

General Terms and Conditions of Purchase

1. Scope of application of these General Terms and Conditions of Purchase (T&Cs)

a) These General Terms and Conditions of Purchase ("T&Cs") apply to all business relationships with business partners and suppliers ("supplier") from whom Worlée Naturprodukte GmbH ("Worlée") purchases goods and raw materials. The T&Cs shall only apply if the supplier is a business company ("Unternehmer", Section 14 of the German Civil Code ("BGB")), a legal entity under public law ("juristische Person des Öffentlichen Rechts") or a special fund under public law ("öffentlich-rechtliches Sondervermögen").

b) These Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that Worlée has expressly agreed to them in writing. This requirement of consent shall apply in any case, for example even if Worlée accepts the supplier's deliveries without reservation and in full knowledge of the supplier's general terms and conditions.

c) Insofar as these T&Cs do not contain any applicable provisions, the statutory provisions shall apply insofar as these are not amended or expressly excluded by these T&Cs.

d) These T&Cs exist in a German version and in an English translation thereof. In case of any inconsistency between the German version and this English translation, the German version shall prevail.

2. Conclusion of contract, written form, modification of the delivery item

a) Orders placed verbally or by telephone must be confirmed by Worlée in writing or in text form in order to be valid. All agreements made to amend the contract must also be confirmed in writing or text form in order to be effective, unless otherwise stipulated in these T&Cs.

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 shipping the goods (acceptance). A delayed acceptance is deemed to be a new offer and requires acceptance by Worlée.

c) In the case of a purchase on the basis of an "approval of sample" ("Kauf auf Mustergutbefund") or "approval following analysis" ("Kauf auf Analysengutbefund"), the contract will only become effective if the sample is approved by Worlée. The approval period is five working days after receipt of the sample in the case of a purchase on "approval of sample" and 20 working days after receipt of the sample in the case of a purchase on "approval following analysis", starting on the day following the receipt of the sample by Worlée.

d) Worlée may request reasonable changes to the delivery (in particular with regard to the delivery dates) even after conclusion of the contract. In the event of such a change, the effects for both parties, in particular with regard to the additional or reduced costs as well as the delivery dates, are to be taken into account appropriately.

3. Delivery time and delay

a) Agreed delivery periods and delivery dates are binding. Within the delivery period, the goods must be received at the place of receipt specified by Worlée. The supplier is obliged to inform Worlée immediately in writing or in text form if he is unlikely to be able to meet agreed delivery times for whatever reason. Any legal claims resulting from this remain unaffected.

b) If the supplier does not fulfill the order or does not fulfill it within the agreed delivery period, it shall be in default without a reminder. In this case and in other cases of default (e.g. due to a reminder in the absence of a delivery deadline) Worlée's rights – in particular to withdrawal and damages – shall be determined in accordance with the statutory provisions.

c) If a delivery is made before the date specified by Worlée or without a delivery date agreement, Worlée reserves the right to return the goods or to invoice the supplier for the costs incurred by Worlée due to the interim storage and to deduct them from its invoices.

d) If Worlée requests a postponement of a delivery, the supplier must carefully store the properly packed products at its own expense for a maximum period of three months.

e) Force majeure shall release the supplier from its obligation to perform for the duration of the force majeure event and to the extent of its effect. An event of force majeure is an unforeseeable event beyond the supplier's control. An event of force majeure does not exist on the part of the supplier in the event of a shortage of personnel, production materials or resources, in the event of a strike, in the event of a breach of contract on the part of third parties commissioned by the supplier, in the event of financial problems on the part of the supplier or in the event of a lack of the necessary permits or authorisations for the goods to be delivered or services to be provided. The supplier is obliged to provide all necessary information without delay within the scope of what is reasonable and to adjust its obligation to the changed circumstances in good faith. If the performance is no longer economically reasonably usable for Worlée as a result of the delay in delivery caused by force majeure, and in any case if the circumstances giving rise to the force majeure last longer than thirty (30) days, Worlée is entitled to withdraw from the contract.

4. Delivery modalities, retention of title

a) The supplier is not entitled to deliver partial quantities unless otherwise agreed.

b) The supplier shall deliver the goods at its own expense and risk to Worlée's warehouse, unless another destination is specified. The supplier shall provide Worlée with a dispatch note, complete with all references indicated in the order, such as order number.

c) All services and deliveries, including partial services and partial deliveries, must be accompanied by a delivery note with 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 for obtaining export subsidies or for clearance in cross-border traffic shall be provided by the supplier at his expense.

e) The supplier must enclose a complete certificate of origin in the correct form and effective for the purposes of verification by the customs administration as an accompanying document for each delivery that is imported. The supplier is obliged to compensate Worlée for any damage caused by non-recognition of the certificate of origin by the authorities. If the supplier is unable to issue a certificate of origin in individual cases, a current long-term supplier's declaration must be submitted.

f) In the event of retention of title by the supplier, ownership of the goods delivered shall pass to Worlée upon payment. However, Worlée is entitled to sell or process the goods already after delivery within the scope of Worlée's business activities. Worlée does not recognise any retention of title by the supplier that contradicts this provision or goes beyond it, even without an objection by Worlée in the individual case.

5. Condition of the goods, quality, quality assurance

a) By accepting the order, the supplier expressly warrants the characteristics and quality underlying order and – if applicable – the compliance with the specifications set out by Worlée in the order.

b) In the case of a purchase on "approval of sample" or "approval following analysis", the sample must be representative of the goods to be delivered. The provisions on sample names of DIN EN ISO 948:2009-10 for spices and condiments shall apply accordingly. The properties of the delivered goods 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 legislation, as well as all applicable authority orders.

d) Any evidence requested by Worlée, such as certificates of material tests, certificates of analysis or other test documents, form an essential part of the delivery and must be sent to Worlée together with the delivery.

e) The supplier shall carry out quality assurance of a suitable type and scope and provide evidence thereof to Worlée upon request. Factory inspections by the supplier shall ensure that the deliveries comply with the stipulated specifications. The supplier undertakes to make records of the inspections carried out and to archive these for at least three years. Worlée is entitled to inspect these documents at any time and to make copies.

f) The supplier is responsible for the product safety of the delivered goods. If he passes on the order or partial steps to third parties, he must take sufficient quality assurance measures. In any case, the supplier remains solely responsible to Worlée.

6. Food fraud, food defense

a) The supplier shall take measures to prevent, as far as possible, the intentional substitution, adulteration or imitation, or intentional mislabelling 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 on the quality of the delivered goods

a) Compliance of the product with animal feed and food law

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

b) Pesticide residues

The permissible maximum levels for pesticide residues according to the applicable German and EU specifications in the respective version valid at the time of delivery (currently in particular: German Maximum Residue Level Ordinance ("Rückstands-Höchstmengenvorordnung") and Regulation (EC) 396/2005) must not be exceeded.

c) Genetically modified organisms

The products supplied must be completely free of genetically modified organisms. The goods may neither contain nor consist of such organisms nor be produced from them. The requirements 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, German EC Genetic Engineering Implementation Act ("EG-Gentechnik-Durchführungsgesetz")) shall be adhered to.

d) Allergens

Substances or products that trigger allergies or intolerances must be declared in accordance with the requirements of Regulation (EU) 1169/2011. Cross-contamination with allergenic components must be excluded for all products supplied, unless otherwise agreed. The supplier shall submit an allergen statement as part of the first order.

e) Microbiology

The products delivered by the supplier must be within the maximum values of the established specification.

f) Mineral oil residues (MOSH, MOAH)

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

g) Contaminants

The maximum permissible levels for contaminants in foodstuffs in accordance with the applicable German and EU specifications in the version valid at the time of delivery (currently in particular: Contaminants Ordinance ("Kontaminanten-Verordnung") and Regulation (EU) 2023/915) must not be exceeded.

h) Organic products

Insofar as the delivery includes organic products, the applicable German and EU specifications for organic products in the respective version valid at the time of delivery (currently in particular: Regulation (EU) No. 2018/848).

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

Insofar as the delivery includes raw materials for medicinal products, the requirements of the European Pharmacopoeia (Pharmacopoea Europaea) and all applicable German and EU specifications for medicinal products in the version valid at the time of delivery must be complied with.

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

j) Unauthorised treatments: irradiation

The delivered goods as well as their packaging and means of transport must not have been treated with ethylene oxide, methyl bromide and, if applicable, 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 corresponding documentation must be kept by the supplier and handed over to Worlée on request. Furthermore, the use of ionising radiation is not permitted with regard to the goods. The goods must not be exposed to radiation in excess of 600 Bq per kg (Cs-134/Cs-137).

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

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

a) Quality of the packaging

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

b) REACH, CLP

Where applicable, accessories and packaging must comply with the applicable German and EU regulations 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 shall inform Worlée if 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 shall provide a written specification as well as a declaration of conformity for all food contact materials and articles at the latest at the time of delivery.

d) Mineral oil residues (MOSH, MOAH)

The combination of mineral oil with the delivered goods is to be avoided by ensuring that the packaging is free of waste paper or that a sufficient protective layer protects against the combination. The use of printing inks containing mineral oil must also be excluded from labelling.

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

Analysis costs for the examination of goods already delivered shall be borne by the supplier in the event that the statutory or contractually agreed maximum values are exceeded, unless the supplier can prove that he is not responsible for the excess. In the event of an excess, it is at Worlée's discretion to carry out a second analysis of the goods at the supplier's expense; the supplier shall bear the costs of the second analysis unless it can prove that it is not responsible for the excess. In addition, Worlée is entitled to reject the goods. Further rights of Worlée remain unaffected.

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

a) The supplier shall inspect the delivered goods and raw materials for compliance with the contractually and legally owed properties before delivery.

b) With regard to Worlée's rights in the event of material defects and defects of title of the goods and in the event of other breaches of duty by the supplier, the statutory provisions shall apply unless otherwise stipulated below. Any limitation of the supplier's statutory liability for defects or liability for breaches of duty in accordance with the statutory provisions – of whatever kind – is hereby expressly rejected. This also applies to a limitation of liability in terms of amount.

c) The supplier shall be liable in accordance with the statutory warranty provisions for defects in accordance with these General Terms and Conditions of Purchase and any further agreements, in particular for ensuring that the goods have the agreed quality at the time of the transfer of risk and that they also comply with the statutory requirements pursuant to Section 434 (1) of the German Civil Code ("BGB") in all other respects. In any case, the requirements for the delivered goods set out in these T&Cs, unless otherwise agreed, as well as those product descriptions and specifications which – in particular by designation or reference in Worlée's order – are the subject matter of the respective contract or have been included in the contract in the same way as these terms and conditions, shall be deemed to be an agreement on the quality. It does not matter whether the product description or specification originates from Worlée, from the supplier or from 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 will be inspected by Worlée on a sensory basis only. If, in the event of a purchase on "approval of sample" or "approval following analysis", the goods are found to have defects which could not reasonably have been detected in the sensory sample inspection or analysis, Worlée's rights in respect of liability for defects shall be reserved in full.

e) The statutory provisions (Sections 377, 381 of the German Commercial Code ("HGB")) shall apply to the commercial duty to inspect and give notice of defects, subject to the following proviso: The delivery shall only be considered as delivered within the meaning of § 377 HGB upon arrival at Worlée's own domestic warehouse or at the external warehouse or destination otherwise designated by Worlée or, in the case of direct deliveries to Worlée's customer, upon arrival at the customer's premises. The inspection of the delivery shall therefore only be carried out after arrival at Worlée's own domestic warehouse or at the external warehouse or destination otherwise designated by Worlée or, in the case of direct delivery to Worlée's customer, upon arrival at the customer's premises. In the case of container shipment, the inspection is only carried out at the place of final destination. Worlée's obligation to inspect shall be limited to defects which are apparent during the incoming goods inspection under external examination including the delivery documents, such as transport damage, wrong delivery and short delivery, or defects which are recognisable during Worlée's quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. In all other respects it shall depend 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 discovered later shall remain unaffected. Notwithstanding any duty to examine, a notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within 10 working days from the date of discovery in the event of obvious defects from the date of delivery.

f) In the event of a defect, the supplier shall provide subsequent performance at Worlée's discretion by remedying the defect or by delivering an item free of defects (replacement delivery). If the supplier does not fulfil this obligation of subsequent performance within a reasonable period of time set by Worlée, Worlée may remedy the defect itself and demand compensation from the supplier for the expenses required for this or a corresponding advance payment. Minor defects may be remedied by Worlée itself in order to minimise damage without prior consultation.

with the supplier, without this limiting the supplier's liability for defects; Worlée may charge reasonable costs for such self-remedy to the supplier. If the subsequent performance by the supplier has failed or is unreasonable for Worlée, no deadline needs to be set; Worlée shall inform the supplier of such circumstances without delay, if possible in advance.

g) Unless otherwise agreed, the limitation period for claims for defects by Worlée is 36 months from the transfer of risk.

11. Supplier recourse

a) Worlée shall be entitled to its legally determined rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b and 478 of the German Civil Code ("BGB")) without restriction and in addition to the claims for defects. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement) from the seller that we owe our customer in the individual case. Our statutory right to choose (Section 439 para. 1 of the German Civil Code ("BGB")) is not restricted by this.

b) Before Worlée acknowledges or fulfils a warranty claim asserted by a customer (including reimbursement of expenses in accordance with Sections 445a para. 1, 439 para. 2 and 3 of the German Civil Code ("BGB")), Worlée will notify the seller and request a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the warranty claim recognised or actually fulfilled by Worlée shall be deemed to be owed to the customer. In this case, the seller shall be obliged to prove the contrary.

c) Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur.

12. Compliance with legal requirements, Code of Conduct

a) In connection with the execution of the contract, the supplier is obliged to comply with the relevant statutory provisions applicable to it. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations. The supplier shall ensure that the products delivered by him comply with all relevant requirements for placing 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 from time to time, is an integral part of every contract between Worlée and the supplier and must be 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 business practices of the supplier, Worlée will demand corrective measures.

c) The supplier is required to make the principles stated in the Code of Conduct available to all its employees in the local language and to take measures to integrate the principles of the Code of Conduct into its operational activities. In addition, the Code of Conduct must be communicated to each sub-supplier in the supplier's value chain and the supplier shall use its best efforts to ensure that all actors in the upstream supply chain comply with the principles of the Code of Conduct.

13. Intellectual property rights, rights of third parties

a) The supplier warrants in accordance with letter b) below that no third party intellectual property rights are infringed by products supplied by it in countries of the European Union or other countries in which it manufactures the products or has them manufactured.

b) The supplier is obliged to indemnify Worlée against all claims made by third parties against Worlée due to the infringement of intellectual property rights referred to in letter a) and to reimburse Worlée for all reasonable expenses in connection with this claim. This shall not apply insofar as the supplier proves that it is neither responsible for the infringement of intellectual property rights nor could have recognised the infringement at the time of delivery if it had exercised due commercial care.

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

d) If the exploitation of the goods by Worlée is necessarily connected with 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 of unrestricted, unlimited and royalty-free use.

e) The parties undertake to inform each other immediately after becoming aware of infringement risks and alleged or actual infringements of intellectual property rights in order to counteract corresponding liability claims. Further legal claims remain unaffected.

14. Producer liability, insurance cover

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

b) Within the scope of its indemnification obligation, the supplier shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code ("BGB") arising from or in connection with a third party claim including recall actions carried out by Worlée. Further legal claims remain unaffected.

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

15. Prohibition to offset and to assign

a) The supplier is not entitled to offset counterclaims or to exercise a right of retention on the basis of such counterclaims unless they have been legally established or are undisputed.

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

16. Withdrawal in the event of deteriorated ability to deliver

If the supplier's creditworthiness or ability to deliver deteriorates to such an extent that fulfillment of the contract appears to be at risk, Worlée is 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 of the German Trade Secrets Act ("Geschäftsgeheimnisgesetz"), but not exclusively) which it learns about in connection with this contract and its execution and to protect it from access by third parties. Confidential information in this context is information which is marked as confidential or the confidential nature of which is evident from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. This includes, in particular, Worlée's enquiries, the resulting quotations, orders and specifications as well as all other data regarding the conclusion of the contract and all contents of the contract. The supplier will use all confidential information only for the purpose of executing the agreement concluded with Worlée. It shall only disclose confidential information to its employees, its affiliated companies within the meaning of Sections 15 ff. German Stock Corporation Act ("Aktienengesetz"), its representatives and advisors only if this is necessary for the execution of the contract. In this case, he shall ensure that the employees, affiliated companies, representatives and consultants are subject to at least the same strict confidentiality obligations with regard to the confidential information as he himself is.

b) No confidential information in the above sense shall be information which is

aa) information which was obvious or already known to the supplier at the time of transmission or has become so subsequently;

bb) information that has been made available to the supplier without infringement by third parties; or

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

c) Except in the cases of Sections 3 and 5 of the German Trade Secrets Act ("Geschäftsgeheimnisgesetz"), the obligation to maintain secrecy pursuant to letter a) shall also not apply if the supplier is obliged to disclose the confidential information by law or on the basis of a directly enforceable or legally binding decision of an authority or court. In this case, the supplier shall immediately inform Worlée of the obligation to disclose. Furthermore, in the course of the disclosure, the supplier shall indicate that, if this is the case, confidential information is involved and shall work towards the use of the provisions of Sections 16 et seq. of the German Trade Secrets Act ("Geschäftsgeheimnisgesetz").

18. Invoicing

Invoices are to be submitted for each delivery in single copy to the responsible department. Each invoice must contain the respective order number. The supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for them.

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 the business relationship with the supplier, for the purpose of processing the business relationship, for the protection of legitimate interests as well as for compliance with legal obligations, in particular due to commercial and tax law requirements. The supplier shall only pass on personal data to Worlée within the framework of the contractual relationship insofar as it is authorised to do so, in particular insofar as there are no indications from its point of view that the contractually foreseeable processing by Worlée is unauthorised 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 ("Bundesdatenschutzgesetz"), when providing the contractual services as the responsible party or processor. Without prejudice to the further provisions in

these T&Cs, he is responsible for the lawful handling of the personal data provided to him by Worlée for the provision of the contractual services.

c) The supplier undertakes to process the personal data made available to it by Worlée or belonging to Worlée exclusively in a lawful and transparent manner, in good faith and exclusively for the purpose of providing 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 this. Furthermore, the supplier shall limit the processing in terms of content and time to the absolutely necessary extent and shall ensure the accuracy of the data and their integrity and confidentiality.

d) In the event of a personal data breach or an IT security incident at the supplier's premises in which Worlée's data is or may be affected and there is no clarity that the supplier is the only party responsible for this data, the supplier shall immediately inform Worlée of this and of any investigation results, unless this is not permitted for important secrecy reasons, due to legal regulations or official orders.

e) The supplier undertakes to take technical and organisational measures to the extent provided for by the relevant data protection regulations to safeguard the confidentiality, availability, integrity and authenticity of the personal data made available to it by Worlée.

20. Place of fulfilment, place of jurisdiction, applicable law

a) These T&Cs and the contract between Worlée and the supplier shall be governed by the law of the Federal Republic of Germany, without reference to the rules of conflict of laws and to the UN Convention on Contracts for the International Sale of Goods (CISG).

b) For all disputes arising from or in connection with the contract or about its validity, including these T&Cs, the exclusive – also international – place of jurisdiction is Hamburg, Germany. However, Worlée is entitled in all cases to bring an action at the place of fulfilment of the delivery obligation or at the general place of jurisdiction of the supplier.

c) Alternatively, and at Worlée's option, disputes shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. ("DIS") shall be finally settled to the exclusion of the ordinary course of law. The supplier may set Worlée a reasonable deadline of at least two weeks to exercise the right of choice. The arbitration tribunal shall consist of three arbitrators, one arbitrator being appointed by Worlée, one arbitrator being appointed by the supplier and the chairman being appointed by both arbitrators. The place of arbitration shall be Hamburg. In the case of suppliers with their registered office or with a branch office significantly involved in the performance of the contract in Germany, in Austria or in the German-speaking part of Switzerland, the language of the proceedings shall be German, otherwise English.

21. Severability clause

Should any provision of these T&Cs be or become invalid, this shall not affect the validity of the contract and these T&Cs. Instead, the statutory provision shall apply. In no case shall the provision in these T&Cs be replaced by the Supplier's terms and conditions.

As of: 08/2023