

General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply between: (1) Agventure Exploitatie B.V. or one of its affiliated companies, established at Dreijenlaan 2, 6703 HA, Wageningen, the Netherlands (hereinafter **Solynta**), and (2) the legal entity that has concluded or wishes to conclude an agreement or purchase order with Solynta for the sale and purchase of Products (hereinafter **Buyer**).

Solynta is a company that develops and breeds hybrid potatoes from seeds. Solynta's innovative hybrid potato breeding technology creates sustainable solutions for global challenges. Buyer is a company that wishes to buy Products from Solynta such as seeds, plants, tubers and other forms of genetic material for the breeding of potatoes. Solynta is willing to sell and deliver the Products to Buyer.

1 Definitions

1.1 In these General Terms and Conditions:

- a) **Agreement** means an agreement for sale and purchase which is concluded between Solynta as seller and Buyer as buyer; the Agreement includes these Terms and may consist of one or more Orders.
- b) **Brands** mean all trademarks, logos and similar means of expression of Solynta or used by Solynta on the packaging of the Products, as well as all communications, displays and statements to distinguish Solynta and its Products from third parties.
- c) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the Netherlands.
- d) **Buyer** means any legal entity that has concluded an Agreement or Order with Solynta, or wishes to do so, as well as its legal successors.
- e) **VAT** means the sales tax levied by the government of The Netherlands.
- f) **Order** means a purchase order of Solynta Products.
- g) **Parties** means each of Solynta and Buyer.
- h) **Products** means seeds, plants, tubers and any other form of genetic material of Solynta potato varieties purchased or to be purchased by Buyer and which are the subject of an Agreement and/or an order confirmation.
- i) **Solynta** means Agventure Exploitatie B.V. and its affiliated companies (all doing business under the company name Solynta).
- j) **Solynta Premises** means Wageningen, The Netherlands or such other Solynta location as specified in the Agreement.
- k) **Suspension** means *opshorting* under Dutch law.
- l) **Termination** means *opzegging* under Dutch law.
- m) **Force Majeure Event** has the meaning given to it in Article 6:75 of the Dutch Civil Code and includes all circumstances for which Solynta cannot be blamed nor held accountable for by law, a legal act or generally accepted standards, as well as the circumstances set out in article 14.2 of these Terms.
- n) **Terms** means these General Terms and Conditions of Sale.

2 Applicability

2.1 These Terms are applicable to all quotations, offers, Orders and Agreements between Solynta, acting as the seller, and a Buyer. Deviation from these Terms shall only be binding in the event that and in so far as this has been agreed upon in writing between Solynta and Buyer.

2.2 The general terms and conditions of Buyer or any other general terms and conditions used or referred to by Buyer, including but not limited to any terms and conditions printed on or referred to in Buyer's offer to purchase or Order, are expressly rejected and excluded.

2.3 Should any provision included in these Terms be found unenforceable by a competent court of law, then all other provisions shall remain enforceable.

3 Offers and Orders

3.1 All Orders must be placed by Buyer in the manner and form required by Solynta. Buyer must inform Solynta in writing at the time of

making its Order which (invoicing) data, specifications and documents are required for delivery of Products in the country where delivery will be made. These data, specifications and documents may include phytosanitary certificates, international certificates or other import documents.

3.2 All quotations and offers made by Solynta are non-binding and without obligation, and shall expire after five (5) Business Days, unless the quotation or offer stipulates a longer period for acceptance by Buyer.

3.3 An Order and Agreement is considered to have been concluded by written and full acceptance of Solynta's quotation or offer by Buyer, unless Solynta revokes the quotation or offer within three (3) days from receipt of such acceptance.

3.4 If Buyer accepts a quotation or offer with divergences of minor importance, such divergences shall not form part of the Order or Agreement and an Order and Agreement will be concluded in accordance with Solynta's quotation or offer.

3.5 If Buyer accepts Solynta's quotation or offer with divergences of a non-minor importance, then Solynta shall not be bound by it and no Order or Agreement will enter into effect, unless Solynta explicitly confirms otherwise to Buyer in writing. Once an Order is in place, Buyer may not cancel or Terminate the Order except with the express written consent of Solynta.

3.6 If Buyer cancels or Terminates an Order entirely or in part in accordance with article 3.5, then all costs incurred by Solynta and its affiliates up to and including the cancellation or Termination (including but not limited to the costs for Products ordered and those arising from obligations assumed for the execution of the Order) and the working hours reserved for the execution of the Order shall be invoiced to Buyer in their entirety. Buyer is obliged to pay this invoice within fourteen (14) days of the invoice date.

4 Packaging and Delivery

4.1 Solynta uses its own proprietary packaging for packing of all Products. Unless there is a separate written agreement between Solynta and Buyer permitting Buyer to repackage, Buyer is prohibited from repacking Products and Buyer is prohibited from removing or altering any Brands, label, batch number or other specifications on the Solynta proprietary packaging.

4.2 Repackaging of Products or changes to the original packaging without separate written agreement with Solynta shall result in the lapse of all warranty and other claims by Buyer and Solynta shall never be and cannot be held liable for any defects in or on the Products delivered, or for the delivery of the wrong Products, or divergences in quantity.

4.3 All references to Solynta product specifications are references to the most recent product specifications as published by Solynta from time to time.

4.4 Delivery of Products will take place FCA (Solynta Premises) Incoterms® (2020). The risk in the Products will pass to Buyer on delivery. Buyer is obliged to accept delivery at the time the Products are made available to it. If Buyer refuses to accept delivery or is negligent with regard to giving the information or instructions necessary for the delivery, then Solynta shall be entitled to store the Products at the expense and risk of Buyer and the latter shall indemnify Solynta against, and compensate Solynta for, all costs and damages resulting therefrom. Notwithstanding the foregoing, if the abovementioned storage leads to a loss of quality or decay of the Products after a reasonably storage period has expired, then Solynta shall be entitled to Terminate the Order, and Buyer shall be obliged to compensate Solynta for all costs and damages arising therefrom. Buyer shall not be entitled to any compensation.

4.5 The delivery date and delivery periods shall take into account the sowing or planting seasons. Any agreed delivery dates and delivery periods are indicative only and shall not be of the essence of the Order. Solynta will use commercially reasonable efforts to deliver the Products on the agreed delivery date and delivery periods. In case it is not possible

to deliver on the agreed date or in the agreed period, Solynta will inform Buyer thereof and will set a new date in consultation with Buyer. This constitutes Buyer's sole remedy in case of late delivery.

4.6 Solynta shall be entitled to deliver Products in instalments and to invoice each partial delivery separately. If Solynta is not able to deliver for whatever reason, Solynta shall be entitled, when possible, to deliver in proportion to the quantity ordered or to deliver similar alternatives or – if Buyer does not agree with the foregoing – to cancel the Order. This constitutes Buyer's sole remedy in case of no delivery.

4.7 Solynta will not be liable for any loss suffered by Buyer arising from any delay or failure to deliver the Products or any portion of the Products, or any failure to deliver in the requested quantities.

5 Inspection and Complaint Period

5.1 Upon receipt of the Products, Buyer must inspect the purchased Products as soon as possible and in any event within five (5) Business Days after delivery to verify whether:

- a) the correct Products have been delivered;
- b) the quantity of Products delivered is in accordance with the Order; and
- c) the Products delivered meet any other requirements explicitly agreed upon in the Order.

5.2 Buyer shall notify Solynta in writing within five (5) Business Days of the date of delivery of the Products of any complaints or issues in relation to the Products delivered, in the absence of which Buyer shall be deemed to have accepted the Products and the Products shall be deemed in compliance with the warranty given in article 9.2 of these Terms and any other requirements agreed on in the Order.

5.3 In the event Buyer has timely submitted substantive claims in accordance with article 5.2, this shall not release Buyer from its timely payment obligation, nor shall Buyer be allowed to invoke Suspension of payment.

5.4 Initial use by Buyer of any of the Products shall constitute acceptance.

5.5 Minor divergences, among others in quality, composition and characteristics, which are unavoidable from a technical point of view or which are generally accepted, can never constitute grounds for complaint.

5.6 Subject to the other stipulations of this article 5, delivered Products cannot be returned or changed by Buyer after opening the packaging.

5.7 If any of the Products shows a deficiency in respect of which a claim has been lodged in time in accordance with article 5.2, then Solynta shall either replace the defective Products free of charge or refund the amount paid by Buyer in relation to the defective Products, such at the sole discretion of Solynta. This constitutes the sole remedy of Buyer in case of defective Products. For the avoidance of doubt, Buyer shall not be entitled to any other compensation for damage or costs incurred. Article 7:17 of the Dutch Civil Code is excluded.

6 Harvesting and Processing Reservation

6.1 Solynta's performance of all offers, Orders, Agreements and deliveries is subject to the harvesting and processing reservation. If Solynta invokes this reservation, Solynta is not obliged to deliver the contracted Product, but Solynta will, if possible, endeavor to deliver the pro rata quantity ordered or an equivalent of the Product ordered.

6.2 Buyer is not entitled to damages or any other compensation if Solynta invokes the harvesting and processing reservation.

7 Prices and Payments

7.1 The prices of the Products and the identity of Products sold to Buyer are specified in the Agreement and/or the Order(s).

7.2 Solynta reserves the right to change its prices unilaterally and periodically. New prices will be communicated to Buyer and will replace previously offered prices.

7.3 The prices specified in an offer, Agreement or Order are in Euros and, unless otherwise specified, exclusive of any additional costs including, but not limited to, shipping costs, VAT, or equivalent tax duty.

7.4 Buyer must pay the VAT or any other tax duty, levy, tariff or charge in addition to and at the same time as payment of the price.

7.5 All invoices will be sent to Buyer. However, upon Buyer's request, the Parties may agree that certain individual Orders of Products may be invoiced to Buyer's relevant affiliate. In that case, Buyer accepts that it shall be jointly and severally liable (*hoofdelijk aansprakelijk*) for the timely payment of such invoices.

7.6 Payment must be received by Solynta within thirty (30) days after the invoice date, unless otherwise agreed in the Agreement or Order. If Buyer has not fulfilled the payment obligation after this thirty (30) day payment term, Buyer will automatically and without form notice, be in default (*verzuim*). Buyer will then owe Solynta interest at a rate of one (1) % a month, or the statutory interest for overdue payment in Buyer's country, whichever is higher, on the outstanding amount, as measured from the date of default. Any payment made by Buyer will first be credited against any interest owed.

7.7 In the event of multiple outstanding invoices, any payment made by Buyer shall be considered a payment of the oldest outstanding invoice first, unless explicitly otherwise specified in writing by Solynta. Buyer acknowledges and accepts Solynta's right to offset balances in any manner Solynta chooses.

7.8 Solynta reserves the right to require payment, or appropriate payment guarantees, prior to or upon delivery of the Products to Buyer.

7.9 If payment in installments has been agreed between the Parties, the entire remaining amount will immediately fall due without notice of default (*ingebrekestelling*) being required in the event of late payment of an installment.

7.10 Buyer may not delay any payments, or deduct any amount due under an invoice, without the prior written agreement of Solynta.

7.11 Buyer is not allowed to invoke Suspension of payment or settlement of claims without the prior written consent of Solynta.

7.12 If Buyer fails to fulfill one or more of its obligations under the Agreement or an Order, or fails to do so correctly or on time, then Solynta may:

- a) demand immediate payment of all invoices from Buyer in full; or
- b) immediately Suspend its obligations until payments have been made in full; or
- c) Terminate the Agreement and/or Order with Buyer with immediate effect and without any obligation to compensate Buyer in any way.

7.13 All costs of obtaining payment in and out of court will be the responsibility of Buyer, including interest due on these costs, if Buyer fails to perform one or more of its obligations under the Agreement or an Order.

8 Retention of Title

8.1 All Products delivered remain the property of Solynta until Buyer has fulfilled its corresponding payment obligations as described under article 7 of these Terms in relation to such Products in full.

8.2 Products delivered, which resort under the retention of title (*eigendomsvoorbehoud*) pursuant to article 8.1, will be stored by Buyer separately and identifiable as property of Solynta and may only be resold or used by Buyer within the framework of normal business operations. Upon Solynta's first request, Buyer shall have Solynta subrogated to Buyer's rights vis-à-vis Buyer's purchaser(s) until Buyer has completely paid for the Products. Buyer shall transfer such rights to Solynta. In so far as this is necessary, Solynta hereby accepts such transfer in advance.

8.3 Buyer shall not be permitted to use the Products that are still subject to the retention of title pursuant to article 8.1 as collateral, or to vest any other rights upon them, or to provide any power over them in any other way, without prejudice to the stipulations included in article 8.2.

8.4 In case of an attachment made by a third party on the Products delivered, Buyer shall be obliged to inform Solynta forthwith of such attachment in writing and to ensure that Solynta's retention of title is made known to the relevant third party.

9 Use and Warranty

9.1 Buyer acknowledges that the Products will solely be used for a single commercial cultivation or crop production and sale as further

specified in the Agreement or Order. In the event the Agreement or Order allows (re)sale of Products, Buyer shall inform its customers of these Terms and enforce these Terms in all its agreements with its customers.

9.2 Solynta warrants that the Products it delivers to Buyer shall have the identity that was confirmed in the Order.

9.3 Buyer acknowledges and agrees that Product descriptions or specifications or quality standards are provided to Buyer as a guidance and for information purposes only, and that Solynta does not warrant that the Products will have any specific characteristics. The product specifications will not apply as a warranty. Solynta does not warrant that the Products delivered will fulfill the purpose Buyer gives it. Buyer shall himself verify whether the Products delivered are suitable for the intended purpose and use, and whether they meet any requirements of Buyer.

9.4 If Solynta has specified a seed germination rate, then such rate is based on reproducible laboratory tests. Solynta cannot warrant the germination rate under Buyer's conditions.

9.5 Any and all warranties on the part of Solynta will lapse if Buyer processes the Products or has them processed, repackaged or uses or stores them incorrectly.

9.6 Buyer is aware and acknowledges that the Products delivered by Solynta are natural products and that the Products will be exposed to many external factors that Solynta cannot influence, including but not limited to climatic conditions (e.g. extreme rainfall, high temperatures or drought), mutation of resistances, et cetera. Therefore, Solynta cannot predict or warrant any features, characteristics or behavior of the Products.

9.7 Solynta does not warrant in any way that the use, sale, transfer, production or any other possible act involving the Products and/or the use, sale, transfer, production or any other possible act involving the goods arising from the Products does not infringe any intellectual property or other rights of third parties.

10 GMO Disclaimer

10.1 The Products are not Genetically Modified Organisms (GMO) and were not developed using techniques of recombinant DNA or targeted genome optimization. Seed production has been carried out in accordance with production rules in the country where production took place.

10.2 Buyer is aware and acknowledges that due to the ease with which Products could be contaminated with the pollen or other plant parts from third party GMO plant material, contamination with GMO plant material cannot be prevented. As a consequence, no warranty can be provided that the Products are free from any traces of GMO plant material.

11 Intellectual Property

11.1 All worldwide intellectual property rights, including but not limited to patents, plant breeder's rights, copyrights, trademarks, logos, Brands, trade names, and confidential know-how, related to Solynta or the Products shall remain the exclusive property of Solynta. Buyer shall not seek any intellectual property rights related protection in any country worldwide related to (any element) of Solynta or the Products or any goods arising from the Products without having obtained Solynta's prior written consent, which may be withheld at Solynta's sole discretion.

11.2 Except as expressly provided, nothing in the Agreement or Order shall transfer, assign, license or otherwise grant any party any right or interest in the other party's intellectual property rights.

11.3 Buyer specifically agrees not to:

- a) identify or otherwise gain access to any genetic information or other confidential information embodied in or related to the Products (collectively, **the Information**);
- b) use the Information for any purpose;
- c) disclose the Information for any purpose; and
- d) disclose the Information to any third party.

11.4 Buyer acknowledges and agrees that any parental line used in producing Products is the exclusive property of Solynta. Buyer intends to only purchase hybrid seeds.

11.5 Buyer agrees that the purchase of any Solynta hybrid seeds does not give Buyer any right or license to use the seeds for any purpose, including but not limited to breeding, research or seed production purposes.

11.6 Neither Buyer nor any third party that receives the Products from Buyer may use the Products in a direct or indirect way for breeding or research purposes of any kind or for propagation of multiplication of the Products or any plants grown from them.

11.7 Solynta's hybrid potato varieties are protected by plant breeder's rights and/or patents. Without Solynta's prior written consent, seeds, germplasm and plant material of the protected varieties may not be:

- a) used to produce or further propagate or multiply the variety;
- b) treated for propagation or multiplication;
- c) introduced into the market;
- d) commercialized further;
- e) exported;
- f) imported; or
- g) kept in stock for any of the above operations.

11.8 Any resale of the Products by Buyer is solely allowed under the relevant variety denomination and under the Brands, after having obtained Solynta's explicit written consent.

11.9 Solynta is entitled to access Buyer's premises, including the location where the delivered Products are or are cultivated, for examination and to verify Buyer's compliance with its obligations under the Agreement and the Order(s), including but not limited to the obligations under this article 11. Buyer shall unconditionally and at no cost co-operate with this investigation, answer Solynta's questions and disclose documents as reasonable requested by Solynta.

11.10 In case of inspections with regard to the delivered Products by any competent authority on behalf of Solynta, Buyer shall on first request provide access to his premises, crops and administration for that purpose.

11.11 If Buyer discovers a mutant in a protected variety, it will communicate such immediately to Solynta by e-mail and registered post, after which Buyer will provide Solynta on its request with a free sample of the mutant within two (2) months.

11.12 Buyer needs Solynta's prior written consent for the exploitation and/or use for purposes as described in article 11.7 and which are related to all (harvested) material of any mutant found by it.

11.13 If Solynta becomes involved in legal proceedings in connection with proprietary aspects concerning plant breeders' rights or other intellectual property aspects, Buyer shall be obliged to render all cooperation requested by Solynta at no cost to Solynta.

12 Liability

12.1 Solynta's liability under the Agreement and all Orders shall be explicitly and exclusively governed by these Terms, which will apply to the extent permitted by law.

12.2 Solynta shall not be liable for any damages, whether for negligence, breach of contract, tort, misrepresentation or otherwise, except in the case of intent (*opzet*), gross negligence (*bewuste roekeloosheid*) or fraud (*bedrog*) on the part of Solynta or persons in charge of Solynta's business.

12.3 Solynta shall not be liable for any indirect or consequential damages, such as, but not limited to loss of profit, lost savings, reputational damage and loss due to business interruption.

12.4 In no event shall Solynta's aggregate liability under the Agreement, whether for negligence, breach of contract, tort, misrepresentation or otherwise, exceed the amounts paid by Buyer under the Agreement.

12.5 In no event shall Solynta's aggregate liability under an Order, whether for negligence, breach of contract, tort, misrepresentation or otherwise, exceed the amounts paid by Buyer under that Order.

13 Indemnification

13.1 Buyer shall indemnify Solynta and its affiliates against all claims of third parties that are allegedly caused by or otherwise associated with any Products of Solynta, including, but not limited to, claims that have

been filed against Solynta in its capacity as producer of the Products based on any rule of product liability in any country. This indemnity does not apply in case of intent (*opzet*) or gross negligence (*bewuste roekeloosheid*) of Solynta and/or of persons in charge of its business.

13.2 Buyer shall be responsible for, and warrants that it will comply with, all laws and regulations applicable to its company and its business, including but not limited to regulations regarding food and consumer products safety. Buyer shall actively monitor applicable laws and regulations, and inform Solynta in writing of any relevant change(s) in applicable (local) laws and regulations that may be relevant for the Agreement or an Order. Buyer shall indemnify Solynta and its affiliates against any losses arising out of a breach of such applicable laws or regulations or a breach of any Buyer's obligations under this article 13.2.

14 Force Majeure Event

14.1 Solynta shall not be liable to fulfill any obligation under the Agreement or an Order if Solynta is obstructed therein as a consequence of any Force Majeure Event.

14.2 Apart from the relevant legal provisions and case law, Force Majeure Event shall include without limitation: flood, storm, drought, earthquake, or other natural disaster; epidemic or pandemic; acts of war, terrorism, cyber-attack or civil riots or threat or preparation of the same, sanctions, embargo or breaking off of diplomatic relations; strikes in the company of Solynta or of third parties; shortage of raw materials; late or non-performance by suppliers or (sub)contractors; delays in transportation; import or export activities; interruption or failure of utility service; equipment failure; loss of harvest; and diseases or plagues. Solynta shall also be entitled to invoke Force Majeure if the circumstance which impedes (further) fulfillment of the Agreement or Order occurs after Solynta should have fulfilled its commitment.

14.3 Solynta will inform Buyer as soon as possible if Solynta is unable to deliver or to deliver in time due to a Force Majeure Event.

14.4 During the period in which the Force Majeure Event continues, Solynta may Suspend its obligations from the Agreement and the Order(s).

14.5 If this period lasts longer than three (3) months, each of the Parties shall be entitled to Terminate the Agreement and the impacted Order(s) without any obligation to compensate any damage or benefit derived in respect of the other.

14.6 If Solynta has already partly fulfilled its obligations from the Agreement or an Order when the Force Majeure Event occurs or will be able to fulfill them, Solynta shall be entitled to separately invoice the part already fulfilled, or the part to be fulfilled respectively. Buyer shall pay such invoice as if it were a separate Agreement or Order.

15 Suspension and Termination

15.1 Solynta is entitled to Suspend fulfillment of its obligations or Terminate the Agreement or an Order entirely or in part if:

- a) Buyer fails to fulfill its obligations under the Agreement or Order or fails to do so in time or in full; or
- b) circumstances which give Solynta good reason to suspect that Buyer will not fulfill its obligations are brought to the attention of Solynta after conclusion of the Agreement or Order; or
- c) Buyer has been requested on or after conclusion of the Agreement or Order to pay an advance on the invoice amount or to provide security for the fulfillment of its obligations under the Agreement or Order and fails to do so.

15.2 Furthermore, Solynta is entitled to Terminate the Agreement or an Order entirely or in part if:

- a) owing to a delay on the part of Buyer, Solynta can no longer fulfill the Agreement on the originally agreed conditions;
- b) circumstances occur which are of such nature that fulfillment of the Agreement or Order is not possible or if other circumstances occur which are of such nature that unmodified maintenance of the Agreement or Order cannot reasonably be required from Solynta.

15.3 If the Agreement or an Order is Terminated, all amounts owed to Solynta by Buyer shall become immediately due and payable and Buyer shall undertake to compensate Solynta for any direct and indirect

damages suffered and to be suffered by Solynta and its affiliates and to pay any costs incurred by Solynta and its affiliates, unless the Termination took place pursuant to article 14 due to a Force Majeure Event affecting Solynta. If Solynta Suspends fulfillment of its obligations, it will retain its statutory entitlements as well as its entitlements under the Agreement and all Orders.

15.4 If Solynta proceeds to Suspension or Termination, Solynta shall not be liable in any way to compensate Buyer for any direct or indirect damage, or to pay Buyer any costs that may have been caused by it or arisen from it.

15.5 In case of winding-up, (an application for) a moratorium or bankruptcy, attachment at the expense of Buyer, debt restructuring or another circumstance due to which Buyer can no longer dispose freely of its property, Solynta shall be free to Terminate the Agreement or one or more Orders forthwith and with immediate effect or cancel the Order or Agreement, without prejudice to its right to claim compensation of damages, and without any obligation on Solynta's part to pay any compensation. Any amounts owed to Solynta by Buyer shall become immediately due and payable.

15.6 On Termination of the Agreement and all Orders, upon first request of Solynta Buyer shall return to Solynta all Products already delivered but not paid for, without creating any costs for Solynta. Furthermore, Solynta may order the immediate surrender of the Products by the person who possesses them. All risk with regard to the Products shall continue to be for the account of Buyer, until the moment the Products are under the control of Solynta and have been inspected and approved by Solynta.

15.7 The parties waive the right to rescind (*ontbinden*) the Agreement or any Orders. Article 6:265 of the Dutch Civil Code is excluded.

16 Transfer

16.1 Buyer is not entitled to assign or transfer its rights and obligations under the Agreement or any Orders, either in whole or in part, without prior written consent of Solynta. Any transfer or assignment in breach of this article 16.1 shall be without property law effect (*goederenrechtelijk effect*).

16.2 Solynta is entitled to assign or transfer its rights and obligations under the Agreement or any Orders, either in whole or in part, to another company, whether or not affiliated to it. If this situation arises, Buyer hereby agrees that it will co-operate with such transfer.

17 Amendments to the Terms

17.1 Solynta is entitled to amend these Terms. Such amendments will take effect at the announced time of entry into force. Solynta will publish the latest version of these Terms on its website as soon as possible after amendment. If no time of entry into force has been communicated, then amendments in respect of Buyer shall take effect as soon as the amendment has been communicated or becomes known to Buyer. Following the coming into force of the amended Terms, the amended Terms will be applicable to all new Orders.

18 Settlement of Disputes and Applicable Law

18.1 Dutch law applies exclusively to the Agreement and to all quotations, offers, and Orders, as well as to all non-contractual commitments arising therefrom. Any agreement referred to in these Terms will be deemed to have been made in the Netherlands.

18.2 All disputes related to, arising from and/or regarding the interpretation and/or execution of the Agreement and all Orders will be exclusively submitted to the District Court of Amsterdam, the Netherlands.

18.3 Applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is hereby explicitly excluded.

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