

# GENERAL TERMS AND CONDITIONS OF SALE OF CSM TUBE USA Inc.

Rev: November, 2025

These general conditions of sale ("GCS") apply to the sale of goods between CSM TUBE USA Inc., with registered office in 1599 Lunt Avenue, Elk Grove Village - 60007 Illinois -United States ("CSM") and the subject purchasing goods ("Buyer"). The GCS, together with the special conditions and provisions (including those as an exception to the GCS). expressly agreed between the Parties and included in the order confirmation issued by CSM ("Order Confirmation") and in the documents attached thereto, constitute the entire terms and conditions of the sales contract between CSM and the Buyer (hereinafter, "Contract") and replace any other and/or different terms and/or conditions conflicting with or additional to them proposed by the Buyer, either verbally or in writing, and not expressly accepted by CSM. Any general conditions of purchase or forms adopted by the Buyer shall not be enforceable against CSM, unless expressly accepted in writing by CSM. The submission of any purchase order for goods to CSM shall constitute the Buyer's acceptance of these GCS (and this GCS shall apply and shall be binding regardless of whether or not they have been signed by the Buyer). Any changes to the GCS that are not contained in the Order Confirmation may be made exclusively by CSM by means of a communication to the Buyer or publication on the CSM website and shall apply to orders after such communication placed publication.

## 1. Object of the sale.

Unless otherwise expressly provided in the Order Confirmation, the Contract between CSM and the Buyer shall concern the sale of stainless steel tubes with the technical specifications referred to in the Order Confirmation (the "**Products**").

## 2. Conclusion of the Contract.

2.1 The Buyer's order shall be deemed accepted only upon issuance by CSM of an Order Confirmation that clearly specifies the Products ordered by the Buyer, the quantities, the time of delivery, the payment terms and the specifications or technical data sheets of reference. In any case, it is the Buyer's responsibility to indicate or refer to the quantity of Products and to the product code in the order, as well as to indicate the technical sheets of reference; technical characteristics of the Product different from those provided in the aforementioned technical data sheets or specified in the offer must be agreed in writing and confirmed in the Order Confirmation. 2.2 The catalogs, estimates and/or offers, or samples relating to the sale of Products shall not be considered

binding for CSM, unless referred to in the Order Confirmation. 2.3 No addition to, or modification of, the GCS between the Parties, whether indicated in the Buyer's purchase order or in other documents, including shipping documents, shall be enforceable against CSM unless included in the Order Confirmation and/or following written acceptance by CSM. 2.4 The Buyer's orders shall be considered firm for 10 (ten) days after their receipt by CSM. Orders shall be deemed accepted by CSM only under the terms indicated in the Order Confirmation. Orders directly fulfilled by CSM shall also be considered confirmed. The possible collection of an advance payment on an order by CSM shall not constitute acceptance of the order. 2.5 If the terms and/or conditions stated in the Order Confirmation differ from those in the order, the Order Confirmation shall be deemed accepted without reservation by the Buyer if not contested in writing within 5 (five) days of receipt. 2.6 Unless otherwise agreed in the Order Confirmation, orders shall be deemed correctly fulfilled by CSM, as regards the quantities requested, with a tolerance of ± 15%; in such case, the total price shall be adjusted in proportion to the quantities actually delivered.

### 3. Delivery.

3.1 Unless otherwise indicated in the Order Confirmation, delivery of the Products and the related transfer of risks shall always be FCA Incoterms® 2020 at CSM's facility indicated in the Order Confirmation. 3.2 In any case, regardless of the delivery terms, if the loading of the Products onto the means of transportation provided by the Buyer is carried out by CSM, such loading shall be deemed to have been carried out on behalf of the Buyer, as it is the responsibility of the carrier appointed by the Buyer to check the precise and correct positioning of boxes and pallets and to assume the role of loader. Any loss and/or damage to the Products that occurs during loading operations is the sole responsibility of the Buyer. 3.3 The time of delivery indicated in the Order Confirmation shall not be of the essence. Where payment of an advance on the order or the opening of a letter of credit is required, the time of delivery shall commence from the moment of payment of the advance or from the confirmation of the letter of credit. 3.4 In the event of payment to be made in whole or in part after delivery, if the Buyer delays the collection of the Products for more than 10 (ten) days from the notice of goods being ready for delivery, following this 10 (ten) days period, CSM shall have the right to proceed anyway with the invoicing notwithstanding the previously agreed payment terms and regardless of the Buyer's collection of the Products. In any case, the Buyer shall bear the storage costs and any other charges and liabilities related to the warehousing and safekeeping of the goods, equal to 1% (one percent) of the price of the

Products for each week of delay up to a maximum of 5% (five percent). 3.5. If the Buyer delays the collection of the Products for more than 30 (thirty) days from the notice of goods being ready for delivery, CSM shall have the right to retain any advance payment or down payment (if any) made by the Buyer, as well as, at its sole discretion, to terminate the Contract for cause or to require its specific performance, in any case without prejudice to CSM's right to seek additional damages. 3.6 In the event of delay in the delivery of the Products, the Buyer shall be entitled to terminate the Contract. excluding in any case the Buyer's right to claim compensation for damages, only upon condition that the delay is attributable solely and directly to CSM (no right to terminate the agreement is granted if the delay is attributable to third parties other than CSM), it being understood that the Contract shall be deemed terminated if CSM fails to deliver the Products within 90 (ninety) days from the date of the Buyer's formal notice of default of CSM (for the sake of clarity, the Contract shall not terminate if CSM delivers the Products within such 90 (ninety) days period). This clause is without prejudice to the case of force majeure.

#### 4. Price and Payments.

**4.1** The price of the Products is indicated in the Order Confirmation and, unless otherwise provided in the Order Confirmation, it is understood to be FCA Incoterms® 2020 at the CSM's facility indicated in the Order Confirmation. Unless otherwise indicated in the Order Confirmation, prices are exclusive of all charges relating to taxes and transportation, insurance, shipping, storage, handling and demurrage costs and similar expenses, which shall be borne by the Buyer. If the expected delivery date indicated in the Order Confirmation is more than 180 (one hundred and eighty) days from the date of the Order Confirmation, CSM shall have the right to update the price of the Products, if there is a significant change in the cost of raw materials between the date of the Order Confirmation and the expected delivery date; if the Buyer is not willing to accept the request for a price update, CSM may withdraw from the Contract, without liability to the Buyer. In such case, CSM shall be entitled to compensation for all Products manufactured and/or realized on the Buyer's order through the date of withdrawal from the Contract. 4.2 Unless otherwise indicated in the Order Confirmation and/or written agreement between the Parties, the payment terms are 60 (sixty) days from the invoice date. The payment terms indicated in the Order Confirmation are essential. Any payment extensions, if applicable, must be stated in the Order Confirmation. Payment shall be made in USD, or in the different currency indicated in the Order Confirmation. **4.3** In case of late payment, the unpaid amount shall accrue interest at the rate of 1% (one percent) per month, or if such rate shall exceed the maximum rate allowed by law, then at such



maximum rate, and shall be payable on demand. In the event deferred payment is agreed between the Parties, CSM shall have the right to terminate the Contract, or not to perform the part of the Contract still to be performed, without needing the Buyer's prior consent, in the event that (i) the Buyer delays payment by more than 15 (fifteen) days from the due date; (ii) CSM has reason to doubt the solvency and financial credibility of the Buyer, unless the Buyer provides the necessary guarantees, (iii) the Buyer is subject to insolvency proceedings of any kind; in the aforementioned cases, all payments not yet due shall become immediately due and payable, without the need for CSM to give notice, without prejudice in any case to compensation for damages. In case of late payment, CSM shall also have the right to suspend any assistance and/or warranty services, even in case of serious damage, until the balance of the due amount is paid. 4.4 The Buyer shall not be entitled to delay or suspend payment for the supply in any case, including in the case of defects and/or non-conformities, without prejudice to his right to recover any unduly paid amounts (solve et repete), nor shall he be entitled to offset any credits, unless otherwise agreed by CSM in writing. 4.5 The Buyer hereby authorizes CSM to assign its right to receive payment hereunder to any third party. The assignment shall be effective with respect to the Buyer from the date of the relevant notification

## 5. Security interest.

5.1 As collateral security for the payment of the purchase price of the Products and performance in full of all the obligations of the Buyer under this GCS and the Contract, the Buyer hereby grants to CSM a lien on and security interest in and to all of the right, title, and interest of the Buyer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted hereunder constitutes a purchase-money security interest under the Uniform Commercial Code as adopted by the applicable jurisdiction. 5.2 Consistent with CSM's rights under Section 5.1, CSM reserves the right to execute, file and deliver any notice, financing statement, continuation statement, instrument or document that CSM may consider reasonably necessary or desirable to create, preserve, continue, effect or validate its security interest in the Products, including, without limitation, the giving of any document or notice to the Buyer's creditors and to any bankruptcy court or court of similar jurisdiction, and Buyer agrees to provide any necessary cooperation and/or documents or papers needed by CSM to perfect the security filing(s) and CSM's security interest in the Products.

#### 6. Warrantv.

6.1 CSM guarantees that the Products comply with the agreed technical specifications and not their suitability for specific uses, unless such specific uses have been expressly agreed and indicated in the Order Confirmation and in the technical specifications. **6.2** Any complaints regarding the condition of the packaging, quantity (subject to Section 2.1 hereof), or external characteristics of the Products (apparent Defects) must be notified to CSM by registered letter with return receipt or email (with confirmation of transmission and a copy sent simultaneously by registered letter with return receipt or reputable overnight courier with proof of delivery) (where applicable), under penalty of forfeiture, within 8 (eight) days from the date of receipt of the Products. Any complaints relating to defects, deviations, inconsistency or any non-conformities whatsoever of the Products with the technical specifications set out in the Order Confirmation ("Defects") that cannot be identified by a diligent inspection upon receipt (hidden Defects) must be notified to CSM by registered letter with return receipt or email (with confirmation of transmission and a copy sent simultaneously by registered letter with return receipt or reputable overnight courier with proof of delivery) (where applicable), under penalty of forfeiture, within 8 (eight) days from the date of discovery of the Defects and in any case within 12 (twelve) months from the delivery of the Products. Complaints must indicate precisely the Defects complained. 6.3 The warranty shall apply only to Products that are intact and unprocessed by the Buyer (or any other third party), and shall not apply to aesthetic defects that do not substantially affect the functionality of the Products, nor to geometric and dimensional deviations that do not exceed the ordinary tolerance foreseen by internationally recognized standards, nor to Defects that are due to unsuitable, incorrect or improper storage or use of the Products by the Buyer or its assignees, to overloading of the Products, to bumps/crashes and breakages. nor to Defects caused by normal wear and tear, unauthorized repairs, exposure to highly corrosive environments or conditions beyond performance and design specifications. In any case, the warranty shall not apply, and CSM shall not be held liable for Defects, if the Buyer is unable to provide CSM with proof of the batch to which the Products indicated as noncompliant belong, by adopting a procedure for tracing the use of the Products according to internationally recognized standards. 6.4 In the event of discovery or detection and subsequent communication by the Buyer of Defects attributable to CSM, occurring within 12 (twelve) months from the delivery of the goods, provided that they are reported within the terms set forth in this clause, CSM shall remedy by choosing, at its discretion, whether to: (i) reduce the price of the Products, if they are in any case usable by the Buyer for the agreed use; or (ii) replace the Products found

to be non-compliant and/or faulty, subject to their return by the Buyer. This Section 6.4 sets forth the Buyer's sole remedy, and CSM's entire liability, for any breach of the warranty set forth in Section 6.1 hereof. Products replaced under warranty shall be subject to the same warranty provided herein starting from the date of replacement. **6.5** Within the maximum limits provided by law, and without prejudice to Clause 13 below, it is understood that the warranty provided by this article (which provides alternatively for the reduction of the price or the replacement of the Products) is absorbing and substitutive of any further remedy provided by law and excludes any other warranty or liability of CSM (contractual and/or non-contractual) however deriving from the supplied Products (such as, including but not limited to, compensation for damages, loss of profit, product recall operations, production downtime, materials for use, lack of production or production entrusted to third parties, etc.) and/or for compensation of any other direct and/or indirect damage. 6.6 The verification of a possible Defect of the Products may only be validated by CSM's technical personnel (in their sole discretion) through investigation on the defective components sent to CSM, if requested by the latter, or through images and documents, it being understood that no returns can be made unless previously authorized by CSM in writing. The Buyer shall bear the shipping costs of the replacement components. 6.7 If, also following the inspection by CSM's technical personnel, it is found that the Defect is attributable to the Buyer or third parties, the Buyer shall reimburse CSM for the costs incurred by CSM for the warranty intervention. 6.8 If, despite the replacement, the Products supplied should be found to be seriously non-compliant with the technical specifications, then the Buyer may request termination of the Contract, with the consequent obligation of the Buyer to return the defective Products in perfect condition and of CSM to refund the relevant price collected at the date of termination. In any case, to the fullest extent permitted by applicable law, compensation for further damages is excluded, except in the case of CSM willful misconduct or gross negligence in which case Sections no. 13.1 and 13.2 shall apply. 6.9 EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6.1 ABOVE, CSM MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY MERCHANTABILITY, FITNESS FOR A PARTICUL AR PURPOSE OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW

#### 7. Force majeure.



7.1 CSM shall not be held liable for any delays or non-fulfilments caused by strikes, union unrest, lockouts, unforeseeable circumstances, scarcity of raw materials, delays by carriers/suppliers, compliance with provisions issued by public authorities, insurrections, state of war, terrorist attacks, hostilities (whether war is declared or not), natural events and disasters, severe storms or extreme weather conditions, embargoes or other trade restrictions, epidemics, pandemics or other public health emergencies, breakdown or of equipment/machinery/plants. cyberattacks, ransomware or IT infrastructure failures, power outages or interruptions to utilities, force majeure or any other event not subject to the direct and reasonable control of CSM. 7.2 In the event of any of the aforementioned events, the commencement of the time of delivery, even if subsequent to the notice of default of CSM or if CSM is late with respect to the agreed terms, shall remain suspended until the circumstance that determined the suspension no longer exists. 7.3 If one of the above impediments occurs to CSM (preventing CSM from fulfilling its obligation under the Contract) and persists for a period of more than 90 (ninety) days, either Party shall be entitled to terminate the Contract, it being understood that where the event of force majeure prevents CSM from fulfilling its obligations, the Buyer shall be required to pay only for the Products made or services rendered by CSM up to the date on which the event occurred. 7.4 In addition to the above, if one of the above impediments occurs preventing the Buyer from fulfilling its obligations under the Contract for a period of more than 90 (ninety) days, either Party shall be entitled to terminate the Contract, and the Buyer shall be required, in addition to paying for the Products made, to compensate CSM for damages suffered (including the cost of semifinished products and raw materials that cannot be reused in CSM's ordinary production and loss of profit).

### 8. Intellectual Property and Confidentiality.

8.1 The Buyer has no right to use patents, trademarks, models, trade secrets, or other intellectual property rights of CSM (or of other entities part of the CSM group), whether registered or not ("CSM IP Rights") for any purpose other than the use of the Products as expressly as authorized by CSM in writing. All rights in the know-how of the Products and on CSM IP Rights shall remain the exclusive property of CSM and shall in no event be transferred to the Buyer. In any case, the Buyer acknowledges that nothing in these GCS and/or the Contract shall have the effect, nor shall be construed or interpreted as producing or causing the effect of transferring the ownership, or granting any other right, title or interest, on CSM IP Rights. The Buyer agrees to preserve unaltered not to remove any CSM IP Rights as well as any other distinguishing marks, signs or logos of CSM (or of other

entities part of the CSM group) affixed to the Products supplied. 8.2 Without prejudice to the above, each Party is required, even in the event of termination or expiration of this Contract, to keep confidential information strictly confidential (i.e. any confidential, protected, and/or not generally available to the public information, including but not limited to CSM IP Rights, as well as any information relating in whole or in part to the latter, and to industrial and commercial secrets, technical drawings and specifications, data relating to the Products, intellectual property rights not known to third parties, etc.) of which it has become aware in the execution of the Contract, and not to use it for purposes unrelated to the Contract, for the maximum period provided for by applicable law. 8.3 The Buyer expressly undertakes not to disclose or communicate to third parties any document or technical information received from CSM, without its written consent

## 9. Assignment of the Contract.

**9.1** The Buyer shall not assign any of its rights nor delegate any of its obligations under the Contract, in whole or in part, to third parties without the express written consent of CSM. **9.2** The Buyer undertakes to give immediate notice to CSM of any change in its corporate structure or management bodies (change of control).

#### 10. Termination of the Contract.

10.1 Without prejudice to other causes of termination provided for in other articles of these GCS and by applicable law, CSM may terminate the Contract for cause in the event of any material breach by the Buyer of any of the conditions set forth in these GCS; for the purposes of this clause, a breach of contractual obligations may be considered material if, following a written request from CSM to fulfill such obligation, the Buyer fails to do so within 15 (fifteen) days of its receipt. 10.2 CSM shall have the right to terminate the Contract in the event of the Buyer's liquidation, termination, insolvency, bankruptcy or admission to any insolvency proceedings, or in the event of a change of control affecting the Buyer. 10.3 In all cases of termination and withdrawal, CSM shall be entitled to payment for the activities carried out in execution of the Contract up to the date of termination of the Contract, in addition to compensation for damages (actual damages, including the cost of semi-finished products and raw materials that cannot be reused in CSM's ordinary production, and loss of profit),

### 11. Processing of personal data.

**11.1** Pursuant to and for the purposes of protecting personal data and privacy of any individuals, personal data acquired directly and/or through third parties by CSM will be processed in paper, computer, and telematic

form for contractual and legal requirements, as well as to enable effective management of business relationships. Failure to provide data, where not mandatory, will be evaluated from time to time by CSM and will determine the consequent decisions related to the importance of the requested data with respect to the management of the business relationship. 11.2 Data may be disclosed, exclusively for the purposes indicated above and, consequently, processed only for those purposes by other parties, and in particular by: (i) agent network: (ii) factoring companies: (iii) credit institutions; (iv) debt collection companies; (v) credit insurance companies; (vi) information companies; professionals and consultants. For the same purposes, the data may be processed by CSM's financial and commercial managers.

# 12. Compliance with OFAC restrictive measures.

**12.1** The Buyer represents and warrants that the same, as well as, to the best of its knowledge, its directors, officers and employees, are not, and will not throughout the duration of the business and contractual relationship with CSM, be subject to any sanctions issued by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or otherwise similar sanction imposed by any member state or competent authority of the European Union (collectively, "Economic Sanctions"), and represents and warrants that neither the Buyer itself nor any of its directors. officers or employees, acts or will act on behalf of or for the benefit of any person or entity listed on any list of entities subject to Economic Sanctions ("Designated Entities") (including, if Designated Entities, their subsidiaries, joint ventures including partners in such joint ventures or other persons or entities) or to circumvent in any way sanctions issued against such entities by OFAC or the European Union. 12.2 The Buyer also declares that it is aware of the prohibition imposed by the Economic Sanctions on the re-export to Russia and Belarus and/or for the use in Russia and/or Belarus of certain categories of goods, and undertakes not to re-export to, and/or use in Russia or Belarus the goods supplied by CSM, if they are or should be included in the categories of goods affected by such prohibitions. In particular: (i) the Buyer agrees not to sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by CSM that fall within the scope of Executive Orders 14024 and/or 14114, or any related executive order or regulation promulgated therewith; (ii) the Buyer agrees to use its best efforts to ensure that the provisions of paragraph (i) above are not violated by any third parties part of the commercial chain, including any resellers; (iii) the Buyer agrees to implement and maintain an appropriate control mechanism to detect any conduct of third parties in the commercial chain, including any resellers, that may



undermine or violate the provisions of paragraph (i) above; (iv) any breach of paragraph (i), (ii) or (iii) shall constitute a breach of an essential contractual obligation, and CSM shall have the right to avail itself of appropriate remedies, and to immediately withdraw from any order and/or to immediately terminate or/and discontinue the business relationship with the Buyer, without incurring any liability whatsoever, it being understood that in any event the Buyer shall indemnify and hold CSM harmless from all losses and damages in the event of any breach of the Economic Sanctions and/or the above representations, warranties and undertakings. 12.3 The Buyer agrees to immediately inform CSM of any intervening circumstances that may affect the above representations and warranties and/or have relevance under the Economic Sanctions and of any problems in the application of paragraphs (i), (ii) or (iii) above, including any relevant activities by third parties that may defeat the purpose of paragraph (i) above. 12.4 The Buyer shall provide CSM with the information regarding compliance with its obligations under this Article 12 and paragraphs (i), (ii) and (iii) above within two weeks of a simple request for such information.

# 13. Limitation of liabilities and Indemnification

**13.1** The Parties agree that, to the fullest extent permitted by applicable law and without prejudice to Clause 6 (Warranty) above, in the fulfillment of the Contract CSM may in any case be held liable only for willful misconduct and gross negligence, and that IN NO CASE CSM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A BREACH SHALL EXCEED THE PRICE OF THE CONTRACT. 13.2 Without prejudice to Section 13.1, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, IN NO EVENT SHALL CSM BE LIABLE FOR LOSS OF PROFIT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY BREACH OF ITS CONTRACTUAL OBLIGATIONS HERFUNDER TOWARDS THF BUYFR. REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CSM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. 13.3 The Buyer covenants and agrees to indemnify, defend and hold harmless CSM (and the CSM Group) and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants (collectively, representatives "Indemnitees") from and against any and all claims, demands, suits, liabilities, injuries, causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court costs and reasonable attorneys' fees (collectively, the "Claims"),

arising or resulting, directly or indirectly from (a) its use of Products, (b) a breach of the Contract in place between CSM and the Buyer by the Buyer, (c) breach of a third party's intellectual property rights, or (d) violation of any applicable law, rule or regulation. The provisions of this Clause 13 shall survive the expiration or sooner termination of the Contract.

#### 14. Applicable law and jurisdiction.

14.1 These GCS and any related sales Contract concerning the Products are governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of laws principles thereof and with the express exclusion of the 1980 Vienna Convention on the International Sale of Goods ("CISG"). 14.2 The exclusive venue for any cause of action brought under these GCSs shall be brought in any federal or state court in Cook County in the State of Illinois. Each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinguishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason.

#### 15. Miscellaneous

The Buyer represents and warrants that: (a) it has full power and authority to enter into and sign these GCSs; (b) execution of these GCSs, and the performance by the Buyer of its obligations and duties hereunder and under the sales Contract and any other related document and/or agreement, do not and will not violate any agreement to which the Buyer is a party or by which it is otherwise bound; and (c) that the Buyer will perform its obligations and exercise its rights hereunder in conformance with all applicable laws, rules, regulations and guidelines.

## 16. Severability

If any term or provision of these GCSs is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these GCS or invalidate or render unenforceable such term or provision in any other jurisdiction.