
GENERAL SALES CONDITIONS OF SASMA B.V.

Article 1 – Definitions

The following capitalized words and expressions used in these general sales conditions of Sasma B.V. are defined terms to which the following meaning is assigned:

Article: a provision of these General Conditions;

Contract: each contract between Sasma and Purchaser which is concluded in accordance with Article 3.4;

Delivery: the factual delivery of the Products;

General Conditions: these general sales conditions of Sasma B.V.;

Product: any movable goods, including but not limited to alcohols, spirits and/or related services which are delivered or to be delivered by Sasma in bulk or otherwise as indicated or referred to in Sasma's offer or order confirmation;

Purchaser: the potential counter party or counter party of Sasma, being at any rate but not limited to the party to which Sasma invoices the Product;

Sasma: Sasma B.V., having its corporate seat and principal office at Heliumstraat 8, 2718 SL Zoetermeer, the Netherlands;

Specifications: a separate document prepared by Sasma which stipulates, without any exemption, all quality, quantity, hygiene and packaging requirements, and the limitations thereof, the certificates of analysis and other certificates agreed upon between the Parties, if any, for each type of Product to be delivered by Sasma and for which Sasma accepts responsibility.

Article 2 – Applicability

2.1 THE APPLICABILITY OF GENERAL TERMS AND CONDITIONS USED OR REFERRED TO BY PURCHASER IS HEREWITH EXPLICITLY REJECTED. These shall not apply to the legal relationship between Sasma and Purchaser.

2.2 These General Conditions are applicable to all legal relationships of Sasma acting as potential seller, or seller of the Product.

2.3 Stipulations deviating from these General Conditions must be made in writing and signed by Sasma and Purchaser.

2.4 Whenever "written" or "in writing" is used in these General Conditions it shall also mean by fax, email, internet or any other electronic medium.

Article 3 – Conclusion of Contract

3.1 Offers made by Sasma are without engagement and shall be valid for the period indicated in the offer. Any offer made by Sasma shall be regarded as a new and separate offer which shall replace any previous offer or offers made by Sasma.

3.2 Unless agreed otherwise in writing, all offers are based on the assumption that the Contract will be executed under normal labor conditions and during normal working time. If the Contract is not executed under normal labor conditions and conditions and/or under normal working time, Purchaser is obliged to pay any additional costs related thereto to Sasma.

3.3 Sasma may terminate its negotiations with Purchaser at any time without giving reasons and without having to pay any compensation whatsoever.

3.4 A contract between Sasma and Purchaser is concluded, if Sasma confirms Purchaser's order in writing, or if Purchaser accepts and confirms Sasma's offer in writing and Sasma reconfirms Purchaser's confirmation and acceptance, or if Sasma commences the execution of the order placed by Purchaser (the "Contract").

3.5 Purchaser hereby explicitly releases its right to rescind or reject or invoke annulment on the basis of article 6:227b paragraphs 1, 4 and 5 of the Dutch Civil Code and article 6:227c paragraphs 2 and 5 of the Dutch Civil Code, if and to the extent that Purchaser acts as a professional party.

Article 4 – Delivery, Specifications, Warranty

4.1 Delivery of the Product will be done on the basis of the Incoterm (selected from the Incoterms 2010) set out in Sasma's order confirmation.

4.2 In the event that the Incoterm referred to in Article 4.1 requires Purchaser to arrange for transport of the Product and Purchaser fails to do so, Sasma will arrange for transport of the Product at its discretion and for the account and risk of Purchaser.

4.3 The time for Delivery indicated by Sasma will only serve as an estimate and is not of the essence. Sasma shall not be in default until Sasma is given a notice of default by Purchaser after the agreed time for Delivery has lapsed or after the lapse of the extended time for Delivery referred to in Article 4.4 and Sasma has been granted a reasonable time for Delivery of at least 1 calendar month to fulfill its obligations which has also lapsed without Sasma having fulfilled its obligations.

4.4 In case Sasma cannot timely perform its obligations under the Contract, Sasma shall give notice hereof to Purchaser in writing as soon as possible, without Sasma being obliged to pay Purchaser any compensation.

4.5 Sasma is entitled to deliver in consignments and to invoice such deliveries separately.

4.6 Purchaser will accept Delivery of the Product at the agreed time and location. Should Purchaser fail to accept such Delivery entirely, or fail to accept such Delivery and/or fail to remove the Product from the agreed port of destination within the applicable free time of the country and port of destination, Purchaser shall be liable for any and all costs incurred by Sasma as a result of the foregoing, including but not limited to demurrage, detention charges and a statutory interest increased with 3 %. Sasma shall be entitled to have the Product stored for the account and risk of Purchaser and to sell the Product to third parties within the applicable free time.

4.7 Volume, quantity and composition of the delivered Product shall be determined by weighing, measuring, counting and analyzing in accordance with the methods used by Sasma, subject to proof to the contrary.

4.8 Minor deviations, whether positive or negative, with respect to the agreed quantity, volume and/or composition of the Product, shall be accepted by Purchaser and do not result into any change of the price.

4.9 Illustrations, catalogues or samples of the Product are only provided as an indication to which the delivered Product does not have to conform.

4.10 Sasma is not obliged to make inquiries about the intended use of the Product or the circumstances in which the Product will be used. Purchaser shall be fully liable for the applications and/or use of the Product.

4.11 Sasma hereby represents and warrants that upon Delivery of the relevant shipment of the Product, the Product in the relevant shipment shall not be contaminated, adulterated or otherwise spoiled, shall be of satisfactory quality and shall meet all of its Specifications and furthermore that the container of the relevant shipment shall not leak or otherwise fail to hold its contents at the time of Delivery of the relevant shipment to Purchaser, excluding any leakage caused by Purchaser. Sasma never warrants the absence of defects which are the consequence of complying with any mandatory (governmental) laws, rules and regulations regarding the nature or the quality of the raw materials and/or materials applied in the delivered Product. SASMA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AND WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT TO BE DELIVERED PURSUANT TO THE CONTRACT. Purchaser cannot claim under this Article 4.11 and Sasma shall, irrespective of the legal basis for a claim, not be liable towards Purchaser, if Purchaser has used any part of the relevant shipment of the Product or mixes, blends or combines any part of the relevant shipment of the Product with other products or adds other products to the relevant

shipment of the Product, provided, however, that the loss of the right to claim shall be limited to the amount of the Product which has been used, mixed, blended or combined.

4.12 Sasma expressly reserves the right, but accepts no obligation, to make such changes in the Specifications of the relevant Product as are necessary to ensure that the relevant Product conforms with any applicable statutory requirements and Purchaser shall not be entitled to object to or reject the Product by reason of any such changes.

4.13 Unless explicitly agreed otherwise in writing, Purchaser shall at all times be responsible for: (i) the transportation of the containers used for the transport of the Product from the agreed place and point of Delivery to the destination designated by Purchaser and (ii) the return of such containers from the destination designated by Purchaser to the agreed place and point of Delivery.

4.14 Purchaser may not use the containers used for the transport of the Product for the storage and/or transport of any other product than the Product.

4.15 Unless a contract is concluded between Sasma's third party container rental undertaking and Purchaser following which Purchaser shall return or cause to have returned the containers used for the transport of the Product to Sasma's container rental undertaking at Purchaser's cost and expense and with no obligation whatsoever on the part of Sasma, Purchaser is obliged to return the containers used for the transport and Delivery of the Product clean and in the same condition as received by Purchaser within the number of free days indicated by Sasma, Sasma's agent or Sasma's third party container rental undertaking's agent to Sasma's third party container rental undertaking at the location indicated by Sasma, Sasma's agent or Sasma's third party container rental undertaking's agent. All costs for repairs to one or more containers due to damage caused during the period starting on the moment of Delivery of the Product until the moment the containers have been returned to Sasma's third party container rental undertaking and/or the costs for replacement of any damaged or missing container and/or accessories due to damage or loss caused or incurred during the period the moment of Delivery of the Product until the moment the containers have been returned to Sasma's third party container rental undertaking or, as the case may be, Sasma's third party container rental undertaking's agent shall be for Purchaser's cost and expense. Purchaser is obliged to notify Sasma in advance and in writing at what date Purchaser will return the containers to Sasma's third party container rental undertaking. In addition, Purchaser is obliged to notify Sasma in writing immediately after the date of return of the containers at what date the containers have been returned to and accepted by or on behalf of Sasma's third party container rental undertaking or, as the case may be, Sasma's third party container rental undertaking's agent and in what condition. Purchaser shall provide Sasma with all required documents evidencing the foregoing.

Article 5 – Prices

5.1 The price of the Product is based upon the Incoterm (selected from the Incoterms 2010) set out in Sasma's order confirmation and is exclusive of VAT, excise tax and other taxes, packaging taxes, packaging costs, costs for packaging materials, transport, freight, insurance and analysis. Sasma shall confirm the price for the Product and included and excluded costs in its order confirmation.

5.2 Sasma may charge to Purchaser changes in cost price factors relating to the Contract, such as prices of raw materials, materials, energy costs, labor costs, insurances, freight tariffs, exchange rates, taxes, duties or other governmental measures, which may occur within 3 calendar months after conclusion but before performance of the Contract.

5.3 The price of the Product is only valid for the specific quantity (volume or number of ISO containers, drums or other packaging materials) of the Product and/or the specific time-frame as agreed and stated in Sasma's order confirmation. If no such quantity and/or time-frame is stated in Sasma's order confirmation, then the price of the Product is valid for only 1 shipment.

Article 6 – Payment

6.1 Sasma shall invoice Purchaser per shipment of Product. Unless agreed otherwise in writing, the total invoice amount shall be paid in advance of Delivery.

6.2 Payment is made by Purchaser in the agreed currency, without any set-off, discount, and/or suspension.

6.3 All payment-related costs, the provision of securities included, shall be borne by Purchaser.

6.4 In the event of any payment becoming overdue, Purchaser is obliged to pay the outstanding amount and statutory interest increased with 3 % over such outstanding amount until such date that payment in full has been received by Sasma, without prejudice to any other rights or remedies Sasma may have and without a prior written notice of default having to be served. Any unpaid invoices become immediately due and payable and all consequences of non-performance shall become due, effective and/or payable.

6.5 All extra judicial costs, explicitly including costs incurred in respect of drafting and sending demands for payments, conducting settlement negotiations and other acts in preparation of potential legal proceedings, as well as all judicial costs which Sasma reasonably incurs as a result of Purchaser's non-performance shall be borne by Purchaser.

6.6 Payments by Purchaser shall be deemed to have been made first to settle the costs referred to in Article 6.5, subsequently to settle the interest due and shall then be charged to that part of the principal amount indicated by Sasma, irrespective of indications made by Purchaser.

Article 7 – Security

In case Sasma has good reason to believe that Purchaser will not strictly or timely fulfill its obligations towards Sasma, Purchaser is obliged to provide at Sasma's first request, satisfactory security in the form requested by Sasma with respect to the fulfillment of Purchaser's payment obligations and other obligations under the Contract or Contracts or to replace or provide additional security in addition to any security already provided. If Purchaser does not comply with such a request for security within 7 calendar days of receipt of such request, all consequences of non-performance shall become due, effective and/or payable.

Article 8 – Retention of Title

8.1 Sasma retains title relating to the Product delivered or to be delivered, until Purchaser has fulfilled its payment obligations and other obligations with respect to all Product delivered or to be delivered under the Contract, all services to be performed or performed under the Contract as well as all claims based on breach of the Contract.

8.2 In the event that Purchaser produces new movable goods out of inter alia the Product referred to in Article 8.1, these movable goods will be regarded as having been produced for Sasma itself as owner and Purchaser will detain these movable goods for Sasma until Purchaser has fulfilled all of its obligations referred to in Article 8.1.

8.3 Until Purchaser has fulfilled its payment obligations in full, Purchaser is neither entitled to pledge nor to otherwise encumber the Product. Disposal of the Product to third parties is only permitted in the normal course of its business, provided that Purchaser acts as undisclosed agent (in Dutch: "lasthebber in eigen naam") of Sasma in its own name but for the account of Sasma.

8.4 Purchaser shall notify Sasma immediately if third parties exercise rights to the Product delivered under retention of title or if Purchaser becomes aware of third parties intending to do so.

8.5 In case Purchaser fails to fulfill any of its obligations under the Contract, Sasma has the right to repossess the Product delivered and owned by it. Sasma shall notify Purchaser in writing that it wishes to repossess the Product. Upon receipt of said notification Purchaser has the option to return the Product within 3 working days to Sasma at Purchaser's cost and expense or to authorize Sasma or any third party designated by Sasma to enter those premises of Purchaser where the Product has been stored and repossess the Product. All costs relating to the repossession of the Product by Sasma shall be borne by Purchaser.

8.6 At Sasma's first request, Purchaser is obliged to:

- insure the Product which is delivered subject to retention of title against all customary risks such as water damage, deterioration, theft, vandalism and fire and to allow Sasma to inspect the relevant policy;

- pledge to Sasma all Purchaser's claims against the insurers regarding the Product which is subject to retention of title in the manner provided in article 3:229 of the Dutch Civil Code;
- pledge to Sasma all claims against customers which Purchaser acquires by the resale of the Product subject to retention of title in the manner provided in article 3:239 of the Dutch Civil Code;
- mark the Product which is subject to retention of title or to store the Product in such a manner that it is identifiable as Sasma's property; and/or
- otherwise provide all co-operation with regard to all reasonable measures Sasma will take in order to protect its ownership of the delivered Product and which will not unreasonably obstruct Purchaser in the ordinary course of its business.

Article 9 – Duty to inspect, Notice of defect

9.1 Purchaser is obliged to inspect each shipment of Product within 5 calendar days after (and not including) the date of Delivery (the "Inspection Period"). Purchaser is obliged to inform Sasma promptly after detection of a non-conformity or defect and in any event no later than the end of the Inspection Period in writing by describing the non-conformity or defect and the state that the relevant shipment of Product was in upon Delivery. Purchaser loses its right to claim under this Article 9.1 that the relevant shipment of Product does not conform to the Contract or is defective and Sasma shall, irrespective of the legal basis for a claim, not be liable, if Purchaser has not informed Sasma thereof: (i) within the Inspection Period or (ii) the moment Purchaser uses any part of the relevant shipment of Product or mixes, blends or combines any part of the relevant shipment of Product with other products or adds other products to the relevant shipment of Product, whichever of (i) or (ii) occurs sooner, provided, however, that in case of (ii) the loss of the right to claim shall be limited to the amount of the Product which has been used, mixed, blended or combined.

9.2 In the event of a defect and provided that a notice of defect is given as required under Article 9.1, Sasma's obligations shall be limited to the replacement of the relevant shipment of Product, or part thereof, or reimbursement of the purchase price paid for such shipment of Product, or relevant part thereof, all at Sasma's election. Purchaser is obliged to follow Sasma's instructions with respect to the storage and/or return and/or other disposition of the relevant shipment of Product, or part thereof, to be replaced, at Purchaser's cost and expense.

9.3 Any claim and/or defense of Purchaser, based upon facts that would justify the claim that the relevant shipment of Product delivered does not conform to the Contract or is defective, in whole or in part, expires 30 calendar days after the date of Delivery of the relevant shipment of Product.

Article 10 – Limitation of liability, Product Recall

10.1 If and to the extent that: (a) the delivered Product, or any part thereof, is defective as referred to in article 6:186 of the Dutch Civil Code or (b) in the event of the entry or movement of the delivered Product, normal use of the Product for the purpose for which it is intended causes damage, Sasma's liability shall, irrespective whether the legal basis for a claim is product liability as referred to in articles 6:186 up to and including 6:193 of the Dutch Civil Code, tort or otherwise, be limited to the damage and amount referred to in article 6:190 of the Dutch Civil Code.

10.2 If and to the extent that: (a) the delivered Product, or any part thereof, does not conform to the Contract other than as referred to in Article 10.1 and/or (b) claims are made by Purchaser or third parties that do not fall within the scope of Article 10.1, Sasma shall, irrespective of the legal basis for a claim, only be liable to compensate for damages up to an amount which is equal to the amount paid by Purchaser for that part of the shipment of the Product that caused the damage.

10.3 If and to the extent that the defect or non-conformity in respect of the Product, or any part thereof, that caused the damage did not exist on Delivery and/or (b) the defect or non-conformity in respect of the Product, or any part thereof, is caused, in whole or in part, by the handling of the Product by Purchaser and/or third parties and/or other acts or omissions by Purchaser and/or third parties, Sasma shall not be liable, whether on the basis of Articles 10.1, 10.2 or otherwise.

10.4 Sasma shall, irrespective of the legal basis for a claim, never be liable for consequential losses or damages, whether suffered directly or indirectly, including but not limited to: loss of profits, loss of revenue, loss of data, incurred losses, costs and expenses, loss of contracts, loss of savings, non-recouped investments, costs of performing product recall measures and/or product recalls, or losses caused by disruption or stoppage of the production and/or the business.

10.5 Sasma shall, irrespective of the legal basis for a claim, not be liable for damages and losses caused by gross negligence or willful intent of its employees and/or agents and/or third parties for whom Sasma is responsible by law.

10.6 Sasma shall, irrespective of the legal basis for a claim, not be liable for any health claims made in respect of the Product delivered.

10.7 The limitations of liability referred to in Articles 10.1 and 10.2 do not apply, if and to the extent that Sasma's liability for damages is insured under any of Sasma's insurance policies and the relevant insurer pays out. In that case Sasma shall only be liable to compensate for any damages to the extent such damages are covered by the insurance policy concerned in the matter concerned. Sasma is not obliged to exercise its rights under any of its insurance policies. For the avoidance of doubt, the provisions of Articles 10.3, 10.4, 10.5, 10.6, 10.9 and 10.10 shall remain in full force and effect.

10.8 Sasma stipulates all legal and contractual defenses that it can invoke in respect of its liability towards Purchaser also for the benefit of all persons or legal entities involved in the performance of the Contract.

10.9 Sasma may sub-contract, involve and instruct any third party to carry out Sasma's obligations under the Contract and may invoke any limitations of liability of these third parties against Purchaser.

10.10 The limitations of liability referred to in Articles 10.1 up to and including 10.9 shall not affect liability based on mandatory applicable law. Sasma shall not invoke the limitation or exclusion of its liability in the event of willful recklessness or willful intent on the part of Sasma or employees belonging to Sasma's management.

10.11 Each party is obliged to cooperate upon the request of a competent authority to take and perform appropriate recall measures in respect of the Product, whereby the performance of a recall (meaning the taking back of the delivered Product) shall occur in the last instance and perform any recall measures so demanded. Purchaser is also obliged to cooperate upon Sasma's request to take recall measures and to perform the recall measures demanded by Sasma. Sasma may request a recall of the relevant Product in the event that: (a) there is a reasonable basis for food safety or labeling concerns relating to the Product delivered to Purchaser pursuant to a Contract or as a result of other conditions mandated by relevant applicable laws, rules or regulations, including EU regulations and directives, or (b) there is a reasonable basis to believe that the Product does not meet applicable food safety, health safety, hygiene, labeling or other relevant laws, rules or regulations, including EU regulations and directives, or (c) Sasma, in its discretion, decides that the performance of recall measures is necessary.

10.12 The nature and urgency of any recall will be determined by the parties jointly, or, as the case may be, the relevant competent authority, whereby each party shall use its best efforts to mitigate any damage and costs to be suffered or incurred as a result of or in connection with the performance of a recall or recall measures as much as is reasonably possible.

10.13 Once the decision to recall the delivered Product has been taken, the recall will be coordinated by Sasma. Each party shall bear the cost of performance of the recall or recall measures with respect to the use of its own personnel and assets. Article 9.2 applies equally.

Article 11 – Termination, Rescission and Force Majeure

11.1 If: (a) Purchaser fails to comply with any of its obligations under the Contract, or (b) an application for a (preliminary) suspension of payments is made by Purchaser or granted to Purchaser, or (c) any arrangements

with Purchaser's creditors are made, and/or (d) an application for bankruptcy is filed with regard to Purchaser or Purchaser is declared bankrupt, Sasma is entitled to terminate the Contract with immediate effect or to rescind the Contract, in whole or in part, or to suspend the (further) performance of its obligations under the Contract, all such without prejudice to any other rights or remedies Sasma may have and without any compensation being due by Sasma.

11.2 If Sasma terminates or rescinds the Contract in accordance with Article 11.1, without prejudice to any other rights or remedies Sasma may have, any and all claims of Sasma may have vis-à-vis Purchaser shall become immediately due and payable.

11.3 If: (a) a party cannot properly perform its obligations, in whole or in part, for a continuous period of 8 weeks or longer as a result of one or more circumstances which are beyond that party's reasonable control and which are listed in Article 11.4, or (b) a party cannot properly perform its obligations, in whole or in part, as a result of one or more circumstances which are beyond that party's reasonable control and which render the performance of one or more of its obligations by this party immediately impossible, this party shall not be liable towards the other party for its failure to comply with its obligations under the Contract, any default occurring as a consequence thereof or any delay in the performance of the Contract, and each party is entitled to rescind the Contract, in whole or in part, or to terminate the Contract with immediate effect, without any compensation being due by the affected party.

11.4 Force majeure is limited to the following circumstances which are regarded as being beyond the reasonable control of the party affected by force majeure: (i) crop failure of ingredients for the Product and/or the raw materials required for the production of the Product, whether in whole or in part, whether worldwide or in the country or countries of origin of the Product and/or the raw materials required for production of the Product, (ii) non-compliance with (non-branch conform) quality and/or, as the case may be, hygiene and/or, as the case may be, food safety requirements for the Product in the country or countries where the Product has to be processed and/or delivered, (iii) governmental regulations or orders which prohibit or restrict the use of the delivered Product or the Product to be delivered, (iv) shortage of raw materials and auxiliary materials for the production of the Product, (v) labor shortage, (vi) strikes or lock-outs, (vii) limitations/prohibitions of in- and/or export, (viii) transportation problems of transport undertakings engaged by Sasma, (ix) disruption in the production process of the Product, (x) nature-/nuclear disasters, war, danger of war, threats of war, terrorist activities and/or threats of terrorism, diseases, epidemics and (xi) calamities which cause Sasma's third party production facilities to stop producing and/or testing and/or packaging, such as but not limited to fire, lightning, damage by water, power failure or power shortage.

11.5 Each party shall notify the other party in writing forthwith of an event of force majeure and to what extent the party affected by force majeure will be able to continue to deliver or, as the case may be, accept Delivery of the Product. Sasma shall never be obliged to purchase additional Product and/or raw materials required for production of the Product from third parties in case of shortage. If the quantity of Product available with Sasma is not sufficient to deliver to all its customers, Sasma is entitled to allocate shipments in such a way which seems appropriate to Sasma.

Article 12 – Intellectual Property and Confidentiality

12.1 Purchaser is only permitted to use Sasma's trade names, logo's, patents, copyrights, trade marks and/or any other of Sasma's intellectual property rights if and to the extent specifically agreed in the Contract.

12.2 Each party undertakes that it will not at any time disclose any confidential information concerning the Contract or Contracts, any and all offers and orders, or concerning the business and affairs of the other party, for any other purpose than performing the Contract or Contracts, except: (a) to the extent required by applicable law, including but not limited to stock exchange rules, or by any competent authority but in that case only (where permitted by law) after consulting with the other party about the timing and content of such disclosure, (b) to its professional advisers subject to a duty of confidentiality and only to the extent necessary for any lawful purpose, and (c) to the extent that at the date hereof or hereafter such information is or shall become public knowledge, otherwise than through unlawful disclosure of which that party at the time of disclosure was or could reasonably have been aware that it was unlawful. In no event shall either party use the other party's confidential information for any purpose other than lawfully performing its obligations under the

Contract or Contracts. Confidential information shall comprise but not be limited to: price lists, customer data, know-how, Specifications and all other information received in any form by a party from the other party.

12.3 Sasma shall not be liable, irrespective of the legal basis of a claim, for the use or infringement of Purchaser's proprietary knowledge and/or Purchaser's intellectual property rights which are applicable to the Product, unless such liability has been agreed upon in writing before Delivery.

Article 13 – Applicable law, Competent Court or Arbitration

13.1 Dutch law shall be applicable to all legal relationships between Sasma and Purchaser, with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980).

13.2 The property law aspects, including but not limited to ownership and retention of title, with respect to the Product that is or is to be supplied, delivered and exported by means of international transport, whether by land, sea or air, shall be governed by Dutch law, with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980).

13.3 If Purchaser has its registered office within the European Union, the competent court in Rotterdam, the Netherlands has exclusive jurisdiction in first instance to settle all disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions.

13.4 If Purchaser has its registered office outside the European Union, all disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ("NAI"), as then in force.