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8.4 LIABILITY BASED ON § 536 LITT. A PARAGRAPH 1 BGB IS HEREWITH EXPRESSLY EXCLUDED.

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11.1 Any provision of this Agreement held to be invalid, illegal or unenforceable by a court of competent jurisdiction shall be deemed severed from this Agreement and shall not affect the validity and enforceability of the remaining clauses. The parties agree to promptly attempt to reach an agreement on a substitute clause.

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11.4 This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party.

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