic regulatory content contained in the ineffective or void provisions in a legally permissible manner. The same shall apply if a loophole should become apparent in the General Terms and Conditions of Purchase or in the rest of the contract. In order to fill the gap, the parties undertake to work towards the establishment of appropriate regulations which come closest to what the contracting parties would have determined according to the meaning and purpose of the contract if the point had been considered by them. If the parties are unable to reach an agreement, either party may bring about the replacement of the void provision or the filling of the gap by the competent court.