

## GENERAL PURCHASING TERMS AND CONDITIONS OF SELECTA HOLLAND B.V.

These general purchasing terms and conditions are applied by Selecta Holland B.V. (hereinafter: "Selecta"), established in Maasland, the Netherlands, and registered with the Dutch Chamber of Commerce under number 27225515.

### Section 1 Definitions

(1) The terms starting with capital letters are deemed to mean the following for the purpose of these general purchasing terms and conditions:

<b>Contract</b>	the Written agreement between Selecta and the Vendor concerning the sale and/or delivery of Goods
<b>Goods</b>	movable items that are sold and delivered by the Vendor
<b>Intellectual Property Rights</b>	all full global intellectual property and similar related rights in the broadest sense of the term, which are deemed to include, in particular – but not exclusively – (1) patents, (2) trademarks, (3) trading name rights, (4) copyrights, (5) database rights, (6) design rights, (7) trade secrets, (8) know-how and (9) domain names, (or entitlement to same), as well as any future intellectual property rights and applications to acquire the aforementioned or similar rights
<b>International Order</b>	an order from outside the European Economic Area
<b>Lead Time</b>	the delivery date or delivery period
<b>PT&amp;C</b>	these general purchasing terms and conditions
<b>Vendor</b>	a business partner and supplier of Selecta or a party with whom Selecta considers to enter into a Contract in this respect
<b>Working Days</b>	Monday to Friday
<b>Written / In Writing</b>	hand written, by e-mail, or other digital messaging means

### Section 2 Scope, form

(1) These General Purchasing Terms and Conditions (PT&C) apply to all business relationships between Selecta and Selecta's Vendors. The PT&C only apply if the Vendor is a company, a juridical person under public law or a public-law special asset.

(2) The PT&C apply to all (request and calls for) quotations, orders and (negotiations regarding) Contracts issued or received by or entered into with Selecta in whatsoever form they occur, deliveries and other supplies of Goods to Selecta in any form whatsoever and irrespective of whether the Vendor itself manufactures the Goods or purchases them from manufacturers or suppliers, any other performances by the Vendor for Selecta, as well as any act (legal or otherwise) that is performed for the purposes of the foregoing. The PT&C are an integral part of all Contracts Selecta concludes with its vendors regarding the Goods offered by them and apply to all future contracts regarding the sale and/or delivery of Goods, even if they are not purchased again separately.

(3) These PT&C exclusively shall apply. The application of any general terms and conditions other than these PT&C by the Vendor or any third parties, howsoever such other general terms and conditions may be called and whatsoever form they may take, is explicitly precluded. Different, contradictory or supplemental general terms and conditions of the Vendor or of third parties shall become a component of the Contract only and insofar as Selecta has expressly consented to them In Writing. This requirement for consent shall apply in any case.

(4) Selecta is entitled to amend or alter these PT&C unilaterally by giving the Vendor Written notice to this effect. Such an amendment shall come into effect in relation to the Vendor as soon as the latter is notified of it, with a minimum of 10 Working Days. In the event that the Vendor cannot consent to the amended PT&C, it shall be required to give Written notice of this within 5 Working Days. In the latter case Selecta shall be entitled to refrain from entering into any further Contracts with the Vendor.

(5) Individual Contracts entered into with the Vendor in individual cases (including subsidiary agreements, supplementary information and amendments) shall in any case have preference over these PT&C.

(6) Legally relevant declarations and notices by the Vendor in respect of the Contract (e.g. deadlines, warning, withdrawal) must be submitted In Writing.

(7) If any provision of these PT&C is declared null and void or invalid, such a declaration shall not affect the other provisions. With respect to the provision declared null and void or invalid, Selecta shall negotiate with the Vendor in good faith to agree on a new provision, which reflects both our intentions as much as possible.

### Section 3 Conclusion of Contract

(1) Offers or quotations made by the Vendor to us are deemed to be valid for at least 6 months after their date, unless agreed otherwise In Writing. The offers are deemed to be an irrevocable offer by the Vendor. The costs associated with the offer and those of any necessary samples are to be borne by the Vendor.

(2) The Vendor is at all times obliged to inform us of (upcoming) price reductions, even before a Contract has been concluded.

(3) The prices mentioned in the offer shall be fixed and expressed in euros (€), exclusive of VAT, unless expressly agreed otherwise In Writing, and are deemed to pertain to all costs that are necessary to deliver the Goods at the place of delivery, excluding any turnover tax owed, unless expressly agreed otherwise In Writing.

(4) The Contract is concluded when Selecta accepts a Written offer made by the Vendor by issuing a Written order. However, if Selecta's order is sent after the end of the period as stated under S. 3.1. or if the order deviates from the offer other than in a minor way, then the Contract is concluded in accordance with Selecta's order, unless the Vendor rejects Selecta's order within 10 Working Days In Writing.

(5) The Vendor shall advise Selecta of obvious errors (e.g. spelling mistakes and calculation errors) in the order and if the order, including the order documentation, is incomplete so they can be corrected or completed; otherwise the Contract shall be deemed to be void.

(6) If the Vendor has made no offer or has made a verbal offer, the Contract is concluded when the Vendor accepts) Selecta's Written order by confirming the order In Writing within 5 Working Days. Late acceptance or acceptance that deviates from Selecta's order shall be deemed as a new offer and shall require Written acceptance by Selecta.

(7) Selecta is entitled to amend its order or orders after the Contract has been concluded, as long as Selecta makes its wish to do so known to the Vendor In Writing within a reasonable period after the contract is concluded. An amendment executed unilaterally by the Vendor, followed by a delivery, is not deemed to be a delivery in accordance with the order.

### Section 4 Lead Time and late delivery

(1) The Lead Time stated by Selecta in the order is binding and constitutes a final deadline. Early deliveries are only permitted after separate Written agreement. If the Lead Time is not stated in the order and has not been agreed otherwise, it shall be 10 Working Days from conclusion of the Contract. Receipt of the Goods at the delivery address stated by Selecta during business hours shall be applicable for timeliness of the delivery.

(2) The Vendor shall immediately inform Selecta In Writing if it is unable to comply with agreed Lead Times – whatever the reason – or if it can reasonably foresee that it will not be capable to comply with the agreed Lead Times. This notification shall state the cause and estimated duration of the delay. This notification shall not prevent the start of the default.

(3) If the Vendor does not provide its work and services or not within the Lead Time, the Vendor is in default without further notice of default, other than in those circumstances that qualify as *force majeure* (S.12) as referred to in article 6:75 of the Dutch Civil Code [*Burgerlijk Wetboek*].

(4) If the Vendor is in default, Selecta's rights – notably the right to withdraw and the right to claim compensation – shall be determined according to the statutory provisions. The conditions of S. 4.5 shall remain unaffected.

(5) If the Vendor is in default, Selecta can demand a general reimbursement of its default damages of 1 % of the agreed net price per full calendar week – in addition to other statutory claims – but not more than 5 % of the net price for the Goods delivered late. Selecta reserves the right to claim its full damages and/or performance of the Contract and/or to institute any other available claim(s).

(6) The unreserved acceptance of a late (partial) delivery does not represent a waiver by Selecta to the rights or claims resulting from late (partial) delivery (S. 4.4 & 4.5).

### Section 5 Performance, delivery, transfer of risk, delayed acceptance

(1) The Vendor shall bear the procurement risk for its services unless agreed otherwise In Writing in the specific case (e.g. limited stocks).

(2) The Vendor ensures satisfactory packaging of the Goods as is customary for the sorts of Goods concerned and/or as specifically prescribed by Selecta. The Goods must be properly packaged and secured and shipped in such a way that they reach their destination in good condition without the risk of breakage or damaging during transport.

(3) All costs of packaging, storage, delivery, and provision of the required documentation related to the Contract or performance thereof are to be borne by the Supplier.

(4) The Vendor is obliged to deliver the Goods in the agreed form, quantity, quality, and in accordance with the agreed Lead Times (S. 4). Delivery shall be to the location stated in the order and at the agreed date and time, in accordance with the Incoterm DDP (Delivered Duty Paid). If the delivery address is not stated and there is no other agreement, delivery shall be to the premises of Selecta in Stuttgart. The respective delivery address is also the place of performance for the delivery and for any supplementary performance (debt to be discharged).

(5) The vendor shall enclose a delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity) and Selecta's order reference (date and number). If the delivery note is missing or the aforementioned delivery criteria are not met, the delivery is deemed to be incomplete and Selecta shall not be responsible for any resulting delays in processing and payment. A corresponding notice of dispatch with the same contents shall be sent to Selecta (by letter or e-mail) separately from the delivery note.

(6) The Vendor shall provide Selecta, in Written form and prior to or no later than at the time of delivery with all information, documentation, instructions, etc. that Selecta reasonably needs to make optimal use of and/or resell the Goods.

(7) For international orders, the Vendor shall enclose all documentation with the shipment of the Goods, which Selecta needs for technical customs purposes or in order to obtain benefits or to prove other facts connected with the purchase. The Vendor shall also promptly provide the information required for the "Intrastat Notification". In case of a container inspection by customs in the port of loading, the Vendor shall inform Selecta immediately after it gains knowledge about this inspection.

(8a) Upon request from Selecta, the Vendor shall issue and provide Selecta with a so-called supplier's declaration. In this supplier's declaration the Vendor shall confirm that the delivered Goods corresponds to the order and the specifications. As a minimum this must state the order number, the delivery number and the delivered quantity.

(8b) If a delivered Good contains substances that are harmful to the safety or health of persons or to the environment, the Vendor shall inform Selecta In Writing about this before the delivery and describe these in detail and explain what measures Selecta has to take with regard to storage, treatment and use of the Goods.

(8c) The Vendor shall also inform Selecta In Writing before the delivery if deliveries contain perishable Goods or Goods with a limited useful life and which circumstances may lead to the useful life being impaired.

(9) The risk of possible loss and possible deterioration of the Goods shall pass to Selecta upon the hand-over at the place of delivery. Insofar as acceptance has been agreed, it shall be authoritative for the passing of risk.

(10) The Vendor is not authorised to make partial deliveries without Selecta's prior Written consent.

### Section 6 Prices and payment conditions

(1) The price stated in the Contract is binding.. The Vendor shall send Selecta the invoice within 2 Working Days after the shipment date by e-mail. The invoice shall at least state the job number, order number, cost center and project number. Invoices that do not fulfil these requirements will not be processed and will be sent back.

(2) Unless agreed otherwise in a specific case, the price shall include all services and ancillary services from the Vendor (e.g. assembly, installation) and all additional costs (e.g. correct packaging, transport costs including any transport and liability insurance customs and customs clearance fees). If exceptionally the price of packaging is not included according to the respective

Contract and the remuneration for the – not loaned – packaging is not expressly stated, this shall be charged at the documented cost price. At Selecta's request, the Vendor shall take back and dispose of the packaging at its own cost.

(3a) Selecta shall pay the Vendor's invoice within 30 calendar days from complete delivery and service (including any agreed acceptance) and receipt of a correct invoice.

(3b) If Selecta pays within 14 calendar days, the Vendor shall grant Selecta a discount of 3 % on the net invoice amount. Selecta also reserves the right to deduct a discount if it offsets or withholds payments due to defects. Payment by bank transfer is made on time if Selecta's payment instruction is received by its bank before the payment deadline; Selecta is not responsible for delays caused by the banks involved in the payment.

(4) Payment releases Selecta from any obligation resulting from the respective Contract, and the Vendor may not deem said payment to be a payment of any other amount that the Vendor claims to be owed by Selecta.

(5) Payment does not entail acceptance of the Products and does not affect Selecta's right to full compliance with the Contract.

(6) We reserve the right of offset, as well as the defence of breach of contract to the statutory extent. In particular, we reserve the right to withhold due payments as long as we are still entitled to claims from incomplete or defective Goods and/or services from the Vendor.

(7) Price increases must be advised In Writing with 3 months' notice to the start of their application. Selecta must confirm the new prices In Writing before they enter into force.

(8) The Vendor is not authorised to charge small and lower-quantity surcharges.

(9) If Selecta does not fulfil its payment obligations in a timely fashion, Selecta shall not be obliged to do more than pay compensation for the amount of an interest of 5%, which Selecta shall not owe until after it has received a reminder with a reasonable deadline In Writing from the Vendor to fulfil its obligations.

### Section 7 Ownership protection, Intellectual Property Rights, and other rights

(1) Selecta shall retain ownership to all orders placed by Selecta, jobs, as well as photos and/or pictures, drawings, illustrations, designs, samples, calculations, descriptions, and/or other documents provided to the Vendor in the framework of performance of the Contract. The Vendor explicitly acknowledges and accepts that all Intellectual Property Rights are owned by Selecta. The Vendor shall not disclose them to third parties or use or reproduce them without Selecta's express Written consent. At Selecta's choice, they shall either be returned to Selecta Klemm in full or destroyed at Selecta's own costs if they are no longer needed for normal business or if negotiations do not lead to a contract being concluded. Copies made of these by the Vendor shall be destroyed in this case; only the retention within the framework of the statutory duties of retention and the storage of data for backup purposes as part of normal data security are excluded from this.

(2) Ownership of and the rights, including user's rights to the Goods delivered by the Vendor, transfer from the Vendor to Selecta after Selecta's acceptance, unless agreed otherwise In Writing.

(3) The Vendor Guarantees that the Goods it has manufactured, sold and/or delivered or will sell to Selecta do not infringe upon any intellectual Property Rights or other rights of third parties. The Vendor shall indemnify Selecta against any claims by third parties in this regard and compensate all of Selecta's costs in connection with these claims, including but not limited to the full costs of legal assistance (including the costs of a lawyer, bailiff and/or other third parties) and damages suffered, including damages for any recalls.

(4) If Selecta is held liable by third parties for an alleged infringement of Intellectual Property Rights or other rights held by those third parties, Selecta has the right to return to the Vendor the Goods that it has received from the Vendor and to which the liability claim pertains. In that case the Vendor is obliged to pay Selecta back the full amount that it has already paid for the Goods referred to in the last sentence and pay any damages suffered by Selecta, within 10 Working Days after returning these Goods.

(5) Tools and models, which Selecta provides to the Vendor or which are made for contractual purposes and charged to Selecta separately by the Vendor, shall become and remain the property of Selecta. The Vendor shall mark them as the property of Selecta, safeguard them carefully, secure them to a reasonable extent against damage of all kinds and only use them for purposes of the Contract. The costs of their storage and repair shall be borne half each by the contractual partners – unless agreed otherwise In Writing. However, if these costs are due to defects to the objects manufactured by the Vendor or due to incorrect use by the Vendor, its employees or other vicarious agents, they shall be borne solely by the Vendor. The Vendor shall immediately advise Selecta of all damage to these tools and models that is not merely insignificant. At the choice of Selecta, it shall return them to Selecta in a good condition or destroy them at its own cost if they are no longer needed by it for fulfilment of the Contract.

(6) Reservations of title made by the Vendor are not accepted. Selecta hereby expressly rejects any such reservations and the Vendor hereby expressly accepts this rejection..

### Section 8 Confidentiality

(1) The Vendor shall maintain confidentiality with regard to the existence, content and conditions of the order and all information and documents provided to it for this purpose and make nothing public in that regard without Selecta's prior Written permission.

(2) The Vendor shall only use, copy or store the information referred to in S. 8.1 to implement the order. After responding to queries or after settling orders, it shall return them to Selecta in full or destroy them at its own cost at its discretion.

(3) The Vendor may not refer to the business relationship in advertising material, brochures, etc. without Selecta's prior Written consent and may not exhibit delivery objects manufactured for Selecta.

(4) An act contrary to this S. 8 by any person working for the Vendor (including (sub)contractors) constitutes an act by the Vendor. Therefore, the Vendor shall impose these obligations on its employees and subcontractors to ensure that it will comply with this S. 8.

(5) If the Vendor breaches one of the obligations referred to in this S. 8, it will owe an immediately due and payable penalty of € 25,000 for each breach. This penalty can be claimed in addition to compensation pursuant to the statutory provisions.

### Section 9 Defective delivery

(1) The Vendor indemnifies Selecta against any claims by third parties to compensation for damages suffered as a result of or in connection with the performance of the Contract. Third parties include, but are not limited to, Selecta's customer (S. 10 notwithstanding) and/or any other party within the supply chain.

(2) Unless specified otherwise below, Selecta reserves its unrestricted right to claim damages in the event of material or legal defects to the Goods (including incorrect and short delivery, as well as incorrect assembly, defective assembly, operation or control instructions) and in the event of other breaches of rights.

(3) The Vendor shall be liable in particular for ensuring that the Goods have the agreed properties at transfer of risk. The product descriptions that are object of the respective Contract or which are included in the Contract in the same way as these PT&C – in particular as a result of a designation or reference in the order – are deemed to be the agreement in this case. Whether the product description comes from Selecta, from the Vendor or from the manufacturer is irrelevant.

(4) Selecta's duty of investigation is limited to defects, which are discovered during the goods-in inspection as part of the external observation, including of the delivery papers (e.g. transport damage, incorrect or short delivery) or from the random sampling during Selecta's quality control. If acceptance is agreed, there is no duty of investigation. Moreover, it depends on the extent to which an investigation is useful, taking into account the circumstances of the individual case. Selecta's duty of complaint for subsequently discovered defects shall remain unaffected. Irrespective of Selecta's duty of investigation, Selecta's complaint (notification of defect) is certainly immediate and prompt if it is sent within 10 Working Days of discovery or, if the defects are obvious, after delivery.

(5) Supplementary performance also includes removing the defective Goods and re-installation, provided that the Goods were installed into another object or fitted to another object according to their type and intended use; Selecta's statutory claim to reimbursement of corresponding costs shall remain unaffected. The costs incurred for testing shall be borne by the Vendor even if it is found that in fact there was no defect..

(6) The following shall apply irrespective of Selecta's statutory rights and the conditions in S. 9.5: If the Vendor does not fulfil its duty of supplementary performance – either by correcting the defect (repair) or by delivery of a non-defective good (replacement) at the choice of Selecta – within a reasonable period set by Selecta, Selecta can correct the defect itself or through a third party and demand reimbursement from the Vendor for the costs required for this, or demand a corresponding advance. If supplementary performance by the Vendor fails or is unreasonable for Selecta (e.g. because of the urgency, danger to operational safety or anticipated occurrence of unreasonable damage), a deadline does not have to be set; Selecta shall immediately inform the Vendor of such circumstances.

(7) Accepting or approving submitted patterns or samples does not mean Selecta waives its warranty claims.

(8) Moreover, if there is a material or legal defect, Selecta reserves the right to reduce the purchase price or to withdraw from the Contract. Additionally, Selecta is entitled to claim compensation and reimbursement of costs.

### Section 10 Manufacturer liability

(1) If the quality, condition, quantity, or delivery of the Goods delivered deviate from what was agreed and this deviation results in Selecta being obliged to pay damages to third parties, the Vendor shall be obliged to fully compensate Selecta.

(2) As part of the indemnification obligation, the Vendor shall reimburse all costs which are incurred from or in conjunction with a third-party claim, including recall campaigns implemented by Selecta, repairs, replacement, and/or destruction of the Goods in Question. The Vendor is obliged to keep records such that the data for a recall or to investigate the divergence in quality are easily accessible at all times. Selecta shall inform the Vendor – where possible and reasonable – of the content and scope of the recall measures and give the Vendor the opportunity to comment. Further statutory claims shall remain unaffected.

(3) At its own cost, the vendor shall purchase and maintain product liability insurance with a general sum insured of at least EUR 10 million per personal/material damage. Upon request at any time, the Vendor shall provide Selecta with a copy of the insurance policy and confirmation that the policy has been paid in full.

### Section 11 Force majeure

(1) If the Vendor is prevented from a timely delivery as a result of *force majeure* (article 6:75 of the Dutch Civil Code), the Vendor may suspend the fulfilment of its obligations under the Contract on condition that the Vendor informs Selecta accordingly In Writing within 24 hours after the circumstance that has created the *force majeure* has arisen, stating the cause of the *force majeure*.

(2) Disruptions to supplies and other performance disruptions suffered by subcontractors to the Vendor shall only be deemed to be *force majeure* if the subcontractor is prevented from providing the service owed by it as a result of an event according to S. 11.1. The Vendor shall inform Selecta of this accordingly In Writing within 24 hours after the circumstance that has created the *force majeure* of the subcontractor has arisen.

(3) If it is not possible for Selecta to accept the products as a result of *force majeure* or if acceptance of the ordered products is not economically reasonable because of unavoidable events, Selecta shall immediately inform the Vendor of this.

(4) The respective contractual party undertakes – inasmuch as this may reasonably be expected of it – to end any reason for the *force majeure*, or to cause it to be ended, as quickly as possible.

(5) In the event that adhering to the Contract for the period of the delays caused by the *force majeure* is unreasonable for one of the parties, it shall reserve the right to withdraw from the Contract or to terminate same completely or in part for good reason by means of a Written notice to the other contract party. Typically, adhering to the Contract is unreasonable at the latest if the *force majeure* lasts longer than 30 days or results in a considerable reduction.

(5) *Force majeure* includes, but is not restricted to, one of the contractual parties being faced with strikes organised by a recognised union, unrest, official orders from the government (including the local government), accidental production stoppages, epidemics, pandemics, or other unavoidable events.

(6) *Force majeure* does not encompass the failure of third parties to fulfil their obligations vis-à-vis the Vendor, unless such failure is caused by *force majeure*.

#### **Section 12 Expiration**

(1) The general expiration period for claims due to defects is 3 years from transfer of risk. If acceptance has been agreed, the expiration period shall commence upon acceptance. The 3-year expiration period shall also apply correspondingly to claims due to legal defects, whereby the statutory expiration period for claims from third parties shall remain unaffected; claims due to legal defects shall not expire as long as the third party can still assert the right – notably due to lack of expiration – against Selecta.

(2) The expiration period for warranty claims shall be suspended upon receipt of Selecta's Written notification of defect by the Vendor until the Vendor rejects Selecta's claims In Writing or declares the defect to be corrected or otherwise refuses to continue negotiations regarding Selecta's claims. In the case of replacement and repair, the warranty period as mentioned in S. 12.1 for replaced and repaired parts shall start again.

#### **Section 13 Duration and termination of Contracts**

(1) The duration of the Contract shall be specified in the respective Contract.

(2) Notice of termination must always be provided In Writing by registered letter.

(3) Selecta shall, however, without any obligation to pay compensation, without prejudice to the rights to which it is otherwise entitled and without a notice of default or judicial intervention being required, be entitled to rescind a Contract in whole or in part or suspend further execution of the Contract at any desired time with immediate effect through Written Notice if:

- a. the Vendor is declared insolvent/bankrupt;
- b. the liquidation/bankruptcy of the Vendor is requested or it itself files such a petition;
- c. a suspension of payments, whether or not provisional, is granted with regard to the Vendor;
- d. a debt rescheduling scheme is agreed upon with the creditors of the Vendor;
- e. the Vendor loses the power to freely dispose of its assets or a substantial part thereof, for example, through attachment;
- f. the Vendor takes steps to cease its business operations or an important part thereof, including but not limited to liquidation of the business or incorporating the business into a company that is to be established or already exists;
- g. a decision to dissolve the Vendor as a legal entity has been taken;
- h. the Vendor assigns its assets;
- i. the ownership or control (whether direct or indirect) of the Vendor changes, if the Vendor's capital structure changes or if a material change in management occurs that Selecta reasonably cannot accept;
- j. the Vendor does not or does not fully fulfil any obligation it has under the law, these PT&C or a Contract or acts contrary to these PT&C or a Contract.

#### **Section 14 Compliance**

(1) The Vendor shall comply with the statutory conditions applicable to it in conjunction with the contractual relationship. This refers in particular to anti-corruption and money laundering legislation as well as anti-trust, employment and environmental protection provisions.

(2) The Vendor shall ensure that the Goods supplied by it comply with all applicable requirements for sale in the European Union and in the European Economic Area as well as the safety and quality standards customary within the industry and applicable environmental standards. Upon request, it shall verify compliance with Selecta by submitting suitable documentation.

(3) The Vendor shall make reasonable efforts to ensure compliance by its subcontractors with the obligations applicable to the Vendor as specified in this S. 14.

#### **Section 15 Mixed contracts**

(1) If object of the contract is also the provision of services by the Vendor, the General Terms and Conditions for Services (T&CS) of Selecta shall also apply.

(2) The Vendor can view the respective current version of these on the homepage of Selecta's website ([www.selecta-one.com](http://www.selecta-one.com)).

#### **Section 16 Choice of law, place of jurisdiction and language**

(1) The law of the Netherlands shall apply to these PT&Cs and to the contractual relationship between Selecta and the Vendor. The applicability of the UN Convention on the International Sale of Goods (the "Vienna Convention") is expressly excluded.

(2) Disputes resulting from or otherwise connected to the Contract and/or these PT&C, including but not limited to disputes that are only deemed to be such by one of the contractual parties, shall be resolved as much as possible by consultation. Any dispute not resolved shall be brought before the competent civil court in Amsterdam, unless Selecta opts to take legal action against the Vendor before the competent court in any other state of business or at the place of performance of the delivery obligation.

(3) Even if these PT&Cs are translated into another language, the English version alone of these General Purchasing Terms and Conditions shall remain binding.