

GENERAL TERMS AND CONDITIONS OF CONTRACT 2026

1. Definitions

In these General Terms and Conditions of Contract (hereinafter referred to as the "Terms and Conditions"), the following terms shall have the following meaning:

"Supplier": any supplier of Goods and/or Services under an Agreement;

"Customer": the party with whom the Supplier entered into an Agreement;

"Agreement": the specific written sales and/or service contract or acknowledgement of order, with appendices, between the Supplier and the Customer, including these Terms and Conditions, which form an integral part thereof;

"Services": any services like jobbing, erection, installation, commissioning, technical assistance, inspection, advice, repair, overhaul and/or maintenance that the Supplier has undertaken to provide, whether or not subsidiary to Delivery of Goods and regardless of their appellation;

"Goods": any goods the Supplier has undertaken to supply, including software and/or hardware, spare parts, certificates and/or documentation required for proper Performance;

"Acceptance Protocol": the document to be issued and signed by both parties, which shall constitute evidence that the Goods delivered and/or Services provided have been found to be in accordance with an Agreement;

"Delivery": the delivery of the Goods, as agreed between the parties in accordance with the Agreement;

"Performance": the provision of Services and/or the supply of Goods by the Supplier;

"Contract Price": the price to be paid to the Supplier in connection with the Delivery of Goods and/or provision of Services under the Agreement;

"Personnel": all personnel either directly or indirectly employed or hired by the Supplier, including representatives of the Supplier;

"Intent or Wilful Recklessness": intent or wilful recklessness (opzet of bewuste roekeloosheid) of the Supplier, its organs (organen van de vennootschap), its managers (leidinggevenden), and/or other managerial or executive employees (de leidinggevende

ondergeschikten), including the applicability of article 7:762 Dutch Civil Code ("DCC").

2. General

2.1 These Terms and the Agreement can be amended and supplemented only if such amendment or supplement has expressly been agreed upon as such in writing.

2.2 The Agreement replaces all prior oral and written agreements with respect to the subject matter of the Agreement.

2.3 Supplier's offers are without engagement.

2.4 The Agreement is conditional on obtaining of all relevant export licences.

2.5 The Supplier shall be entitled to subcontract or assign any part of its rights and obligations out of the Agreement.

2.6 Terms in these Terms and Conditions refer to Dutch legal concepts only (as in some cases referred to in the Dutch language between brackets in italics) and shall be interpreted accordingly. The use of these or similar terms in any other jurisdiction shall be disregarded.

3. Obligations of the Customer

The Customer warrants that the Supplier will be enabled to commence and effect Performance outside Supplier's works immediately upon arrival of Supplier's Goods or Personnel and without interruption or hindrance. For this purpose, the Customer shall, before the arrival of Supplier's Goods or Personnel, make all the arrangements necessary — whether or not expressly agreed upon — to ensure that the work can commence at the agreed date and can be carried out without interruption or hindrance.

3.1 Technical, Safety and Storage Assistance

3.1.1 In case the Performance takes place at the premises of the Customer, the Customer shall take all measures prescribed by law and/or any other reasonable measures necessary for the prevention of accidents at his premises. The Customer shall inform the Supplier at least 7 days before commencement of any work in writing of the valid safety precautions and shall ensure that his personnel responsible for safety matters is present during the times that Performance is to take place. The Supplier is entitled to refuse or suspend Performance if the safety of his Personnel is not sufficiently guaranteed.

3.1.2 In addition to article 3.1.1, the Customer shall, at no charge, provide the Supplier with all assistance the Supplier reasonably requires, such as — but not limited to — skilled and unskilled personnel, the necessary devices, implements and auxiliary means, in particular the tools for the assistant personnel and lift and hoisting

gear of sufficient capacity (including operating staff), scaffolding, etc., as well as cleaning, packing and lubricant materials. Furthermore, the Customer shall supply heating, lighting, water and electricity and their connections in sufficient capacity and quantity as well as welding gas and other working requirements in so far as these are not to be provided by the Supplier under the terms of the Agreement. The equipment made available by the Customer shall be safe and in perfect condition.

3.1.3 The Customer shall at all times bear responsibility for the storage of all Goods delivered, including Spare Parts and other materials, at least in a dry, closed and lockable room on the site or in its near vicinity, in accordance with normal practice and/or the instructions issued by the Supplier. Prior to the commencement of work or installation of these Goods, they shall be checked by the Customer, in order to make sure that the Goods are complete and undamaged. Goods lost or damaged during storage shall be replaced or repaired at the expense of the Customer.

3.2 Documentation

3.2.1 The Customer warrants that all documents and licences required in connection with the import and/or export of the Goods and/or the stay of Supplier's Personnel in the country and at the premises of the Customer shall be available at the time of arrival of the Goods and/or Personnel.

3.2.2 The Customer shall, at no charge, provide the Supplier timely with any information reasonably required in connection with the Agreement, such as — but not limited to — relevant technical documentation, logs, inspection reports and import licences.

3.2.3 The Customer shall keep any information received from the Supplier strictly confidential, and shall use such information solely for the proper performance of the Agreement. All information provided by the Supplier shall be returned by the Customer to the Supplier on Supplier's first request.

3.3 Intellectual property rights

3.3.1 All intellectual property rights, including but not limited to, all drawings, designs, (technical) documentation, building specifications, computer programs, as well as the carriers on which such rights are laid down (hereafter jointly: "I.P.-rights"), which come to the knowledge of the Customer during the contract, will at all times remain vested in and the property of the Supplier and will be returned to the Supplier upon first request or immediately upon fulfilment of the contractual obligations of both the Customer and the Supplier.

3.3.2 All IP-rights produced or developed by or on behalf of the Customer for or during the Contract, are hereby transferred and assigned to the Supplier which transfer and assignment the Supplier hereby accepts. The Customer shall at first request of the Supplier perform any act, if any, required by the applicable law to conclude full transfer of the IP-rights to the Supplier, including signing additional documents. The Customer hereby transfers in advance all future IP-rights ("Future IP-rights") to the Supplier, which transfer is hereby accepted by the Supplier. To the extent that the law does not permit transfer in advance of the Future IP-rights, the Customer will, upon the establishment of any Future IP-rights and at first request of the Supplier, perform any act required for the transfer of the Future IP-

rights. The Customer hereby grants the Supplier an irrevocable power of attorney to perform — in the name of the Customer — all acts necessary to conclude the transfer pursuant to the aforementioned IP-rights.

3.3.3 In the event parties decide to deviate from the terms and conditions as laid down in the paragraphs 3.3.1 and 3.3.2, and agree in writing that the (Future) IP-rights or any part thereof will be transferred and assigned to the Customer, the Customer herewith grants or, if such granting cannot be achieved by means of these Terms and Conditions, shall be obliged to grant the Supplier a perpetual, world-wide, exclusive, royalty-free, non-restrictive and non-transferable licence for the use, including but not limited to exploitation, publication and copying, of the (Future) IP-rights or any part thereof.

4. Provisions relating to the Performance of the Agreement

4.1 Place of Performance

The place where the obligations arising from the Agreement are to be performed shall be specified in the Agreement. If the Agreement does not specify the place where such obligations are to be performed, that place shall be determined by the Supplier at its sole discretion, but not until the Customer has been consulted.

4.2 Time of Performance

4.2.1

The time at which or the period during which the obligations arising from the Agreement are to be performed shall be specified in the Agreement. If the time or period of Performance differs from that specified in the Agreement, such deviation shall only be valid if the Supplier has agreed thereto in writing. If it has been agreed that Performance shall take place during a specific predetermined period, such period shall only commence after the Customer has fulfilled all obligations arising from the Agreement, all outstanding invoices have been paid by the Customer, the security required by the Supplier has been provided and all other special conditions of the Supplier have been complied with.

4.2.2

If the Agreement does not contain any provision regarding the time of Performance, such time shall be determined by the Supplier at its sole discretion, but not until the Customer has been consulted. Insofar as the Agreement relates to the provision of Services, the time of Performance stated in the Agreement shall be regarded as an estimate only. The Supplier shall nevertheless use reasonable efforts to achieve Performance (no later than) at the contractually agreed time.

4.3 Delay

4.3.1

If Performance is delayed as a result of (i) an act or omission of the Customer, or (ii) a failure by the Customer to fulfil any obligation resting upon it pursuant to Article 3 of these Conditions, the Supplier shall be entitled to extend the time or period within which

Performance is to be effected by a reasonable period, which shall at least be equal to the additional time required as a result of the delay. In addition, it is expressly agreed that the Supplier shall be entitled to extend the period within which Performance must take place if (i) the Supplier has not received the advance payment (or other payment) arising from the Agreement, or (ii) the Customer has not provided the security required pursuant to the Agreement.

4.3.2

All additional costs incurred as a result of delay attributable to the Customer shall be borne by the Customer.

4.3.3

If the Supplier fails to perform the Agreement in a timely manner and the cause thereof is exclusively attributable to the Supplier, the Customer shall grant the Supplier a grace period of two weeks. After expiry of such period, the Customer shall be entitled to claim liquidated damages in the amount of 0.5% of the value of the delayed Goods for each full week that the delay continues, subject to a maximum of 5% of the value of the delayed Goods. Such liquidated damages shall only be payable if the Customer can demonstrate that the damage has been caused by the delay and that the extent of the loss suffered can be established accordingly. Save in the event of Intent or Wilful Recklessness, any other compensation for (delay) damage shall be expressly excluded.

4.3.4

If an event occurs, whether foreseeable or not, which the Supplier or its suppliers cannot reasonably influence and as a result of which the Supplier is unable to properly fulfil its obligations arising from the Agreement (Force Majeure), the obligation to perform such obligations shall be suspended for at least the duration of the Force Majeure situation. Force Majeure shall in any event include, but not be limited to, fire, war or similar actions or threat thereof, riots, insurrection, mobilisation, floods, earthquakes and other natural disasters, epidemics, quarantine measures, strikes, lock-outs, requisitioning, restrictions on international payments, transport restrictions, unworkable weather conditions, failure of castings or forgings, delivery problems, restrictions, delays or other difficulties relating to the supply of raw materials, materials or base components for the Goods or Services, as well as restrictions in the granting of permits relating to the Supplier's personnel or relating to the import and export of goods, tools and/or materials.

4.3.5

Save in the event of Intent or Wilful Recklessness, any liability of the Supplier resulting from a Force Majeure situation shall be excluded.

4.3.6

If the situation described in Article 4.3.3 of these Conditions continues for more than twelve (12) consecutive months, the Customer shall be entitled to terminate the Agreement thereafter. If the Force Majeure situation described in Article 4.3.4 of these Conditions continues for more than six (6) consecutive months, both the Customer and the Supplier shall be entitled to terminate the Agreement thereafter. Termination by the Customer pursuant to this Article 4.3.6 may only take place partially, as of the moment the relevant period has expired.

4.4 Special provisions relating to the Delivery of Goods

4.4.1

The Customer shall not be entitled to reject Delivery or acceptance of the Goods solely on the grounds that minor defects exist which do not prevent normal use of the Goods in accordance with the Agreement, provided that the Supplier undertakes to remedy such defects after Delivery of the Goods.

4.4.2

All Goods shall be delivered Ex Works Supplier, the Netherlands, exclusive of packaging, unless expressly agreed otherwise.

4.4.3

If dispatch or collection of the Goods to or at the designated place of Delivery is delayed for reasons beyond the Supplier's control, the Supplier shall be entitled to store the Goods at the Customer's expense at a storage location of the Supplier's choosing. Upon storage, Delivery shall be deemed to have taken place and the risk of loss or damage to the Goods shall be deemed to have passed to the Customer.

4.4.4

Unless expressly agreed otherwise, the Supplier shall be entitled to deliver the Goods in parts or partial shipments. Each partial delivery may be invoiced separately by the Supplier, in which case the Customer shall pay the individual invoices as part of the total Contract Price.

4.4.5

Any change in legislation or regulations of a state or of a classification society occurring after the Agreement has been entered into shall not give rise to any liability on the part of the Supplier. Any delay, costs or adjustment of the Contract Price resulting therefrom shall be for the account and risk of the Customer.

4.5 Special provisions relating to the provision of Services

4.5.1 General provisions for Services and working hours

(1) Performance of the Agreement relating to the provision of Services shall be deemed to have taken place if:

- the Supplier has notified the Customer that the agreed Services have been performed and the Acceptance Protocol has been signed; or
- eight (8) days have elapsed after such notification and during that period the Customer has failed to inspect the Services performed for approval and/or has failed to notify the Supplier of its approval or rejection thereof; or

- the Customer, without the Supplier's prior consent and during the period in which Services are being performed, puts into operation or uses the items on or to which the Services were performed.

(2) Unless expressly agreed otherwise, Services shall be performed during working weeks in accordance with customary practice in the relevant industry. A working day shall be deemed to consist of one man-day.

(3) Hours worked outside normal working hours, on Sundays or on public holidays shall be charged separately as overtime.

(4) The Supplier's Personnel shall, where possible, take into account

the working conditions at the Customer's site as well as the climatic conditions of the country where the Services are to be performed.

4.5.2 Additional obligations of the Customer relating to the provision of Services

- (1) During Performance, the Supplier shall be entitled to replace the Personnel deployed by it with other qualified personnel.
- (2) In the event of accidents or illness affecting the Supplier's Personnel, the Customer shall provide the necessary (professional) assistance.
- (3) Waiting time for which the Supplier is not responsible shall be charged to the Customer as working time.

4.5.3 Transfer of risk

- (1) Unless otherwise agreed, the risk of unforeseen loss or deterioration of the independent components or the final result of the Services performed by the Supplier shall pass to the Customer at the moment the Supplier notifies the Customer that the Services have been fully performed. If one or more sea trials or inland waterway trials have been agreed, the risk shall only pass to the Customer after such trial(s) have been successfully completed.
- (2) The Supplier shall have the use of items and materials made available by the Customer in accordance with the arrangements made for this purpose. The risk of unforeseen loss or deterioration of such items and materials shall rest with the Customer. If the Supplier should be responsible for any form of damage to such items and materials, Article 7 shall apply.
- (3) If the provision of Services or the execution of one or more trials is interrupted, discontinued or delayed for reasons beyond the Supplier's control, the risk of unforeseen loss or deterioration of the Services already performed shall pass to the Customer during the period of interruption, discontinuation or delay.

4.6 Contract Price

The Contract Price shall always be expressed in euros, exclusive of VAT and any other taxes or charges payable in connection with the sale and delivery of Goods and/or Services, as well as exclusive of transport costs.

4.7 Additional work and cost-increasing circumstances

4.7.1

Additional work shall in any event include situations in which (i) the Supplier is required to perform more work and/or other services in delivering the Goods and/or Services than agreed upon at the time the Agreement was entered into, (ii) additional or different materials are required than agreed upon at the time the Agreement was entered into, (iii) there are changes to the specifications, the work or the conditions for performance, whether explicit or implicit, or (iv) such follows from these Conditions.

4.7.2

Additional work may be agreed by the Supplier and the Customer by means of a separate additional work order or may be performed by the Supplier at the Customer's request or with the Customer's prior consent. Additional work may also arise if the agreed Performance is expanded or modified as a result of an act or omission of the Customer. The Supplier shall never be obliged to comply with a

request for additional work. In the absence of expressly agreed or otherwise approved additional work, the Supplier shall be entitled to perform the Agreement in accordance with the terms originally agreed.

4.7.3

Additional work shall be remunerated by the Customer at the Supplier's customary rates and shall be paid by the Customer to the Supplier prior to the performance thereof, unless otherwise agreed.

4.7.4

If, for any reason whatsoever, one or more cost-increasing circumstances occur after the Agreement has been entered into which are not exclusively attributable to the Supplier, the Supplier shall be entitled to increase the Contract Price proportionally, even if such cost increase is the result of a foreseeable circumstance. Cost-increasing circumstances shall be remunerated by the Customer at the Supplier's customary rates.

4.7.5

All consequences of additional work and cost-increasing circumstances, whether relating to (i) the time at which or the period during which Performance shall be carried out, (ii) the Contract Price, or (iii) otherwise, shall at all times be for the account and risk of the Customer.

4.7.6

The occurrence of additional work or cost-increasing circumstances during the performance of the Agreement shall never constitute grounds for termination or other cessation of the Agreement by the Customer.

4.8 Safety

4.8.1

The Customer and its employees, as well as third parties engaged by the Customer, shall strictly observe all safety and environmental regulations issued by the Supplier and by governmental authorities and shall comply with the regulations, instructions and directions in force at the location where the work is performed regarding order, safety, environment and control.

4.8.2

The Customer shall at all times be fully and without limitation liable for any damage (including costs) suffered by the Supplier as well as by employees of the Supplier and by third parties engaged by the Supplier as a result of maintenance or other work carried out by the Supplier, its personnel and/or third parties engaged by it at or designated by the Customer's site and/or on items belonging to the Customer or belonging to the Customer prior to the conclusion of the Agreement.

5. Retention of Title

5.1 All Goods delivered by the Supplier shall remain the property of the Supplier until the Customer has fulfilled all its obligations arising from this and any previous similar agreements between the Customer and the Supplier.



5.2 Until ownership has been transferred to the Customer in accordance with the preceding paragraph, the Customer shall not be entitled to perform any act that impedes or makes impossible the unhindered exercise of the Supplier's ownership rights. The Customer shall refrain from acts such as, but not limited to, combining the delivered Goods with other goods during any production process or storage, transferring, selling or encumbering the delivered Goods with a limited security right, or transferring the delivered Goods to another country. Furthermore, the Customer shall take all reasonable measures to safeguard the Supplier's ownership rights and shall immediately return the Goods to the Supplier at the Supplier's request.

6. Warranty

6.1 General

Unless Articles 6.2, 6.3 and 6.4 contain provisions deviating from this Article, the following provisions of this Article shall apply to all warranties of the Supplier.

6.1.1 The Supplier's warranty obligation shall, at the Supplier's discretion, be limited to either repair or replacement – at its own premises or elsewhere and during normal business hours – of defects resulting from manufacturing defects, the use of defective materials or defective design, provided that the defect has been reported to the Supplier in writing within the warranty period and within seven days after the Customer became aware or should reasonably have become aware of the defect.

6.1.2 Defective or faulty parts replaced by the Supplier shall be made available to the Supplier by the Customer at the Supplier's request and shall moreover be deemed to be the property of the Supplier from the moment of replacement.

6.1.3 The Supplier's warranty shall not extend to defects resulting from or related to: (i) any materials or parts or designs provided by or on behalf of the Customer, (ii) negligence or otherwise incorrect acts or omissions by the Customer, its personnel or representatives or third parties, (iii) incorrect installation and modifications carried out without the Supplier's written consent. In particular, this warranty shall not extend to any defects caused by or related to normal wear and tear, the use of unsuitable materials by the Customer, nor to defects arising from any use, maintenance, operation or functioning of the Goods or any part thereof, insofar as this has not taken place in accordance with manuals, instructions or technical specifications of the Supplier, or insofar as this has taken place in violation of the requirements of proper technical workmanship.

6.1.4 The warranty obligation shall not extend to compensation for costs incurred as a result of the defect. Such costs shall include – but not be limited to – crane hire, electricity, scaffolding or supporting activities, dock costs, disassembly and assembly costs and travel and accommodation expenses of the Personnel.

6.1.5 The Customer shall not be entitled to invoke any warranty provision until the Customer has paid the full Contract Price to the Supplier.

6.2 Warranty for delivered Goods

6.2.1 The warranty period shall expire either twelve (12) months after the date on which (i) the delivered Goods have been put into use; or (ii) the trial run(s) have been successfully completed; or (iii) the Acceptance Protocol has been issued; or eighteen (18) months after Delivery of the Goods, whichever date is reached first.

6.2.2 No new or additional warranty shall apply to Goods repaired or replaced pursuant to Article 6.1.

6.2.3 Warranty shall only be provided for Goods delivered, installed or produced by the Supplier.

6.3 Warranty for Services

6.3.1 The Supplier warrants that the Services shall be performed to the best of its ability. No further warranty with respect to Services shall be provided.

6.3.2 All claims brought by the Customer for compensation of damage suffered by the Customer as a result of damage to or destruction of the object on, in or to which the Services were performed by the Supplier shall be subject to Article 7 of these Conditions.

6.4 Warranty for infringement of intellectual property rights

In the event that Goods or Services infringe the intellectual property rights of a third party, the Supplier shall only be obliged, at its discretion, either to procure for the Customer the right to continue using the Goods or to modify the Goods in such a way that they no longer infringe such rights.

7. Liability and indemnification

7.1 The Supplier's contractual liability and any warranty and remedy obligation under Article 6 of these Conditions shall be limited to compliance with the warranty obligations referred to in Article 6 of these Conditions and shall not extend to repair or compensation of any other or further material (property) damage or immaterial and/or consequential damage resulting from such defect.

7.2 Any other liability of the Supplier shall at all times be limited to (1) the Contract Price or (2) the amount paid out under the Supplier's liability insurance, whichever amount is lower.

7.3 Save in the event of Intent or Wilful Recklessness, the Supplier shall never be liable for any direct or indirect damage.

7.4 Any claim against the Supplier shall lapse by the mere expiry of twelve (12) months after the claim has arisen.

7.5 The Customer shall indemnify the Supplier against all claims by third parties arising from or related to the Agreement.

8. Payment terms

8.1 Unless expressly agreed otherwise, payment shall be made either in cash upon delivery or by bank transfer within thirty (30) days after the invoice date to a bank account designated by the Supplier for that purpose. Payment shall be made without any set-off, counterclaim, deduction or withholding.

8.2 At any reasonable request of the Supplier, the Customer shall provide security for the full Contract Price. If the Customer fails to comply with such request, the Supplier shall be entitled to suspend or terminate the Agreement in whole or in part by written notice to the Customer.

8.3 Any objection to the contents of an invoice must be submitted to the Supplier in writing within fourteen (14) days after the invoice date, failing which the invoice shall be deemed to have been accepted by the Customer.

8.4 If the Customer fails to comply with any of the above obligations, the Customer shall owe interest to the Supplier on the outstanding amount at the rate of 1.5% (one and a half per cent) per month or part thereof. In addition, the Supplier shall be entitled, after written notice, to suspend performance of the Agreement until full payment has been received. All extrajudicial and judicial costs actually incurred shall be borne by the Customer, with a minimum compensation of 15% (fifteen per cent) of the amount to be collected.

9. Suspension and termination of the Agreement

9.1 If the Customer fails to fulfil one or more of its obligations, fails to do so in a timely manner or fails to do so properly, or if there is good reason to fear that the Customer will not be able to fulfil its contractual obligations towards the Supplier, is declared bankrupt, applies for (provisional) suspension of payments, proceeds to liquidate its business, or if its assets are wholly or partly attached, the Supplier shall be entitled to suspend performance of the Agreement or to terminate the Agreement in whole or in part by written notice, without prior notice of default, at its discretion, without prejudice to any right it may have to compensation for costs, damages and interest.

9.2 The Customer shall only be entitled to terminate the Agreement if the situation described in Article 4.3.6 of these Conditions occurs, and only subject to payment to the Supplier of all amounts due to the Supplier at that time, whether or not yet due, including settlement of all obligations entered into by the Supplier towards third parties in connection with the Performance. Any other termination, cancellation or annulment of the Agreement by the Customer, in whole or in part, whether judicial or extrajudicial, is excluded. The Customer hereby expressly and irrevocably waives the right to claim modification of the consequences of the Agreement in court pursuant to Article 6:230 paragraph 2 of the Dutch Civil Code.

10. No assignment or encumbrance of contractual rights

10.1 Except with the Supplier's prior written consent, which shall not be unreasonably withheld, the Customer shall not be entitled to assign the Agreement or any rights arising therefrom, in whole or in part, to third parties. All costs resulting from a permitted assignment, including the costs incurred by the Supplier in this respect, shall be borne by the Customer.

10.2 Except with the Supplier's prior written consent, which shall not be unreasonably withheld, the Customer shall not be entitled to encumber its receivables against the Supplier arising from the Agreement or otherwise, in whole or in part.

10.3 The provisions of Articles 10.1 and 10.2 are intended to exclude the assignment and pledging of rights of the Customer under the Agreement without the Supplier's prior written consent (a clause as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code) and therefore have proprietary effect.

10.4 Transfer pursuant to Article 6:251 of the Dutch Civil Code with regard to receivables against the Supplier is excluded.

11. Applicable law and jurisdiction

11.1 The Agreement shall be governed by Dutch law.

11.2 All disputes in connection with the Agreement shall first be resolved through amicable consultations between the parties.

11.3 If such consultations do not lead to a mutually acceptable solution, all disputes arising from or remaining unresolved in connection with the Agreement or any agreements resulting therefrom shall be settled in accordance with the most recent version of the Arbitration Rules of the Netherlands Arbitration Institute. Unless otherwise agreed between the Supplier and the Customer, the arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Rotterdam. The proceedings shall be conducted in the English language, unless both the Supplier and the Customer are established in the Netherlands or both use Dutch as their working language, in which case the arbitration shall be conducted in Dutch. Notwithstanding the foregoing, the Supplier shall at all times be entitled to submit disputes as referred to above to the competent court of the District Court of Rotterdam.