

General Terms and Conditions of Purchase

1. Validity of these General Terms and Conditions of Purchase (GTCP)

- a) These General Terms and Conditions of Purchase ("GTCP") apply to all business relationships with business partners and Suppliers ("Supplier") from whom Worlée Naturprodukte GmbH ("Worlée") purchases goods and raw materials. The GTCP only apply if the Supplier is (i) a business within the meaning of section 14 of the German Civil Code (BGB) ("Unternehmer"), i.e. if the Supplier is acting for commercial or professional purposes or (ii) a legal entity or a special fund under public law.
- b) These Terms and Conditions of Purchase apply exclusively. Any deviating, conflicting, or supplementary terms and conditions of the Supplier shall only become part of the contract if Worlée has expressly agreed in writing. This requirement shall apply in all cases, for example even if Worlée accepts a delivery of the Supplier without reservation and in full knowledge of the Supplier's general terms and conditions.
- c) If and to the degree an issue or matter is not covered by these GTCP, the statutory provisions shall apply unless they are amended or expressly excluded by these GTCP.
- d) In addition to this English translation, there is a German version of the GTCP. In the event of contradictions between the two versions, the German version shall prevail.

2. Conclusion of contract, written form, change of delivery item

- a) Verbal or telephone orders must be confirmed by Worlée in writing or in text form to be valid. All agreements made to amend the contract must also be confirmed in writing or in text form to be valid, unless otherwise specified in these GTCP.
- b) The Supplier is obliged to confirm Worlée's order in writing within a period of 1 week or to execute it without reservation by dispatching the goods (acceptance). A delayed acceptance shall be deemed to be a new offer and requires acceptance by Worlée.
- c) In case of a purchase based on an approval of a sample or analysis, the contract shall only become effective once the sample or analysis is approved by Worlée. The approval period shall be 5 working days after receipt of the sample in case of a purchase based on a sample approval, and 20 working days in case of a purchase based on an analysis approval, beginning on the day following the date of receipt of the sample or analysis by Worlée.
- d) Worlée may request changes to the delivery (in particular with regard to the delivery dates) even after conclusion of the contract, provided this is reasonable for the Supplier. In the event of such changes, the corresponding effects for both parties, in particular with regard to additional or reduced costs and delivery dates, shall be taken into account appropriately.

3. Delivery time and default

- a) Agreed delivery periods and delivery dates are binding. The goods must arrive at the place of destination specified by Worlée within the delivery period. The Supplier is obliged to inform Worlée immediately in writing or in text form if it is likely that the Supplier will not be able to meet the agreed delivery times for any reason whatsoever. Worlée reserves any rights and remedies regarding such delay.
- b) If the Supplier fails to perform its obligations or fails to do so within the agreed delivery period, it shall be in default ("im Verzug") without notice. In this case and in other cases of default (e.g., due to a reminder in the absence of an agreed delivery period), Worlée shall be entitled to all claims and rights, in particular to withdraw from the contract and to claim damages, under the statutory provisions of applicable law.
- c) If a delivery is made before the date specified by Worlée or without an agreed delivery date, Worlée reserves the right to return the goods or to charge the Supplier for the costs incurred by Worlée for temporary storage and to deduct these from the Supplier's invoices.
- d) If Worlée requests a postponement of delivery, the Supplier must carefully store the properly packaged products at its own expense for a maximum period of three months.
- e) To the extent and for as long as a Force Majeure Event hinders the Supplier to perform its obligations, the Supplier's obligation to perform shall be suspended. A Force Majeure Event is an unforeseeable event beyond the Supplier's control. A Force Majeure Event on the part of the Supplier does not include a shortage of personnel, production materials or resources, strikes, breach of contract by third parties commissioned by the Supplier, financial problems of the Supplier or the absence of the necessary permits or authorizations for the goods to be delivered or the services to be rendered. The Supplier is obliged to reasonably provide all necessary information immediately and to adapt its obligations to the changed circumstances in good faith. If, as a result of the delay caused by a Force Majeure Event, the performance is no longer economically viable for Worlée, and in any event if the circumstances giving rise to the Force Majeure Event persist for more than thirty (30) days, Worlée shall be entitled to withdraw from the contract.

4. Delivery terms, retention of title

- a) The Supplier is not entitled to deliver partial quantities unless otherwise agreed.
- b) The Supplier shall deliver the goods to Worlée's warehouse at its own expense and risk, unless another place of destination is specified. The Supplier shall send Worlée a shipping notification, including all references specified in the order such as the order number.
- c) All services and deliveries, including partial services and partial deliveries, must be accompanied by a delivery note containing the same complete references. If the delivery note is missing or incomplete, Worlée shall not be responsible for any delays in processing and payment resulting therefrom.
- d) Documents and certificates required to obtain export subsidies or for clearance in cross-border traffic shall be provided by the Supplier at its own expense.
- e) The Supplier shall enclose as an accompanying document with each delivery that is imported a complete, formally correct certificate of origin that is valid for verification by the customs authorities. The Supplier shall be obliged to compensate Worlée for any damage resulting from the non-acceptance of the certificate of origin by the authorities. If the Supplier is unable to issue a certificate of origin in individual cases, an up-to-date long-term Supplier's declaration shall be submitted.
- f) In the event of a retention of title by the Supplier, ownership of the delivered goods shall pass to Worlée upon full payment. However, Worlée is entitled to sell or process the goods after delivery within the scope of Worlée's business activities. Worlée does not recognize any retention of title by the Supplier that contradicts or goes beyond this provision, even without objection by Worlée in individual cases.

5. Condition of the goods, quality, quality assurance

- a) By accepting the order, the Supplier expressly guarantees the properties and quality underlying the order and, where applicable, compliance with the specifications set out by Worlée in the order.
- b) In case of a purchase based on an approval of a sample or analysis, the sample must be representative of the goods to be delivered. The provisions on sampling in DIN EN ISO 948:2009-10 for spices and seasoning ingredients shall apply accordingly. The properties of the goods delivered must correspond to the sample, unless otherwise agreed or requested by Worlée in the order.
- c) The Supplier shall ensure that the goods comply with all applicable German and EU regulations, in particular – but not exclusively – German and EU food, animal feed, organic, plant protection, genetic engineering, and pharmaceutical laws, as well as all applicable official orders.
- d) Any evidence requested by Worlée, such as certificates of material testing, analysis certificates or other test documents, form an integral part of the delivery and must be sent to Worlée together with the delivery.
- e) The Supplier shall implement adequate quality management measures and provide Worlée with evidence of this upon request. The Supplier shall ensure through inspections at the manufacturing site that the goods to be delivered to Worlée comply with the specified requirements. The Supplier undertakes to keep records of the inspections carried out and to archive them for at least three years. Worlée is entitled to inspect these documents and make copies at any time.
- f) The Supplier is responsible for the product safety of the delivered goods. If the Supplier employs subcontractors to fulfill an order, the Supplier shall undertake sufficient quality assurance measures. In any case, the Supplier remains solely responsible to Worlée.

6. Food crime and product protection (food fraud, food defense)

- a) The Supplier must take measures to prevent, as far as possible, the willful substitution, willful adulteration or imitation, or willful mislabeling or misrepresentation of food, food ingredients or food packaging ("food fraud").
- b) Furthermore, the Supplier must take measures to protect the food from deliberate contamination or adulteration with biological, chemical, physical, or radiological substances ("food defense").

7. Special requirements for the quality of the goods delivered

a) Compliance of the goods with food and feed law

If the delivery includes food and/or animal feed, the goods delivered must comply with the applicable requirements of German and applicable EU food and animal feed law in the version valid at the time of delivery.

b) Plant protection product residues

The maximum permissible levels for pesticide residues in accordance with applicable German and EU rules valid at the time of delivery (currently in particular: Maximum Residue Levels Regulation and Regulation (EC) 396/2005) must not be exceeded.

c) Genetically modified organisms

The delivered products must be completely free of genetically modified organisms. The goods must not contain or consist of such organisms, nor be produced from them. The provisions of the applicable German and EU regulations in the version valid at the time of delivery (currently in particular: Regulations (EC) 1829/2003 and 1830/2003, EC Genetic Engineering Implementation Act) must be observed.

d) Allergens

Substances or products that cause allergies or intolerances must be declared in accordance with the provisions of Regulation (EU) 1169/2011. Unless otherwise agreed, cross-contamination with allergenic ingredients must be excluded for all products delivered. The Supplier must submit an allergen statement with the first order.

e) Microbiology

The products delivered by the Supplier must be within the maximum values of the specified specifications.

f) Mineral oil residues (MOSH, MOAH)

Contamination of the delivered goods with mineral oil components (MOSH/MOAH) must be avoided. Any mineral oil components (MOSH/MOAH) in food must be below the detection limit specific to the food in question.

g) Contaminants

The maximum permissible levels of contaminants in foodstuffs in accordance with applicable German and EU rules valid at the time of delivery (currently in particular: Contaminants Regulation and Regulation (EU) 2023/915) must not be exceeded.

h) Organic products

If the delivery includes organic products, the applicable German and EU regulations for organic products in the version valid at the time of delivery (currently in particular: Regulation (EU) No. 2018/848) must be complied with.

i) Delivery of raw materials for medicinal products and ingredients for cosmetic products

If the delivery includes raw materials for medicinal products, the requirements of the European Pharmacopoeia (Pharmacopoeia Europaea) and applicable German and EU rules for medicinal products valid at the time of delivery must be complied with.

If the delivery includes components for cosmetic products, the delivered goods must comply with applicable German and EU rules for cosmetic products valid at the time of delivery (currently, in particular: Regulation (EC) No. 1223/2009).

j) Prohibited treatments: irradiation

The delivered goods, their packaging, and means of transport must not have been treated with ethylene oxide, methyl bromide, or any other substances excluded in the order or in any other agreement. The use of other fumigants is only permitted after consultation with and approval by Worlée. The relevant documentation must be kept by the Supplier and provided to Worlée upon request. In addition, the use of ionizing radiation on the goods is not permitted.

The goods must not show any radiation exposure exceeding the value of 600 Bq/kg (Cs-134/Cs-137).

k) Food intended for infants and young children

Insofar as the order comprises products intended for food for infants and small children, the applicable German and directly applicable EU requirements for food for infants and small children applicable at the time of delivery (currently in particular: German Regulation on food for particular groups of consumers ("LMBVV"), Regulation (EU) No. 609/2013 and Delegated Regulation (EU) No. 2016/127) must be complied with.

8. Additional quality requirements for packaging and non-food items

The following additional quality requirements apply to packaging and the delivery of non-food items:

a) Quality of packaging

The packaging must be break-proof and shock-proof. The number of items in the sales unit specified in the order may not be changed.

b) REACH, CLP

Accessories and packaging must comply with applicable German and EU rules for chemicals in the version valid at the time of delivery (currently in particular: Regulation (EC) No. 1907/2006 (REACH) and Regulation (EC) No. 1272/2008 (CLP Regulation)). The Supplier must inform Worlée if any substances contained in the packaging are included in the so-called "candidate list" within the meaning of Article 59 of Regulation (EC) No. 1907/2006.

c) Food conformity

The Supplier must provide a written specification and a declaration of conformity for all food contact materials at the latest at the time of delivery.

d) Mineral oil residues (MOSH, MOAH)

The contamination of the delivered goods with mineral oil must be avoided by ensuring that the packaging is free of waste paper or has a sufficient protective layer to prevent migration. The use of mineral oil-based printing inks for labeling must also be excluded.

9. Analysis costs, rejection of goods if agreed values are exceeded

The analysis costs for the examination of goods already delivered shall be borne by the Supplier if the statutory or contractually agreed maximum values are exceeded, unless the Supplier can prove that he is not responsible for the exceedance. In the event of an exceedance, Worlée shall be entitled, at its discretion, to have a second analysis of the goods carried out at the Supplier's expense; the Supplier shall bear the costs of the second analysis unless he can prove that it is not responsible for the exceedance. Without prejudice for any further rights and remedies Worlée may have, Worlée shall be entitled to reject the goods.

10. Liability for defects, obligation to give notice of defects

- a) The Supplier shall inspect the delivered goods and raw materials prior to delivery to ensure that they comply with the contractually and legally required properties.
- b) In the event of product defects and in the event of other breaches by the Supplier, Worlée shall be entitled to all rights and remedies pursuant to applicable statutory law unless otherwise specified below. Any limitation of the Supplier's statutory liability for defects or contractual breaches shall expressly be excluded. This also applies to a liability cap.
- c) Subject to these Terms and Conditions of Purchase and any further agreements, the Supplier shall be liable in accordance with the statutory warranty provisions, in particular for ensuring that the goods have the agreed quality at the time of transfer of risk, and also otherwise comply with the statutory requirements in accordance with section 434 (1) of the German Civil Code (BGB). The requirements for the delivered goods specified in these GTCP as well as those product descriptions and specifications which – in particular by reference in Worlée's order – are part of the respective contract or have been incorporated into the contract in the same way as these GTCP shall be considered as contractually agreed specifications. It is irrelevant whether the product description or specification originates from Worlée, the Supplier, or the manufacturer; however, the product requirements or specifications communicated by Worlée in the context of the order shall always take precedence over a product description or specification of the Supplier and/or manufacturer.
- d) It is agreed that samples provided by Worlée shall only be examined by sensory testing. If, in the case of a purchase based on a sample or analysis approval, the goods prove to have defects that could not reasonably have been detected during the sensory sample testing or analysis, Worlée shall retain all rights and remedies.
- e) With regard to Worlée's obligation to inspect goods delivered by the Supplier and to timely notify Supplier of any defects, the statutory provisions (sections 377, 381 of the German Commercial Code (HGB)) shall apply, subject to the following: Delivery shall only be deemed to have been made within the meaning of section 377 German Commercial Code (HGB) upon arrival at Worlée's own domestic warehouse or at a third-party warehouse designated by Worlée or at another destination specified by Worlée (in case of direct deliveries to Worlée's customers, upon arrival at the customers' premises) so that the inspection of the delivery shall only be carried out after arrival at Worlée's own domestic warehouse or at the external warehouse or destination otherwise specified by Worlée or, in the case of direct delivery to Worlée's customers, upon arrival at the latter. In case of container loading, the inspection shall only take place at the final destination. Worlée's obligation to inspect is limited to defects that are apparent upon external examination during the incoming goods inspection, including the delivery documents, such as transport damage, incorrect or short delivery, or defects that are apparent during Worlée's quality control in random sampling. If a joint inspection and approval procedure ("Abnahme") has been agreed by the parties, the obligation to inspect by Worlée pursuant to section 377 German Commercial Code (HGB) shall not apply. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Worlée's obligation to give notice of defects which are discovered later remains unaffected. Notwithstanding any obligation to inspect, a complaint/notification of defects shall in any case be deemed to have been made immediately and in due course if it is sent within 10 working days after discovery of the defect and, in the case of obvious defects, within 10 working days after delivery.
- f) In the event of a defect, Worlée's may choose between repair and new delivery. If the Supplier fails to fulfill this obligation to remedy the defect within a reasonable timeline set by Worlée, Worlée may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. Minor defects may be remedied by Worlée itself without prior consultation with the Supplier in order to minimize damage,

without this limiting the Supplier's liability for defects; Supplier shall reimburse reasonable costs for such self-remedy. If Supplier's first attempt to remedy the defect has failed or if such remedy would be an undue burden for Worlée, Worlée setting of a timeline by Worlée shall not be necessary; Worlée shall inform the Supplier of such circumstances immediately, if possible in advance.

g) Unless otherwise agreed, the limitation period for any of Worlée's rights and claims for defects shall be 36 months from the transfer of risk.

11. Supplier recourse

a) Our statutory recourse claims within a supply chain (supplier recourse pursuant to sections 445a, 445b, 478 German Civil Code (BGB)) shall be available to Worlée without restriction in addition to any available rights and claims for defects. In particular, and without prejudice to Worlée's statutory right of choice (section 439 (1) German Civil Code (BGB)), Worlée shall be entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that Worlée owes to its customers in the individual case.

b) Before Worlée acknowledges or fulfills a warranty claim asserted by a customer (including reimbursement of expenses pursuant to sections 445a (1), 439 (2) and (3) German Civil Code (BGB)), Worlée shall notify the seller and request a written statement, briefly explaining the facts of the case. If no substantiated statement is made within a reasonable period of time and no mutually acceptable solution is reached, Worlée shall be entitled to recognize or fulfill the warranty claim of its customer. The Seller shall be entitled to prove that the customer's warranty claim was unfounded.

c) Worlée's claims for recourse against Suppliers shall also apply if the defective goods have been further processed by Worlée or another entrepreneur.

12. Compliance with legal provisions, code of conduct

a) In performing the contract, the Supplier is obliged to comply with all applicable laws and regulations. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor, and environmental protection regulations. The Supplier shall ensure that the products meet all relevant requirements for placing them on the market in the European Union and the European Economic Area. Upon request, the Supplier shall provide Worlée with evidence of conformity by submitting suitable documents.

b) The Code of Conduct for Suppliers of Worlée NaturProdukte GmbH, as amended, forms an integral part of every contract between Worlée and the Supplier, and must be strictly observed by the Supplier. Worlée reserves the right to check the Supplier's compliance with the Code of Conduct. In the event that Worlée identifies deviations in the Supplier's business practices, Worlée will demand corrective measures.

c) The Supplier is required to make the principles set out in the Code of Conduct available to all its employees in the respective local language and to take all necessary measures to integrate the principles of the Code of Conduct into its business activities. In addition, the Code of Conduct must be passed on to all of Supplier's subcontractors and suppliers, and the Supplier must make every effort to ensure that all parties in the upstream supply chain comply with the principles of the Code of Conduct.

13. Intellectual property rights, third-party rights

a) The Supplier shall, in accordance with letter b), ensure that the products supplied by him do not infringe any third-party intellectual property rights in countries of the European Union or in other countries in which it manufactures the products or has them manufactured.

b) The Supplier is obliged to indemnify Worlée against all claims asserted against Worlée by third parties due to the infringement of intellectual property rights referred to in a) and to reimburse Worlée for all reasonable expenses incurred in connection with such claims. This shall not apply if the Supplier proves that he is not responsible for the infringement and that he could not reasonably notice any such infringement at the time of delivery despite exercising commercial diligence.

c) The Supplier is not entitled to use Worlée's trade names, logos, trademarks, or other intellectual property rights for its own or third-party purposes without Worlée's express written consent.

d) If the use of the goods by Worlée necessarily involves the use of an intellectual property right, a copyright or other rights of use of the Supplier, the Supplier shall grant Worlée the irrevocable right to use these rights without restriction, for an unlimited period of time and free of charge.

e) Without prejudice to any available legal rights and claims, the parties undertake to inform each other immediately upon becoming aware of any risks of infringement and alleged or actual infringements of intellectual property rights in order to defend against any liability claims.

14. Product liability, insurance coverage

a) In the event of a product defect in goods delivered by the Supplier, the Supplier shall indemnify Worlée against any claims by third parties to the extent that the cause lies within the Supplier's sphere of control and organization and that the Supplier is liable towards third parties.

b) Within the scope of its indemnification obligation, the Supplier shall reimburse expenses in accordance with sections 683, 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including recall campaigns carried out by Worlée. Further legal claims remain unaffected.

c) The Supplier shall take out and maintain product liability insurance with a coverage of at least EUR 5 million for personal injury and property damage and EUR 1 million for financial losses. The Supplier shall send Worlée a copy of the liability insurance policy upon request at any time.

15. Prohibition of set-off and assignment

a) The Supplier is not entitled to offset counterclaims or exercise a right of retention based on such counterclaims, unless these are undisputed or have been confirmed by a court.

b) Furthermore, the Supplier is not entitled to assign or pledge rights arising from the business relationship without Worlée's written consent.

16. Withdrawal in the event of impaired ability to deliver

If the creditworthiness or ability to deliver of the Supplier deteriorates to such an extent that fulfillment of the contract appears to be at risk, Worlée shall be entitled to withdraw from the contract in whole or in part.

17. Confidentiality

a) The Supplier is obliged not to disclose to third parties any confidential information (including trade secrets within the meaning of section 2 No. 1 GeschGehG, but not limited to this) that it learns in connection with this contract and its execution, and to protect such information from access by third parties. Confidential information is information that is marked as confidential or whose confidentiality is apparent from the circumstances, regardless of whether it has been communicated in written, electronic, physical, or verbal form.

This includes, in particular, Worlée's inquiries, the resulting offers, orders, and specifications, as well as all other data relating to the conclusion of the contract and all contract contents. The Supplier shall use all confidential information solely for the purpose of performing the contract concluded with Worlée. It shall only disclose confidential information to its employees, its affiliated companies within the meaning of sections 15 et seq. of the German Stock Corporation Act (AktG), its representatives, and consultants if this is necessary for the performance of the contract. xml-ph-000

to its employees, its affiliated companies within the meaning of sections 15 et seq. of the German Stock Corporation Act (AktG), its representatives, and consultants only if this is necessary for the performance of the contract. In this case, it shall ensure that the employees, affiliated companies, representatives, and consultants are subject to confidentiality obligations at least as strict as its own.

b) Confidential information within the meaning of the above does not include information that

aa) was already public knowledge or known to the Supplier at the time of transmission or has become so subsequently;

bb) has been made available to the Supplier by third parties without breach of law; or

cc) the Supplier has developed itself without using confidential information.

c) The confidentiality obligation under letter a) shall not apply, except in the cases of sections 3, 5 GeschGehG, if the Supplier is obliged to disclose the confidential information by law or on the basis of a directly enforceable or legally binding decision by an authority or court. In this case, the Supplier shall inform Worlée immediately of the obligation to disclose. In addition, the Supplier shall indicate in the course of disclosure that the information is confidential, if this is the case, and shall endeavor to ensure that the provisions of sections 16 ff. GeschGehG are applied.

18. Invoices

Invoices shall be submitted in duplicate for each delivery to the relevant department. Each invoice must contain the relevant order number. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for such non-compliance.

19. Data protection

a) Worlée is entitled to process personal data of the Supplier and the Supplier's contact persons which Worlée receives in the course of its business relationship with the Supplier, for the purpose of processing the business relationship, safeguarding legitimate interests, and complying with legal obligations, in particular those arising from commercial and tax law. Within the scope of the contractual relationship, the Supplier shall only pass on personal data to Worlée if it is

authorized to do so, in particular if, from its point of view, there are no indications that the contractually foreseeable processing by Worlée is unauthorized under data protection law.

b) The Supplier undertakes to comply with the relevant data protection regulations, in particular the provisions of the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), when providing the contractual services as the controller or processor. Notwithstanding the further provisions in these GTCP, the Supplier is responsible for the lawful handling of personal data provided to it by Worlée for the performance of the contractual services.

c) The Supplier undertakes to process the personal data provided to it by Worlée or belonging to Worlée exclusively in a lawful and transparent manner, in good faith and exclusively for the purpose of performing the contractual services. Any further use of the data, in particular for the Supplier's own purposes or for the purposes of third parties, is not permitted unless there is a legal obligation to process the data for a purpose other than that specified. Furthermore, the Supplier shall limit the processing to the absolute minimum necessary in terms of content and time and shall ensure the accuracy, integrity, and confidentiality of the data.

d) Should the Supplier violate the protection of personal data or should an IT security incident occur in which data from Worlée is or may be affected and it is not clear that the Supplier is solely responsible for this data, the Supplier shall inform Worlée immediately and of any investigation results, unless this is not permitted for important reasons of confidentiality, due to legal regulations or official orders.

e) The Supplier undertakes to take technical and organizational measures to the extent required by the relevant data protection regulations to maintain the confidentiality, availability, integrity, and authenticity of the personal data provided to it by Worlée.

20. Place of performance, place of jurisdiction, choice of law

a) These GTCP and the contract between Worlée and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding any conflict of laws provisions and excluding United Nations Convention on Contracts for the International Sale of Goods (CISG).

b) The exclusive place of jurisdiction for all disputes arising from or in connection with the contract or its validity, including these GTCP, and including international disputes, is Hamburg. However, Worlée is entitled in all cases to bring an action at the place where Supplier is obliged to perform the contract (such as the place of delivery) or at the general place of jurisdiction of the Supplier.

c) Alternatively, and at Worlée's discretion, disputes shall be settled finally in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS). The Supplier may set Worlée a reasonable period of at least two weeks to exercise its right of choice. The arbitral tribunal shall consist of three arbitrators, one arbitrator being appointed by Worlée, one arbitrator by the Supplier and the chairperson being appointed by both arbitrators. The place of arbitration shall be Hamburg. For Suppliers with their registered office or a branch significantly involved in the performance of the contract in Germany, Austria or the German-speaking part of Switzerland, the language of the proceedings shall be German, otherwise English.

21. Severability clause

Should any provision of these GTCP be or become invalid, this shall not affect the validity of the contract and these GTCP in the remaining parts. The statutory provision shall apply instead. In no case shall the provision in these terms and conditions be replaced by the Supplier's terms and conditions.

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