

1. Scope and Priority of these GTC

- 1.1** These General Terms and Conditions (GTC) apply to all offers, deliveries and other services of Dried Ingredients Int. GmbH, Am Windhukhai 5, 20457 Hamburg ("we", "us") to our customers. They apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. We do not sell to consumers.
- 1.2** Our GTC apply exclusively. Deviating, conflicting or supplementary purchasing terms or general terms and conditions of the customer shall only become part of the contract if we expressly agree to their application in text form. This also applies if we deliver, perform, remain silent or accept payments with knowledge of such terms.
- 1.3** Individual agreements with the customer take precedence over these GTC. For evidentiary purposes, individual agreements, amendments and supplements should be recorded in text form.
- 1.4** Our GTC in the version incorporated at the time of conclusion of the contract shall also apply to future transactions of the same kind with the same customer without us having to refer to them again, provided that the customer is a merchant or this is legally permissible.

2. Offers, Conclusion of Contract and Order Confirmation

- 2.1** Our offers are non-binding and subject to change unless expressly designated as binding. Prior sale is reserved.
- 2.2** A contract is concluded only by our order confirmation in text form or by execution of the delivery. Our order confirmation is decisive for the content and scope of our performance.
- 2.3** Binding offers remain valid for two weeks from the offer date unless otherwise stated in the offer.
- 2.4** Information provided by the customer regarding intended use, target market, recipe, end product, labelling, certifications or other requirements shall become part of the contract only if expressly confirmed by us in the order confirmation.

3. Subject Matter of the Contract, Specifications, Samples, Analyses and Natural Products

- 3.1** We supply dried plant-based raw materials, ingredients, herbs, fruits, blossoms, roots, vegetables, spices, tea raw materials, tea and food blends and related services exclusively in the B2B sector. Unless expressly agreed otherwise, the sale is made as raw material or ingredient for further inspection, processing, blending, packing or resale by the customer.
- 3.2** The agreed quality of the goods shall be determined exclusively by the expressly agreed product specification, an expressly confirmed sample approval, an expressly confirmed analytical finding and/or our order confirmation. Product information, certificates of analysis, samples, technical information, advice or other statements do not constitute a guarantee, shelf-life guarantee or quality guarantee unless expressly designated as a guarantee in text form.
- 3.3** Unless expressly agreed otherwise, analyses relate exclusively to the sample tested, the method applied, the scope of testing, the laboratory and the time of analysis. They do not replace the customer's own responsibility to check whether the goods are suitable for the customer's specific use, recipe, processing, packaging, labelling, claims and target markets.
- 3.4** In the case of plant-based raw materials and natural products, natural variations due to harvest, origin, batch, storage and processing are customary. Deviations in colour, odour, taste, cut size, structure, bulk density, moisture, visual appearance, foreign matter within customary trade limits and other sensory or physical characteristics do not constitute a defect, provided that the expressly agreed specification and the agreed legal marketability are complied with.
- 3.5** Risks, requirements or test parameters that are not expressly stated in our specifications, analyses or order confirmations, but which are relevant to the customer, its end product, target market or special customer requirements, must be assessed, checked and, where necessary, analysed by the customer on its own responsibility before further processing or resale.

3.6 We do not sell medicinal products, active substances requiring authorisation, chemicals or finished cosmetic products. Any use of the goods in medicinal products, food supplements, cosmetic products, animal feed or other specially regulated products is solely the customer's responsibility unless such use has been expressly agreed in text form.

4. Prices, Taxes and Cost Increases

4.1 Unless otherwise confirmed, our prices are net prices plus statutory VAT and plus transport, packaging, customs duties, levies, insurance, storage and other ancillary costs.

4.2 If more than six weeks elapse between conclusion of the contract and the scheduled delivery date and costs associated with the delivery increase after conclusion of the contract for reasons for which we are not responsible, we are entitled to pass these actual and reasonable additional costs on to the customer in addition to the contract price. This applies in particular to customs duties, import and export levies, taxes, freight, storage costs, energy costs, insurance costs, port charges, official fees and comparable external costs.

4.3 At the customer's request, we will provide reasonable evidence of the material basis of the additional costs. Statutory rights of the parties remain unaffected.

5. Payment Terms, SEPA and Default in Payment

5.1 Unless expressly agreed otherwise, invoices are due for payment without deduction within 14 calendar days after receipt of the invoice. Payments must be made free of charges to the account specified by us.

5.2 Bills of exchange and cheques are accepted only with our prior consent and only on account of performance. Performance occurs only upon full and final crediting.

5.3 If SEPA direct debit has been agreed and the customer has issued a SEPA mandate, we will generally give advance notice of the direct debit collection no later than one calendar day before the due date. The customer must ensure sufficient funds in the specified account. This obligation also applies if advance notice is delayed or not received in an individual case.

5.4 In the event of default in payment, the statutory default provisions apply. In particular, we are entitled to claim default interest at the statutory rate, the statutory default lump sum and any further default damages.

5.5 If the customer is in default of payment, suspends payments, a material deterioration in its financial circumstances becomes apparent or there are justified doubts about its ability to pay, we may make further deliveries dependent on advance payment or security and declare outstanding claims from the business relationship due immediately to the extent permitted by law.

6. Set-off and Rights of Retention

6.1 The customer may set off only against claims that are undisputed, ready for decision or finally adjudicated.

6.2 The customer may exercise rights of retention only insofar as they are based on the same contractual relationship and are undisputed, ready for decision or finally adjudicated.

7. Delivery Periods, Self-Supply and Force Majeure

7.1 Delivery periods and delivery dates are approximate only unless expressly confirmed as binding or fixed in text form. In the case of approximate delivery periods, we may exceed the delivery period by up to two weeks.

7.2 Our obligation to deliver is subject to correct, complete and timely self-supply by our suppliers, provided that we have concluded a corresponding covering transaction and the failure to supply is not attributable to us.

7.3 Events of force majeure and other unforeseeable, unavoidable events or events for which we are not responsible, in particular natural events, crop failures, quality problems at suppliers, transport disruptions, port or customs delays, pandemics, official measures, energy or raw material shortages, strikes, lockouts, operational disruptions, war, unrest or sanctions, shall extend the delivery period appropriately. If the delivery thereby becomes permanently impossible or unreasonable, we are entitled to withdraw from the contract in whole or in part.

7.4 The customer may not derive claims for damages from a delay permissible under this clause unless we caused the delay intentionally or by gross negligence.

8. Delivery Quantities, Weights and Partial Deliveries

- 8.1** Delivery quantities and delivery weights are approximate unless expressly agreed as fixed. Customary, natural-product-related, production-related or packaging-related excess or short quantities of up to 10% are permissible insofar as they are reasonable for the customer.
- 8.2** The weight determined by us or on our behalf upon delivery is decisive. The customer may request a control weighing at its own expense. Weight deviations must be notified in text form within three working days after delivery; the customer must enable us to verify the deviation without delay.
- 8.3** We are entitled to make partial deliveries to a reasonable extent, in particular if these are independently usable by the customer and no fixed date has been agreed for the entire delivery. Each partial delivery shall be deemed a separate transaction and may be invoiced separately.
- 8.4** Defects or delays in a partial delivery do not affect partial deliveries already made or still outstanding, provided that it is reasonable for the customer to adhere to the contract otherwise.

9. Dispatch, Delivery Terms and Transfer of Risk

- 9.1** The delivery terms are set out in our order confirmation. If no delivery term has been agreed, delivery is made ex warehouse Hamburg or ex the warehouse or loading location designated by us.
- 9.2** Dispatch, transport, packaging, insurance, export, import, customs clearance and other ancillary costs are, unless otherwise agreed, for the account and risk of the customer.
- 9.3** The risk of accidental loss and accidental deterioration passes to the customer at the latest upon handover of the goods to the forwarding agent, carrier, parcel service, other transport person or to the customer itself. In the case of collection by the customer or its agents, risk passes upon handover at the warehouse or loading location.
- 9.4** If dispatch or acceptance is delayed for reasons attributable to the customer, risk passes to the customer upon receipt of the notice of readiness for dispatch or collection. In this case, we are entitled to store the goods at the customer's cost and risk.

10. Call-off Orders, Contracts, Special Goods and Default in Acceptance

- 10.1** In the case of call-off orders, framework contracts or deliveries on call-off, the customer must call off and accept the goods in full within the agreed call-off period. If no call-off period has been agreed, the call-off period is six months from conclusion of the contract.
- 10.2** If the customer does not call off at least 40% of the agreed quantity within half of the call-off period, we may set the customer a reasonable additional period. After expiry of that period without result, we are entitled to withdraw from the contract in whole or in part, claim damages, store the goods or realise them in accordance with statutory provisions by way of self-help sale or otherwise to the best possible extent.
- 10.3** Goods procured, cut, cleaned, flavoured, blended, repacked or otherwise manufactured or made available specifically or exclusively for the customer ("Special Goods") must be accepted in full by the customer and may not be freely cancelled unless we expressly agree to cancellation.
- 10.4** If the Customer fails to take delivery of Special Goods or any other goods by the agreed delivery date, we shall be entitled, after expiry of a reasonable additional period set by us, to invoice the goods and store them at the Customer's sole cost and risk. In this case, risk passes to the customer upon receipt of the notice of readiness, but at the latest upon invoicing. Our retention of title remains unaffected.
- 10.5** Unless otherwise agreed, we charge storage fees of EUR 9.50 per month and pallet space plus VAT for the storage of goods not accepted. Part months may be charged pro rata. Storage should not exceed twelve months; thereafter, after prior notice, we are entitled to realise or dispose of the goods otherwise at the customer's cost and risk to the extent permitted by law.
- 10.6** If the customer is in default of acceptance and is responsible for this default, we are entitled, without prejudice to proof of higher damages, to claim damages in lieu of performance amounting to 25% of the agreed consideration for the goods not accepted after expiry of a reasonable additional period. The customer remains entitled to prove that we suffered no damage or only lower damage.

11. Confirmation of Arrival for Intra-Community Deliveries

- 11.1** If the customer collects goods itself or has them collected by a third party commissioned by it and the goods enter another EU Member State, the customer is obliged to provide us, no later than within three months after collection, with all evidence required for the tax exemption of the intra-Community delivery, in particular a confirmation of arrival, in text form.
- 11.2** The confirmation of arrival must contain the legally required information, in particular the name and address of the customer, the customary commercial description and quantity of the goods, the date of collection, the month and year in which transport ended, the Member State and place of destination and confirmation that the goods actually arrived in the other EU Member State.
- 11.3** If we do not receive the required evidence on time or in full, we are entitled to charge VAT retroactively. The customer must pay the VAT charged retroactively without delay. For future deliveries, we may in such cases initially charge VAT and refund it upon submission of proper evidence.

12. Food and Feed Law, Marketability and Target Markets

- 12.1** If we supply goods as food, animal feed or corresponding raw material, unless expressly agreed otherwise, we owe exclusively compliance with the food and/or feed law requirements applicable in Germany and the directly applicable European regulations in the version applicable at the time of transfer of risk, insofar as these requirements are relevant to the goods supplied by us in the agreed quality.
- 12.2** Compliance with legal requirements of other states or economic areas, in particular the USA, Canada, the United Kingdom, Switzerland or third countries, as well as with private standards, trade standards, retail requirements, association standards or customer-specific limits, is owed only if expressly agreed in text form.
- 12.3** The customer is solely responsible for checking whether the goods are suitable and marketable for its specific recipe, processing, dosage, blending, packaging, filling, storage, advertising, claims, labelling and the end product intended by it as well as for the relevant target markets.

13. Organic Products, Certifications and Special Standards

- 13.1** Organic quality is owed only if the delivery of organic goods has been expressly agreed in text form. Unless otherwise agreed, "organic" refers to the German and directly applicable EU requirements for organic products applicable at the time of transfer of risk, in particular Regulation (EU) 2018/848 *in its current version*.
- 13.2** In the case of an expressly agreed organic delivery, the organic status refers to the goods supplied by us at the time of transfer of risk. The assessment is based on the valid organic certificates, inspection body documents, supplier declarations, accompanying documents, where applicable import or inspection certificates, batch documents, analyses and our risk-based quality assurance release available to us at that time.
- 13.3** We are not the producer of the agricultural raw materials. The organic raw materials supplied by us are obtained from organically certified suppliers in different countries of origin and are inspected and released by us within the scope of our quality assurance system. The inspection includes in particular checking the relevant certification and batch documents and, depending on raw material, origin, supplier, history and risk assessment, analytical testing for relevant parameters such as, in particular, pesticides, glyphosate, microbiology and, on a risk-based basis, PA/TA, mycotoxins, perchlorate, chlorate and further relevant parameters.
- 13.4** A subsequent complaint, an analytical finding in a further processed, blended, flavoured, packed or otherwise modified end product, a suspicion, an OFIS notification, a provisional blocking, a measure by an inspection body or an official measure does not in itself constitute proof that the goods supplied by us already failed to comply with the agreed organic quality at the time of transfer of risk or that we are responsible for a breach of duty.
- 13.5** Other certifications or standards, in particular NOP, Naturland, Rainforest Alliance, UEBT, Fairtrade, Fair for Life, FairWild, kosher, halal or comparable standards, are owed only if they have been expressly agreed in text form and are stated in the order confirmation.
- 13.6** In the event of suspected cases, traces or complaints in connection with organic or other certification standards, the customer's general information, cooperation and damage mitigation obligations under Clause 18 apply in addition. We will cooperate in clarification to the extent reasonable and provide the batch, certification, analysis and release documentation available to us.

14. Labelling, End Product Responsibility and Placing on the Market

- 14.1** We do not assume obligations beyond the statutory labelling obligations mandatorily applicable to our respective delivery. Without express agreement, we are in particular not obliged to check or create the labelling, list of ingredients, allergen labelling, nutrition

labelling, health claims, organic labelling, origin information, warnings, preparation instructions or other mandatory information for the customer's end product.

14.2 If the customer further processes, blends, doses, extracts, packs, repacks, labels, resells or otherwise places the goods on the market, the customer alone is responsible for the legally compliant quality, labelling, advertising, claims and marketability of its product.

14.3 If products are packed, labelled, blended or processed according to the customer's specifications, the customer remains responsible for the accuracy, completeness and legality of its specifications, texts, labels, specifications, recipes and other information.

15. Inspection, Notification Duties and Retained Samples

15.1 The customer must inspect the goods carefully without delay after delivery. The type and scope of the inspection are governed by Section 377 of the German Commercial Code (HGB), the ordinary course of business, the nature of the goods, the agreed specifications, the intended use and the risks identifiable to the customer.

15.2 Obvious defects, transport damage, packaging damage and quantity or weight deviations must be notified in text form without delay, at the latest within three working days after delivery.

15.3 Other quality defects identifiable in the course of a proper incoming goods inspection must be notified in text form without delay, at the latest within ten working days after delivery.

15.4 Analytically determinable deviations must be notified in text form without delay after a meaningful analysis result is available. The customer must provide the analysis, the laboratory, the method, the sampling route, the sampling date, the batch examined and all documents required for examination.

15.5 Hidden defects that were not identifiable during a proper inspection must be notified in text form without delay, at the latest within three working days after discovery.

15.6 If the customer fails to notify a defect properly and on time, the goods shall be deemed approved to the extent permitted by law. The customer must store goods complained about unchanged, properly and separately until clarification and give us the opportunity to inspect them. Further processing, blending, repacking or onward delivery before clarification is at the customer's risk.

15.7 To the extent necessary and reasonable for an inspection, the customer must keep representative retained samples of the affected goods or enable us to take such samples.

16. Warranty

16.1 In the case of defects notified properly, on time and with justification, we shall provide subsequent performance at our discretion by delivering non-defective goods, remedying the defect or issuing a credit note, insofar as this is appropriate according to the nature of the goods. If subsequent performance fails or is impossible or unreasonable, the customer has the statutory rights to reduce the price or withdraw from the contract in accordance with statutory provisions and these GTC.

16.2 A merely insignificant reduction in the value or fitness of the goods does not constitute a defect. In particular, customary, natural-product-related or specification-compliant deviations within the meaning of Clause 3.4 do not constitute a defect.

16.3 Warranty claims are excluded insofar as the defect is attributable to improper storage, treatment, processing, blending, repacking, labelling, use, onward delivery or other measures by the customer or third parties after transfer of risk.

16.4 Warranty claims are also excluded insofar as, as a result of further processing, blending, repacking, onward delivery, missing batch separation, missing documentation or missing retained samples, it can no longer be established whether a defect already existed at the time of transfer of risk.

16.5 If a defect is based on a delivery by a supplier, we are entitled to assign our claims against the supplier to the customer on account of performance or to support the customer appropriately in enforcing such claims. The customer's statutory rights against us remain unaffected insofar as the customer is not reasonably satisfied thereby.

16.6 Warranty rights are available exclusively to our direct customer and may be transferred only with our prior consent, to the extent permitted by law.

16.7 We bear the transport, travel, labour and material costs necessary for subsequent performance only insofar as they arise for subsequent performance at the agreed place of delivery and are not increased because the goods were moved to another place, unless such movement corresponds to the intended use of the goods.

17. Liability

17.1 We have unlimited liability for damages arising from injury to life, body or health, for intent and gross negligence, under the German Product Liability Act, for fraudulent concealment of a defect and under expressly assumed guarantees.

17.2 In the event of a slightly negligent breach of material contractual obligations, our liability is limited to the damage typical for the contract and foreseeable *damages*. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose observance the customer may regularly rely.

17.3 Otherwise, our liability for slightly negligent breaches of duty is excluded.

17.4 To the extent permitted by law, we are not liable for indirect damage, remote consequential damage, loss of profit, production downtime, recall costs, costs of end product changes, market measures, contractual penalties or third-party claims, unless these are based on liability that is unlimited under this clause or on a culpable breach of material contractual obligations.

17.5 The above limitations of liability also apply for the benefit of our corporate bodies, legal representatives, employees, agents and vicarious agents.

18. Responsibility within the Supply Chain, Customer Duties and Indemnification

18.1 We are responsible for the contractual quality of the goods supplied by us at the time of transfer of risk on the basis of the agreed specification, the documents and analyses available to us and our risk-based quality assurance release.

18.2 The customer is responsible for further processing, blending, packing, storage, labelling, claims, marketing, end product release and checking special requirements of its customers, trade levels, target markets or authorities, unless these requirements have been expressly agreed with us in text form.

18.3 The customer must provide us with all information relevant to the delivery completely, correctly and in good time, in particular regarding intended use, target market, recipe, end product, desired standard, labelling, certification, special limits and other requirements.

18.4 In the event of complaints, suspected cases, official notices, measures by inspection bodies, blocking, withdrawals or recalls that could be connected with the goods supplied by us, the customer must inform us without delay and provide us with all relevant documents. This includes in particular batch data, analysis reports, sampling protocols, retained samples, official letters, notices from inspection bodies and information on further processing, blending, flavouring, packing, labelling, storage, marketing and the affected target markets.

18.5 Before acknowledging third-party claims, initiating voluntary recall, withdrawal, blocking, delisting, relabelling, destruction or other cost-causing measures, we must be given the opportunity to inspect, comment, conduct counter-analyses and participate in damage mitigation, unless a mandatory official order or an imminent health risk prevents this.

18.6 Costs arising from measures initiated without prior involvement of us shall be reimbursed only insofar as such measures are mandatory, necessary, reasonable, proven and legally attributable to us. The customer must prove the nature, scope, necessity, reasonableness, causation and amount of any costs asserted.

18.7 To the extent permitted by law, the customer shall indemnify us against third-party claims arising from further processing, blending, flavouring, packing, labelling, advertising, claims, onward delivery, placing on the market, use in end products, target market requirements or from incorrect, incomplete or delayed information provided by the customer, insofar as we are not responsible for such claims under Clause 17.

18.8 The indemnification also includes reasonable costs of legal defence, official proceedings, investigation, analysis, recall, blocking, destruction and communication costs, insofar as these were caused by the customer's sphere of responsibility.

19. Limitation Period

19.1 Customer claims for defects become time-barred twelve months after delivery of the goods.

- 19.2** Longer statutory limitation periods remain unaffected, in particular for buildings or items that have been used for a building in accordance with their customary use, for recourse claims under Sections 445b and 478 BGB, in cases of fraudulent intent, under expressly assumed guarantees, for claims under the Product Liability Act and for damages arising from injury to life, body or health.
- 19.3** Any other claims for damages by the customer shall become time-barred 18 months after the statutory commencement of the limitation period, unless a longer statutory limitation period applies pursuant to Clause 17.1 or mandatory law.

20. Retention of Title

- 20.1** The delivered goods remain our property until full payment of all existing and future claims arising from the business relationship with the customer, including ancillary claims, default interest, costs and current account balances.
- 20.2** The customer may resell, process, blend or combine retained goods in the ordinary course of business as long as it is not in default of payment and no application for the opening of insolvency proceedings over its assets has been filed. Pledges, transfers by way of security and other disposals outside the ordinary course of business are prohibited.
- 20.3** Processing, transformation, blending or combining of the retained goods is carried out for us without creating obligations for us. If a new item is created, we acquire co-ownership in proportion to the invoice value of the retained goods to the value of the new item at the time of processing, blending or combining. If the customer's item is to be regarded as the main item, the customer hereby transfers corresponding co-ownership to us. The customer stores the sole or co-ownership for us free of charge.
- 20.4** The customer hereby assigns to us all claims from the resale of retained goods or of new items created from them in the amount of our secured claims. We accept the assignment. If goods in which we have co-ownership are resold, the claim is assigned proportionally in accordance with our co-ownership share.
- 20.5** The customer remains authorised to collect the assigned claims until revocation. We will revoke the collection authorisation only if the customer defaults on payment, breaches its obligations under the retention of title, a material deterioration in assets occurs or insolvency proceedings are applied for. After revocation, the customer must inform us of the assigned claims, debtors and required documents and disclose the assignment to the debtors.
- 20.6** The customer must treat the retained goods with care, store them separately and traceably where this is possible and reasonable according to the nature of the goods, and adequately insure them against customary risks. The customer hereby assigns to us claims against insurers or other parties liable for compensation in the amount of our secured claims; we accept the assignment.
- 20.7** The customer must inform us without delay of third-party access to the retained goods or assigned claims, in particular attachments, seizures or other impairments. The customer must take all measures necessary to safeguard our rights and reimburse us for the resulting costs insofar as the third party does not reimburse them.
- 20.8** In the event of breach of contract by the customer, in particular default in payment, we are entitled to demand return of and realise the retained goods in accordance with statutory provisions. Taking back the retained goods does not constitute withdrawal from the contract unless we expressly declare this.
- 20.9** If the realisable value of the securities exceeds our secured claims by more than 20%, we will release securities of our choice at the customer's request.

21. Confidentiality and Data Protection

- 21.1** The customer must treat all confidential information, documents, specifications, recipes, analyses, prices, illustrations, drawings, samples and trade secrets received from us as confidential and may make them accessible to third parties only with our prior consent in text form.
- 21.2** The confidentiality obligation does not apply to information that the customer demonstrably already knew lawfully, that is publicly known, that becomes publicly known without breach of duty or that must be disclosed due to a statutory or official obligation.
- 21.3** The confidentiality obligation continues for five years after termination of the business relationship; for trade secrets, it continues for as long as they are trade secrets.
- 21.4** We process personal data in accordance with applicable data protection laws. Further information is provided in our privacy policy as amended from time to time.

22. Place of Performance, Jurisdiction and Quality Determinations

22.1 Unless expressly agreed otherwise, the place of performance for all mutual obligations is Hamburg.

22.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, Hamburg is the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship. We are also entitled to sue the customer at its general place of jurisdiction.

22.3 In the event of disputes concerning the quality, condition or conformity of the goods, we may require that the determinations be made by an independent, professionally suitable and, where available, accredited laboratory or by an expert appointed by the Hamburg Chamber of Commerce. The parties shall cooperate in proper sampling. Subject to deviating statutory provisions, the costs shall be borne by the unsuccessful party; in the case of partial success, costs shall be apportioned appropriately.

23. Applicable Law

23.1 The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and excluding conflict-of-law provisions insofar as they would lead to the application of another law.

24. Language Versions

24.1 An English translation may exist in addition to the German version of these GTC. In the event of contradictions, doubts of interpretation or deviations between the German version and a translation, the German version shall prevail. The English version is provided solely as a translation aid unless expressly agreed otherwise.

25. Severability

25.1 If individual provisions of these GTC are or become wholly or partly invalid, unenforceable or incomplete, the validity of the remaining provisions remains unaffected.

25.2 In place of the invalid or unenforceable provision, to the extent permitted by law, a valid and enforceable provision shall be deemed agreed which comes closest to the economic purpose of the invalid or unenforceable provision. The same applies to any gaps.