

## GENERAL TERMS AND CONDITIONS OF DULK HAASNOOT SEAFOOD BV

Version 2026

### Article 1: Definitions

In these General Terms and Conditions of Purchase, the following definitions apply:

“Dulk Haasnoot”	In these general terms and conditions, Dulk Haasnoot refers to Dulk Haasnoot Seafood B.V., located in Scheveningen {address: Vissershavenweg 27, 2583 DJ}, registered in the trade register under number 27085222.
“Customer”	In these general terms and conditions, Customer means the person to whom Dulk Haasnoot supplies its products or the person who has agreed this with Dulk Haasnoot, as well as the person who has given Dulk Haasnoot an order of a different nature.
“Agreement”	all agreements concluded by Dulk Haasnoot for the sale or delivery of Dulk Haasnoot- products, as well as any order placed by the Customer with Dulk Haasnoot, and all {legal} acts related to the above.
“Parties”	Dulk Haasnoot and/or the customer.
“Products”	Products and/or related services that Dulk Haasnoot delivers and/or performs to the Customer under the Agreement.
“Delivery”	Delivery shall in any case be deemed to have taken place at the moment the Products are placed on the load carriers for transport to the Customer.

### Article 2: Applicability of these Terms and Conditions

- 2.1 These general terms and conditions apply to all quotations and offers made by Dulk Haasnoot, to the Agreement, and to all other legal relationships between Dulk Haasnoot and the Customer. Deviations from these general terms and conditions are only valid if and insofar as they have been expressly agreed to in writing by Dulk Haasnoot.
- 2.2 Dulk Haasnoot is entitled at all times to amend and redraft the text of these general terms and conditions. In that case, the latest text of these general terms and conditions will always apply.
- 2.3 The applicability of any general terms and conditions that the Customer may use is explicitly rejected by Dulk Haasnoot.
- 2.4 Verbal agreements and/or commitments are only binding on Dulk Haasnoot if they have been confirmed in writing to the Customer by Dulk Haasnoot.
- 2.5 If one or more of the provisions in these general terms and conditions are null and void or are voided, the other provisions of these general terms and conditions will remain fully applicable. Dulk Haasnoot and the Customer will then consult with each other in order to agree on new provisions to replace the invalid or void provisions, taking into account, as far as possible, the purpose and meaning of the original provision.

### Article 3: Quotations and offers

- 3.1 All quotations and offers made by Dulk Haasnoot are without obligation unless a term for acceptance is specified in the quotation. The rates, services, and product specifications mentioned in the appendix(es) or other types of information carriers of Dulk Haasnoot are also without obligation. The services and rates stated in a quotation are not separately claimable.
- 3.2 Dulk Haasnoot reserves the right to revoke a quotation or offer. Dulk Haasnoot cannot be held liable if the other party can reasonably understand that the quotations or offers, or part thereof, contain an obvious mistake or error.
- 3.3 The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs incurred in the context of the agreement, including travel and accommodation, shipping, and administration costs, unless otherwise indicated.
- 3.4 If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, Dulk Haasnoot is not bound by it. In that case, the agreement will not be concluded in accordance with this deviating acceptance, unless Dulk Haasnoot indicates otherwise.
- 3.5 Offers or quotations do not automatically apply to future orders.

### Article 4: Formation

- 4.1 Order confirmations are provided for large deliveries and at the request of the Customer. For regular deliveries, the invoice serves as confirmation. Dulk Haasnoot reserves the right to also provide an order confirmation for other orders in the future.
- 4.2 If Dulk Haasnoot issues an order confirmation, its contents shall be deemed complete and correct unless the Customer objects to the order confirmation in writing within two (2) working days. Changes to the order confirmation shall only apply if they have been confirmed in writing by Dulk Haasnoot.
- 4.3 Any agreements, commitments, additions, and/or changes to the Agreement made after the order confirmation are only binding if they are agreed in writing by the Parties..

### Article 5: Conformity and quality

- 5.1 The Products delivered by Dulk Haasnoot are considered to be sound if, at the time of delivery, they comply with the specifications expressly agreed between Dulk Haasnoot and the Customer. Deviations customary in the industry are permitted in any case. At its request, the Customer will be given the opportunity to inspect the Products for soundness before they are offered for delivery.
- 5.2 The Customer must ensure that the Products it orders and/or has ordered and the accompanying documentation, packaging, labeling, and/or other information comply with all government regulations in the country of destination. The Customer is responsible for ensuring that the Products comply with the applicable laws and regulations (including



packaging and labeling requirements) in the broadest sense of the word for the end user.

- 5.3 Weight loss due to refrigeration or freezing is not considered a defect. If the Customer collects the Products to be delivered from Dulk Haasnoot itself, Dulk Haasnoot will, if desired, give the Customer the opportunity to weigh the Products at Dulk Haasnoot or to have them weighed in its presence. Complaints about weight loss will only be considered by Dulk Haasnoot if the weighing has taken place under the supervision of Dulk Haasnoot.

#### **Article 6: Price/payment**

- 6.1 All prices quoted by Dulk Haasnoot are in euros, excluding sales tax (VAT) and other government levies.
- 6.2 If Dulk Haasnoot has undertaken the packaging, loading, transport, shipment, unloading, or insurance of Products without an explicit price having been agreed in writing, it is entitled to charge the Customer the actual costs and/or the rates customary at Dulk Haasnoot.
- 6.3 The price that the Customer owes Dulk Haasnoot for the Products to be delivered will in all cases be determined on the basis of the unit price stated for the Products to be delivered in the price list that is in force at Dulk Haasnoot at the time of delivery. Dulk Haasnoot is entitled to adjust the price list. Price changes will be announced by Dulk Haasnoot at the earliest possible date, depending on market conditions.
- 6.4 Unless otherwise agreed, the Customer must pay the amount due in euros correctly and in full to Dulk Haasnoot's account number within thirty (30) days of the invoice date. In the event of late payment, the Customer will be in default without Dulk Haasnoot being required to give notice of default, and statutory commercial interest will be payable in accordance with Section 6:119a of the Dutch Civil Code, even if a payment arrangement has been agreed. In that case, all claims of Dulk Haasnoot against the Customer, regardless of whether Dulk Haasnoot has already invoiced them, will become immediately due and payable.
- 6.5 Dulk Haasnoot is entitled at any time to demand advance payment of an invoice amount or any other financial security before commencing or continuing with the performance of the Agreement. If the Customer has not complied with this requirement within fourteen (14) days, Dulk Haasnoot is entitled to terminate the Agreement without judicial intervention and without being liable for compensation.
- 6.6 All payments shall be made without any deduction or set-off.
- 6.7 The Customer is not entitled to suspend its payment obligation. Dulk Haasnoot has the right to suspend further performance of its obligations under Agreements in progress with the Customer until the Customer has fulfilled a due and payable claim.
- 6.8 The Customer shall owe Dulk Haasnoot all extrajudicial costs incurred by Dulk Haasnoot in connection with late and/or incomplete payment by the Customer to Dulk Haasnoot. The extrajudicial costs are set at a minimum of fifteen percent (15%) of the principal sum plus interest, with a minimum of €250. Payments made by the Customer shall first be used to settle all interest and costs owed and then to settle the longest outstanding invoices, even if the Customer states that the payment relates to a later invoice.
- 6.9 In the event that the Customer is declared bankrupt, applies for a moratorium on payments, decides to liquidate, is placed under guardianship, has its assets seized, dies, or otherwise

loses control of its assets, all amounts owed to Dulk Haasnoot, including the agreed interest, shall become immediately due and payable without any notice of default being required. Dulk Haasnoot shall then not be obliged to make any further deliveries to the Customer and shall be entitled to suspend any agreement concluded with the Customer or to terminate or dissolve it without judicial intervention, without prejudice to the Customer's obligation to pay compensation.

#### **Article 7: Delivery**

- 7.1 Dulk Haasnoot is authorized to make partial deliveries and, in connection therewith, to send partial invoices.
- 7.2 Dulk Haasnoot is entitled to deliver ten percent (10%) more or less than the agreed quantity.
- 7.3 Minor deviations in weight, quality, smell, color, taste, etc. of the Products sold do not constitute grounds for rejection.
- 7.4 The delivery times stated in the quotation, order confirmation, or otherwise are only indicative and can never be regarded as a strict deadline, unless expressly agreed otherwise. A slight exceeding of the delivery time therefore does not constitute a default on the part of Dulk Haasnoot and cannot therefore lead to any liability for damages on the part of Dulk Haasnoot. The Agreement cannot be terminated for the unfulfilled part thereof due to exceeding the delivery time, unless Dulk Haasnoot fails to deliver within a period of four (4) weeks notified in writing by the Customer after the expiry of the delivery time, except in cases of force majeure as further specified in Article 12.
- 7.5 Unless expressly agreed otherwise in writing, the Products shall be delivered by Dulk Haasnoot "ex works" as referred to in Incoterms 2020 of the International Chamber of Commerce in Paris ( ), or at least the most recent version of Incoterms at the time of concluding the Agreement, unless expressly agreed otherwise.
- 7.6 Unless otherwise agreed in writing between the Parties, the moment of Delivery shall in all cases be deemed to be the moment at which the Products are made available for transport to the Customer. In all cases, the Products shall be transported at the expense and risk of the Customer alone. Transport insurance shall only be provided at the express request of the Customer, and all costs involved shall be charged to the Customer.
- 7.7 The risk of loss or damage to the Products shall pass to the Buyer at the moment that Dulk Haasnoot offers the Products for delivery in accordance with the Agreement, even if the Buyer does not take delivery for any reason whatsoever.

#### **Article 8: Packaging**

- 8.1 Packaging or packaging materials that are eligible for reuse, such as crates and the like, remain the property of Dulk Haasnoot at all times and never become the property of the Customer and must be returned by the Customer to Dulk Haasnoot Immediately or within thirty (30) days of being made available. All costs associated with the return shipment shall be borne by the Customer, including sorting costs. If the Customer fails to do so, Dulk Haasnoot shall be entitled to charge the Customer for all costs associated with the replacement of the relevant material.
- 8.2 The Customer is obliged to return packaging or packaging material that is eligible for reuse to Dulk Haasnoot in a clean condition in accordance with applicable hygiene rules and



regulations.

#### Article 9: Retention of title

- 9.1 The Customer is obliged to store the Products delivered under retention of title under the correct conditions in accordance with Article 10.5 of the general terms and conditions with due care and as recognizable property of Dulk Haasnoot. The Customer may not transfer the Products (as security) to third parties and/or encumber them with a security right.
- 9.2 The Customer is obliged to adequately insure the Products against fire, explosion, and water damage, as well as against theft, for the duration of the retention of title, and to make the insurance policies available to Dulk Haasnoot for inspection upon first request.
- 9.3 If the Customer fails to fulfill its obligations towards Dulk Haasnoot or if Dulk Haasnoot has good reason to fear that the Customer will fail to fulfill those obligations, Dulk Haasnoot is entitled to take back the Products delivered under retention of title without prior notice, without prejudice to Dulk Haasnoot's right to compensation. The Customer is obliged to cooperate fully in this regard. After repossession, the Customer will be credited for the market value, which in no case will exceed the original purchase price, less the costs incurred in connection with the repossession, and without prejudice to all other rights accruing to the supplier in that case, including the right to set off any damage suffered by the supplier. Any costs incurred by the Customer in connection with the Products delivered by Dulk Haasnoot under retention of title and taken back by Dulk Haasnoot are at the Customer's own expense and risk and cannot (therefore) be passed on to Dulk Haasnoot.
- 9.4 If the Agreement is terminated by Dulk Haasnoot, the Customer must immediately make the Products available to Dulk Haasnoot. The Customer has no right of retention with regard to those Products and will not place a prejudgment attachment on the Products.

#### Article 10: Reclame en meldingen

- 10.1 The Customer must inspect the delivered Products and documents relating to the Products for completeness and soundness before, during, or as soon as possible after delivery.
- 10.2 Any complaints by the Customer about incorrect or incomplete performance of an Agreement must be submitted to Dulk Haasnoot in writing immediately, but no later than the day following the day on which the Products were delivered, accompanied by photographs and other applicable evidence of the Products in question, all this on pain of forfeiture of any right relating to a shortcoming.
- 10.3 If the Customer knows or has reason to believe that the Products may not be safe (e.g. within the meaning of Article 14 of Regulation (EU) 178/2002), the Customer shall immediately notify Dulk Haasnoot by email (info@dulkhaasnoot.nl) and by telephone (070-3549090), providing all relevant information about the danger, including the measures that the Customer intends to take or has already taken. All damage resulting from the failure to report a possible product safety incident in a timely manner shall be borne by the Customer.
- 10.4 A telephone report shall never be considered a complaint. The complaint must provide a clear and accurate description

of the shortcoming alleged by the Customer. Submitting a complaint does not release the Customer from its payment obligation. A complaint regarding the quantity, weight, packaging, or labeling of the goods delivered must be accompanied by the delivery note, delivery receipt, or delivery form from the relevant storage company, failing which the complaint will be invalid and will not be processed.

- 10.5 The Customer is obliged to store frozen Products at minus eighteen (-/ 18) degrees Celsius or colder and refrigerated Products between zero (0) and four (4) degrees, unless otherwise stipulated by the government, on pain of forfeiture of any right relating to a shortcoming in the absence of proof thereof.
- 10.6 Dulk Haasnoot is entitled to conduct its own Investigation into the nature, extent, and cause of an alleged shortcoming, in which case the Customer is obliged to cooperate fully, failing which the Customer will not be able to assert any claims against Dulk Haasnoot in respect of the alleged shortcomings.
- 10.7 If a complaint is considered justified by Dulk Haasnoot, Dulk Haasnoot will, at its own discretion, either replace the delivered Products or credit the purchase price paid by the Customer in connection with the delivered Products, in which case the Products in question must be made available to Dulk Haasnoot in their original and undamaged condition. Otherwise, Dulk Haasnoot is not obliged to compensate any damage, losses, and/or costs.
- 10.8 Defects in part of the delivery do not entitle the Customer to refuse the entire batch.
- 10.9 Notwithstanding the preceding paragraphs of this article, complaints will not be considered by Dulk Haasnoot if the delivered Products have been processed or modified or have been delivered to a third party.
- 10.10 Complaints or disputes of any nature whatsoever do not entitle the Customer to defer payment.

#### Article 11: Liability

- 11.1 Dulk Haasnoot's total liability towards a client for attributable failure(s) to perform the Agreement, unlawful acts, or any other cause shall in all cases be limited (cumulatively) to a maximum of the amount actually paid out by Dulk Haasnoot's liability insurer. If, for any reason whatsoever, no payment is made under the aforementioned insurance, this maximum is set at €40,000 in the event of personal injury and €20,000 in all other cases (including property damage and financial loss).
- 11.2 The compensation payable by Dulk Haasnoot for attributable failure(s) to perform the Agreement, unlawful acts, or any other reason shall in no case exceed the total (cumulative) amount of the invoice under the Agreement (excluding VAT) Dulk Haasnoot shall in no event be liable for:
- 11.3
- a) consequential damage or indirect damage suffered by the Customer or third parties (including, in any case, business damage, damage due to business interruption, loss of profit, loss of income, **loss** of use by the Buyer, damage to reputation, reduced goodwill, lost savings, damage caused by death or injury, costs related to (objecting to) administrative and/or criminal enforcement by authorities, recall(s), legal assistance, etc.);
  - b) damage incurred by the Customer or third parties as a result of an act or omission by subordinates and/or (independent) assistants or suppliers engaged by Dulk Haasnoot, including their employees;



- c) damage incurred by the Customer or third parties as a result of the provision of incorrect or incomplete documentation, or information by the Customer to Dulk Haasnoot, even if this information and/or documentation originates from third parties, or damage that is otherwise the result of instructions, an act or omission on the part of the Customer, its subordinates and/or (independent) assistants, or suppliers.
- 11.4 Dulk Haasnoot is not liable for damage if the Customer does not submit the complaints to Dulk Haasnoot in writing in a timely manner, i.e. within the period specified in Article 10, and Dulk Haasnoot, because the Customer has not made this notification, within the specified period, is limited in its ability to investigate the damage and the Products causing it.
- 11.5 The Customer's right to compensation shall in any case lapse as soon as the Customer has used, processed, or treated the Products delivered by Dulk Haasnoot.
- 11.6 All claims of the Customer and third parties lapse if they are not brought before the competent court or arbitrator within one (1) year after delivery of the Products to which the claim relates, failing which any right, including but not limited to the right to compensation and/or performance, lapses.
- 11.7 Dulk Haasnoot may oblige the Customer to withdraw from the market and/or recall from consumers (hereinafter referred to as a "recall action") any Products that the Customer has placed on the market and that are defective or at risk of becoming defective, within a reasonable period to be determined by Dulk Haasnoot. All costs associated with this shall be borne by the Customer, unless the cause of the recall action is the result of intent to cause damage or recklessness with the knowledge that damage is very likely to result on the part of the managers or the board of Dulk Haasnoot.
- 11.8 The Customer indemnifies Dulk Haasnoot against all claims from third parties (including but not limited to auxiliary persons and employees of the Customer and Dulk Haasnoot) arising from and/or related to the Agreement, except insofar as these claims are the result of intent to cause damage or recklessness with the knowledge that damage is highly likely to result on the part of the managers or board of Dulk Haasnoot.
- 11.9 The Customer is obliged to comply strictly with all obligations arising for the Customer from Regulation (EC) No. 178/2002 of the European Parliament and of the Council of January 28, 2002 (General Food Law) and Regulation (EC) No. 1924/2006 of the European Parliament and of the Council of December 20, 2006 (Nutrition and Health Claims Regulation), as well as all related and other applicable regulations. The Customer indemnifies Dulk Haasnoot against all claims from third parties, including government agencies, if and insofar as the Customer does not strictly comply with the aforementioned regulations.
- 11.10 The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these general terms and conditions, also apply in favor of all (legal) persons whom Dulk Haasnoot engages in the performance of the Agreement.
- 11.11 Dulk Haasnoot does not guarantee the usability, marketability, and/or suitability for any purpose of the delivered Products.

#### Article 12: Force majeure

- 12.1 Force majeure is understood to mean any event or circumstance beyond the control of the Parties that they cannot reasonably prevent, such as, but not limited to: power

- failures, interruptions, malfunctions or defects in the internet, (suspected) animal diseases, environmental pollution, natural disasters, mobilization, war, hostilities, uprisings, riots, calamities, strikes, industrial blockades, lack of raw materials, delayed delivery to Dulk Haasnoot of goods or services ordered from third parties, unforeseen problems encountered by Dulk Haasnoot in production or transport, withdrawal or non-renewal of necessary permits, certificates, licenses, etc., government measures (including but not limited to trade restrictions), diseases, pandemics, and/or epidemics (such as COVID-19).
- 12.2 Dulk Haasnoot is not obliged to fulfill any obligation if it is prevented from doing so as a result of force majeure, in which case Dulk Haasnoot will in no way be deemed to be in default and Dulk Haasnoot will not owe the Customer any compensation. The foregoing does not affect the obligation of the Parties to try as much as possible to prevent and avoid force majeure situations.
- 12.3 In the event of force majeure, the Parties are authorized, without judicial intervention, to suspend the performance of the Agreement for a period of no more than two (2) months.
- 12.4 If, at the time of the occurrence of force majeure, Dulk Haasnoot has already partially fulfilled its obligations, or can only partially fulfill its obligations, it shall be entitled to invoice the part already performed or performable separately.
- 12.5 Cases of force majeure invoked by Dulk Haasnoot's suppliers shall also apply to Dulk Haasnoot as a case of force majeure.

#### Article 13: Confidentiality

- 13.1 Dulk Haasnoot and the Customer shall ensure that all information they receive from each other and which they know or should know to be confidential in nature is kept secret, except where legally required to disclose it.
- 13.2 Except with the prior written consent of the other Party, the Parties shall not make the confidential information at their disposal available to third parties and shall only disclose it to their personnel to the extent necessary for the performance of the agreed services and shall impose the same confidentiality obligations on them.
- 13.3 After termination of the Agreement, the obligations under this article shall remain in force.

#### Article 14: Suspension and termination of the Agreement

- 14.1 Each of the Parties shall only be entitled to terminate the Agreement if one Party, after a proper and as detailed as possible written notice of default setting a reasonable period for remedying the shortcoming, attributable failure to fulfill essential obligations under the Agreement, unless otherwise agreed in these general terms and conditions. If, at the time of termination, the Customer has already received services in performance of the Agreement, it may only terminate the Agreement in part, and only for that part that has not yet been performed by Dulk Haasnoot. Amounts invoiced by Dulk Haasnoot prior to termination in connection with what it has already performed or delivered in execution of the Agreement remain due and payable in full and become immediately due and payable at the time of termination.
- 14.2 Dulk Haasnoot may terminate or dissolve the Agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, by giving written notice if: (1) the Customer fails to meet its payment

obligations punctually; **(2)** Dulk Haasnoot has good reason to fear that the Customer is or will be unable and/or unwilling to fulfill its obligations, **(3)** the Customer is declared bankrupt or its bankruptcy or (provisional or otherwise) suspension of payments has been requested or granted, proceeds to liquidate or cease its business, offers a composition, seizure of (part of) its assets is imposed or it proves to be insolvent in any way, **(4)** if, in the opinion of Dulk Haasnoot, there are significant changes in the direct or indirect ownership or control relationships at the Customer. In such a case, the Customer is obliged to compensate Dulk Haasnoot for the damage it has suffered and/or will suffer as a result. Dulk Haasnoot shall never be liable for any compensation as a result of this termination, while retaining all its rights to compensation for costs, damage, and interest.

14.3 In the event of termination by Dulk Haasnoot on the basis of Article 12.1 (force majeure), Dulk Haasnoot has the right to terminate the Agreement. Reference is also made to Articles 16.2, 17.2, and 18.2. In the event of termination or dissolution of the Agreement by Dulk Haasnoot, Dulk Haasnoot shall be entitled, at its discretion, to compensation for: **a)** any adverse difference between the contract price and the market value of the Products on the day of non-performance, or; **b)** the difference between the contract price and the price of the covering sale; all this without prejudice to Dulk Haasnoot's right to additional or substitute compensation.

14.4 Obligations which, by their nature, are intended to continue even after the termination or dissolution of the Agreement, shall remain in force. The termination or dissolution of an Agreement expressly does not release the Parties from the provisions of Article 1 (Definitions), Article 2 (Applicability), Article 11 (Liability), Article 13 (Confidentiality), Article 14 (Suspension and termination of the Agreement), Article 19 (Applicable law; competent court), Article 20 (Versions) of these general terms and conditions or other obligations under the Agreement which, by their nature, are deemed to continue.

#### **Article 15: Transfer and outsourcing**

15.1 Dulk Haasnoot reserves the right to have the Agreement performed in whole or in part by a third party without the prior consent of the Customer. In the event that Dulk Haasnoot has engaged a third party for the performance of the Agreement, these general terms and conditions of Dulk Haasnoot also serve to protect this third party against others of Dulk Haasnoot and these general terms and conditions may be invoked by this third party against parties other than Dulk Haasnoot.

15.2 The Customer is not entitled to transfer its rights and obligations under an Agreement to third parties without the prior written consent of Dulk Haasnoot.

15.3 Dulk Haasnoot is entitled to transfer the rights and obligations under the Agreement within the group of companies to which Dulk Haasnoot belongs.

#### **Article 16: Sanctions and export restrictions**

16.1 The Customer guarantees compliance with all applicable sanctions and restrictions laid down in and arising from all applicable sanctions and export control regulations (including but not limited to those of the Netherlands and/or the United States of America and/or the European Union and/or the

United Kingdom and/or the United Nations) in force at the time of the conclusion of the Agreement and during its execution.

16.2 Dulk Haasnoot is entitled to terminate the Agreement immediately if it knows or reasonably suspects that:

- a)** the Products are directly or indirectly intended for sanctioned parties, countries, or industries;
- b)** sanctioned parties are directly or indirectly involved in the financial transaction, or if the financial institutions involved in the transaction have serious doubts about this, as a result of which they do not authorize and/or execute the financial transaction;
- c)** there is any other deliberate circumvention of the objectives of the applicable sanctions and export regulations.

#### **Article 17: Anti-corruption**

17.1 The Customer guarantees compliance with all relevant and/or applicable anti-corruption legislation - including but not limited to the legislation of the Netherlands and/or the European Union and/or the United States of America and/or the United Kingdom and/or the United Nations and/or any other country relevant to the performance of the Agreement - in all its actions related to the performance of the Agreement.

17.2 Dulk Haasnoot is entitled to terminate the Agreement immediately if it reasonably suspects that the Customer and/or third parties engaged by the Customer are in breach of the regulations referred to in Article 17.1.

#### **Article 18: Unusual transactions**

18.1 The Customer accepts that Dulk Haasnoot will report unusual transactions to the competent authorities on the basis of applicable regulations for the prevention of money laundering and terrorist financing.

18.2 Dulk Haasnoot is entitled to terminate the Agreement immediately if it reasonably suspects that the Customer and/or third parties engaged by the Customer are in breach of the regulations referred to in Article 18.1.

#### **Article 19: Applicable law; competent court/arbitrator**

19.1 These general terms and conditions, as well as every offer, quotation, order confirmation, delivery, and Agreement to be concluded, are governed by the Vienna Sales Convention andplementary Dutch law.

19.2 All disputes (including those considered as such by only one of the parties) that may arise in connection with the Agreement or agreements arising from it between the Contractor and Dulk Haasnoot will be settled exclusively by (i) the competent court in Rotterdam, if the Customer is established in the European Economic Area ('EEA') or (ii) by means of NAI Arbitration (<https://www.nai-nl.org/nl/> in Rotterdam, the Netherlands, if the Customer is not statutorily established in the EEA. Notwithstanding the foregoing, Dulk Haasnoot shall always be free to have disputes as referred to above settled by the competent court in the country where the Products are located or - if they are in transit - will be located, or by the competent court in the country where Dulk Haasnoot's contracting party is established.

#### **Article 20: Versions**



20.1 The Dutch text of these general terms and conditions prevails over any translations thereof.

