

## GENERAL TERMS AND CONDITIONS (CONSUMER)

of

Staalkabelstunter B.V. (B2C)

### Article 1 – Definitions

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

Staalkabelstunter B.V.: Hereafter referred to as Staalkabelstunter, legally located at Dalwagenseweg 91, 4043MV, Opheusden, Netherlands;

Buyer: a consumer who enters into an agreement with Staalkabelstunter for the purchase of products.

Agreement: the agreement between the Buyer and Staalkabelstunter, which usually arises by placing an order on the website.

Products: all products that have been produced/made or obtained by Staalkabelstunter for sale to the Buyer.

### Article 2 – Applicability

2.1 These General Terms and Conditions apply to every offer, quotation, and Agreement between Staalkabelstunter and the Buyer, unless otherwise agreed in writing.

2.2 Staalkabelstunter will make the text of these general terms and conditions available to the Buyer before the Agreement is concluded. If an order is placed on the website, the text of these conditions will be made available to the Buyer electronically before the Agreement is concluded.

2.3 In these conditions, 'in writing' also means: by written message, email, internet, or other electronic media.

2.4 Deviating provisions included in the offer and/or the concluded Agreement between Staalkabelstunter and the Buyer prevail over the provisions of these General Terms and Conditions.

2.5 Staalkabelstunter is entitled to modify and/or supplement these General Terms and Conditions. Staalkabelstunter will inform the Buyer about changes or additions to these General Terms and Conditions.

### Article 3 – Offer & Products

3.1 The Products are offered on the website where Buyers can place orders on the website with their own account or as a guest without an account. If an offer has a limited validity period, this will be expressly stated.

3.2 Staalkabelstunter stands for the accuracy, completeness, and reliability of data and information on the website and/or in the offer that is made available to the Buyer in the context of an order.

3.3 Staalkabelstunter reserves the right to refuse orders. Staalkabelstunter will inform Buyers if they cannot accept an order.

3.4 Staalkabelstunter cannot guarantee that the display of the Products of the colors and packaging in each individual case is an accurate representation of the delivered Products. The color and packaging of the delivered Product may differ slightly from the photos on the website.

3.5 Staalkabelstunter is not obligated to adhere to an offer and/or an Agreement at a certain price if this price is based on a typing and/or writing error on the website.

#### Article 4 - Agreement

4.1 An Agreement is established after Staalkabelstunter has confirmed the order in writing.

4.2 For an Agreement that arises via the website, this will be a confirmation by email, where the payment and the placement of the order most often occur simultaneously. Staalkabelstunter will send a confirmation if the order and payment have been received. The absence of a confirmation from Staalkabelstunter gives the Buyer the right to dissolve the Agreement.

#### Article 5 – Delivery

5.1 Staalkabelstunter will take the greatest possible care in executing orders placed on the website.

5.2 The estimated delivery time of the Products can be found on the website and is an indication unless the website explicitly states that the Products will be delivered within a certain period.

5.3 Delay in delivery does not give the Buyer the right to dissolve the Agreement and neither any right to any compensation, unless there is intent or deliberate recklessness on the part of Staalkabelstunter.

5.4 Staalkabelstunter is obligated to inform the Buyer, within 30 days after placing the order, about any delays in delivery. If the Buyer is not informed in time, then the Buyer has the right to dissolve the agreement without costs and Staalkabelstunter will refund the paid amount.

5.5 Delivery takes place at the address that the Buyer has given when placing the order on the website.

## Article 6 – Right of Withdrawal

6.1 At the electronic purchase of Products, a consumer has the opportunity to dissolve the Agreement without stating reasons within 14 working days after purchase. This period starts on the day of receiving the Products by the Buyer or:

a) If the Buyer has ordered multiple Products, the day on which the last Product is received by the Buyer.

b) If the delivery consists of several parts, the day on which the Buyer has received the last part.

6.2 If the Buyer wants to make use of his right of withdrawal, he is obliged to inform Staalkabelstunter about the withdrawal right using the model form or in writing, which also includes email.

6.3 During this period, the Buyer will handle the Product and its packaging carefully. He will only unpack or use the Product to the extent necessary to ascertain whether he wishes to keep the Product. The Buyer is obliged to return the Products in their original condition to Staalkabelstunter.

6.4 The Buyer is obliged to send the Product back within 14 days after notifying that he wishes to use his right of withdrawal.

6.5 The Buyer is liable for any diminished value of the Product resulting from handling the Products in a way other than described in Article 6.3.

6.6 In case of a return shipment, the shipping costs are for the account of the Buyer.

6.7 If the Buyer has paid an amount for the Products, Staalkabelstunter will refund this amount as soon as possible, but no later than 14 days after the return or cancellation.

6.8 The Buyer has no right of withdrawal for the following Products:

a) Products manufactured according to the Buyer's specifications, which are not prefabricated and are made on the basis of an individual choice or decision by the Buyer, or which are clearly intended for a specific person, such as custom-made products;

- b) Products that by their nature are irreversibly mixed with other products after delivery;
- c) Products whose price is dependent on fluctuations in the financial market over which Staalkabelstunter has no influence and which may occur within the withdrawal period.

6.9 Products can be returned to the following return address: Dalwagenseweg 91, 4043MV, Opheusden, Netherlands.

## Article 7 – Price

7.1 The Products are supplied at the prices mentioned on the website.

7.2 All prices mentioned by Staalkabelstunter on the website are inclusive of VAT.

7.3 If the prices are increased within three months after the conclusion of the Agreement, the Buyer has the right to dissolve the agreement, unless the price increases are the result of statutory regulations or provisions.

7.4 Price increases within three months after the conclusion of the agreement are only allowed if they result from statutory regulations or provisions.

## Article 8 – Payment

8.1 Payment must be made by depositing into Staalkabelstunter's bank account number, unless agreed otherwise in writing.

8.2 The agreed price must be paid by the Buyer within 14 days after receiving the Product. In case of an order and payment via the website, the agreed price will have been paid before the product is shipped. The Buyer agrees to this by placing the order.

8.3 Payment by the Buyer must be made in EURO, unless Staalkabelstunter agrees otherwise.

8.4 Payment can be made in various ways such as Ideal, Paypal, Credit Card, and other payment methods offered on the website.

8.5 If the Buyer does not fulfill his payment obligations in time, after Staalkabelstunter has informed him about the late payment and the Buyer has been given a period of 14 days to still fulfill his payment obligations, he is due the statutory interest on the still owed amount. Staalkabelstunter is entitled to charge the extrajudicial collection costs he has incurred.

8.6 The date of payment is the date on which the amount to be paid is deposited into the account of Staalkabelstunter.

## Article 9 – Retention of Title

9.1 If there is a delivery under retention of title, Staalkabelstunter will inform the Buyer. The Buyer must explicitly agree to this. In that case, the delivered Products remain the property of Staalkabelstunter until the Buyer has fulfilled his payment obligations according to the Agreement.

9.2 Staalkabelstunter is entitled to take back the Products to which the retention of title applies in the following cases:

- (a) In the event that the other party does not fulfill its obligations under the Agreement;
- (b) or in case of a well-founded suspicion that the other party is not able to fulfill its obligations arising from the Agreement;

9.3 The Buyer is obliged to cooperate in returning the Products delivered under retention of title.

## Article 10 – Liability

10.1 Staalkabelstunter is only liable for direct damage if it is established that Staalkabelstunter is liable for the circumstances that led to the damage.

10.2 Staalkabelstunter is in no case liable for any kind of damage resulting from incorrect or injudicious use of the Products by the Buyer or third parties. Incorrect or injudicious use includes, among other things, using the delivered Products in a manner other than prescribed in the instructions of Staalkabelstunter or the manufacturer. Staalkabelstunter is not liable for damage caused by this incorrect or injudicious use.

10.3 The total liability of Staalkabelstunter for direct damage, for whatever reason, is limited to the amount of the purchase price of the Products that caused the damage.

10.4 Staalkabelstunter is not liable for indirect damage, including consequential damage, lost profit, lost savings, and damage due to business stagnation.

10.5 The limitations of liability for direct damage contained in these terms and conditions do not apply if the damage is due to intent or gross negligence of Staalkabelstunter or its subordinates.

## Article 11 - Force Majeure

11.1 In the event of force majeure, Staalkabelstunter is entitled to suspend or partially dissolve the Agreement without being obliged to compensate the Buyer.

11.2 Any failure to fulfill the Agreement for which Staalkabelstunter cannot be held liable because it is beyond its control shall be considered a situation of force majeure.

11.3 The following situations shall be regarded as force majeure:

(a) strikes by employees of Staalkabelstunter or third parties.

(b) Illness of employees of Staalkabelstunter or third parties involved in the execution of the Agreement.

(c) war, threat of war, armed conflicts;

(d) terrorist attacks;

(e) riot, revolution;

(f) natural disasters, including but not limited to floods, earthquakes, storms, fire;

(g) failure to deliver Products on time or at all by (sub)suppliers or other third parties engaged by Staalkabelstunter;

(h) legal regulations and measures by the Dutch government that hinder the execution of the Agreement with the Buyer, including import and export bans;

(i) legal regulations and governmental measures of foreign governments or bodies of the European Union that hinder the execution of the Agreement with the Buyer, including import and export bans.

## Article 12 - Intellectual Property Rights

12.1 All intellectual property rights in all Products delivered or made available under the Agreement, such as photos, models, and videos on the website, trade names, contracts, quotations, and pamphlets remain the exclusive property of Staalkabelstunter.

12.2 The Buyer is not allowed to take or distribute images, videos, or other content from the Staalkabelstunter website without prior permission from Staalkabelstunter.

## Article 13 - Acceptance and Complaints

13.1 Any visible defects, visible reduced quality, and visible (transport) damage to the Products must be reported to Staalkabelstunter by the Buyer as soon as possible, but in any case, within two months after the discovery of the defect.

13.2 Failure to report the complaint in time means that the Buyer can no longer claim compliance with the Agreement by Staalkabelstunter.

13.3 A complaint will be answered by Staalkabelstunter within 14 days from the date of receipt. If a complaint requires a processing time longer than 14 days, Staalkabelstunter will inform the Buyer and provide an indication of when the complaint will be handled.

#### Article 14 - Suspension and Termination

14.1 Staalkabelstunter is entitled to suspend or terminate the Agreement with immediate effect without the need for a notice of default or insolvency and without being obliged to pay any compensation, if:

- (a) The Buyer has applied for (provisional) suspension of payments or has been granted such;
- (b) The Buyer has initiated bankruptcy proceedings or a court has declared the Buyer bankrupt;
- (c) The Buyer has passed away or has been placed under legal guardianship;
- (e) The Buyer fails to fulfill his obligations under an Agreement concluded with him properly or on time, or there is a justified fear that this will happen.

#### Article 15 - Warranty

15.1 Staalkabelstunter guarantees that the Products comply with the Agreement, the specifications stated in the offer, and the reasonable requirements of soundness and/or usability. If agreed, Staalkabelstunter also ensures that the Product is suitable for normal use. The warranty period varies per Product and is equal to the factory warranty.

15.2 Any defects in the delivered Product that are covered by the warranty give the Buyer the right to repair or replacement by a new Product, up to a maximum value of the amount of the original order.

#### Article 16 - Applicable Law and Competent Court

16.1 These General Terms and Conditions and all agreements concluded between the Buyer and Staalkabelstunter are exclusively governed by Dutch law.

16.2 All disputes arising from an Agreement between the Buyer and Staalkabelstunter shall exclusively be submitted to the competent court in Gelderland, location Arnhem, the Netherlands, unless Staalkabelstunter chooses to submit the dispute elsewhere.

GENERAL SALES AND DELIVERY TERMS of Staalkabelstunter B.V. (B2B)

#### Article 1 - Definitions

The following definitions apply to these General Terms and Conditions:

Staalkabelstunter B.V.: Hereinafter referred to as Staalkabelstunter, statutorily located at Dalwagenseweg 91, 4043MV, Opheusden, The Netherlands;

Buyer: a legal entity entering into an agreement with Staalkabelstunter in the exercise of its profession or business with the purpose of purchasing Products.

Agreement: the agreement concluded between the Buyer and Staalkabelstunter, which in most cases is established by placing an order on the website.

Products: all products produced/made or obtained by Staalkabelstunter for sale to the Buyer.

## Article 2 – Applicability

2.1 These General Terms and Conditions apply to every offer, quotation, and Agreement between Staalkabelstunter and Buyer unless agreed otherwise in writing.

2.2 The applicability of other general terms and conditions, including those of the Buyer, is expressly rejected.

2.2 Staalkabelstunter shall make the text of these general terms and conditions available to the Buyer before the Agreement is concluded. If an order is placed on the website, the text of these conditions will be made available electronically to the Buyer before the Agreement is concluded.

2.3 Amendments and/or deviations from these terms and conditions are only binding if and insofar as Staalkabelstunter has explicitly accepted them in writing. Any agreed amendments and/or deviations apply only to the relevant Agreement.

2.4 In these terms and conditions, 'in writing' also means: by written message, email, internet, or other electronic media.

2.5 Deviating provisions included in the quotation and/or the concluded Agreement between Staalkabelstunter and Buyer take precedence over the provisions of these General Terms and Conditions.

2.6 Staalkabelstunter is entitled to modify and/or supplement these General Terms and Conditions.

## Article 3 – Offer & Products



3.1 Products are offered on the website where Buyers can place orders on the website with their own account or as a guest without an account. If an offer has a limited duration, this will be expressly stated.

3.2 Unless expressly stated otherwise, all quotations from Staalkabelstunter are considered a non-binding offer, which Staalkabelstunter can withdraw in writing within 7 days after receiving a confirmation of acceptance from the Buyer.

3.3 The Buyer is responsible for the accuracy, completeness, and reliability of data and documents provided to Staalkabelstunter in the context of an order, even if these data come from third parties.

3.4 Staalkabelstunter reserves the right to refuse orders. Staalkabelstunter will inform Buyers if they cannot accept an order.

3.5 The Buyer is only entitled to cancel an order after written permission from Staalkabelstunter, to which conditions deemed appropriate for Staalkabelstunter may be attached.

3.6 Staalkabelstunter cannot guarantee that the representation of the Products' colors and packaging in each individual case is an accurate depiction of the delivered Products. The color and packaging of the delivered Product may differ slightly from the photos on the website.

3.7 Staalkabelstunter is not obliged to adhere to an offer and/or an Agreement at a certain price if this price is based on a typing and/or clerical error in the quotation, agreement, or on the website.

#### Article 4 – Agreement

4.1 An Agreement is concluded after Staalkabelstunter has confirmed the order in writing.

4.2 For an Agreement concluded via the website, this will be a confirmation by email. Staalkabelstunter will send a confirmation when the payment is received.

4.3 An offer or commitment made by Staalkabelstunter is only binding insofar as the offer is confirmed in writing.

#### Article 5 – Delivery

5.1 Staalkabelstunter will take the utmost care in executing orders placed on the website.

5.2 The estimated delivery time of the Products can be found on the website and is an indication, unless it is explicitly stated on the website, in the quotation, or Agreement that the Products will be delivered within a certain period.

5.3 Delay in delivery does not give the Buyer the right to dissolve the Agreement nor any right to any compensation, unless there is intent or deliberate recklessness on the part of Staalkabelstunter.

5.4 Export deliveries take place based on the Incoterms 2020®, unless parties have agreed otherwise in writing.

5.5 Staalkabelstunter reserves the right to perform a delivery in parts. Staalkabelstunter is entitled to demand (advance) payment for each (partial) delivery before proceeding to the next delivery.

5.6 The Buyer is obliged to accept the delivery of the Products at the first request of Staalkabelstunter. If the Buyer does not accept the delivery, the Buyer is liable for all costs and damage resulting from this.

5.7 Delivery takes place at the address provided by the Buyer when placing the order on the website or the address mentioned in the quotation or Agreement.

## Article 6 – Prices

6.1 The Products are delivered at the prices mentioned in the quotation, website, or Agreement.

6.2 All prices stated by Staalkabelstunter in her quotation, website, or Agreement are inclusive of VAT and exclusive of any other costs such as transport and insurance costs, government-imposed tariffs and are based on the Incoterms 2020® as applicable at the time of the conclusion of the Agreement, unless otherwise agreed in writing.

6.3 After the start of the Agreement but before delivery of the agreed Products, Staalkabelstunter is entitled to increase the agreed prices if the price increase is the result of one or more rising costs such as: Rising VAT rates, labor costs, purchase prices, legal regulations or environmental contributions, and fluctuations in exchange rates. This also includes increasing costs due to government measures.

## Article 7 – Payment

7.1 Payment can be made via Ideal, Paypal, Credit Card, and other payment methods offered on the website, unless otherwise agreed in writing. The price must be paid immediately when ordering on the website. After receiving the payment, Staalkabelstunter will send the Products.

7.2 Payment must be made by the Buyer in EURO unless otherwise agreed by the parties.

7.3 If the Buyer does not meet his obligation to pay on time, the Buyer is, without any notice of default or judicial intervention being required, liable for a contractual interest of 13%, unless the statutory commercial interest rate applicable in the Netherlands at that time is higher. In that case, the interest will be equal to the legal commercial interest. This does not exclude Staalkabelstunter's other rights, such as the right to compensation and extrajudicial costs.

7.4 If Staalkabelstunter must assign its claim for collection due to the Buyer's default, all related costs, such as administrative, judicial, and extrajudicial costs, including the costs of filing for bankruptcy, are at the expense of the Buyer.

7.5 The Buyer is in no case entitled to offset the amounts invoiced by Staalkabelstunter against a counterclaim made by the Buyer or to delay payment in case of a counterclaim invoked by the Buyer.

7.6 In the case that the Buyer has an outstanding invoice that is overdue, Staalkabelstunter has the right to stop the shipment of Products until the Buyer has made the payment.

7.7 The date of payment is the date on which the amount to be paid is deposited into Staalkabelstunter's account.

#### Article 8 – Retention of Title

8.1 All Products delivered to the Buyer remain the property of Staalkabelstunter. Staalkabelstunter retains ownership of the Products until the Buyer has fulfilled his payment obligations under the Agreement.

8.2 Staalkabelstunter is entitled to take back the Products subject to retention of title in the following cases:

- (a) In the event that the other party fails to fulfill its obligations under the Agreement;
- (b) or in the case of reasonable suspicion that the other party is unable to meet its obligations arising from the Agreement;

8.3 The Buyer is obliged to cooperate in the return of the Products that have been delivered under retention of title.

#### Article 9 – Liability and Risk

9.1 Staalkabelstunter can only be held liable in the case of a product recall if;

(a) it is established that Staalkabelstunter is liable for the circumstances that led to the recall and;

(b) it is determined that the Buyer has acted as a reasonably and competently professional and tried to minimize the costs associated with the recall as much as possible.

9.2 All liability of Staalkabelstunter towards Buyers is limited to the amount that is paid out under the statutory liability insurance of Staalkabelstunter, including the deductible under this insurance. If no payout occurs under this insurance for any reason, any liability is limited to the invoice amount related to the Agreement upon which the counterparty's claim is based.

9.3 Staalkabelstunter is not liable for any damage, of any nature, caused because Staalkabelstunter relied on incorrect and/or incomplete information provided by or on behalf of the Buyer when placing the order or at a later stage.

9.4 Staalkabelstunter is not liable for any infringement of third-party intellectual property rights caused by the Buyer.

9.5 Staalkabelstunter will - regardless of the legal basis of the Buyer's claim - not be liable for any consequential damages, including but not limited to; damages as a result of delays or loss of data, loss of profit, and penalties incurred by the Buyer.

9.6 Staalkabelstunter is never liable for business damage/loss of profits and damages of any kind, caused by careless or improper use of the Products by the Buyer or a third party. Careless or improper use includes, but is not limited to: using and storing the delivered Products in a manner other than prescribed in the instructions.

Staalkabelstunter is not liable for damage caused by design faults of the Buyer due to careless use of the products delivered to the Buyer.

#### Article 10 - Force Majeure

10.1 In the event of force majeure, Staalkabelstunter is entitled to suspend or partially dissolve the Agreement without being obliged to compensate the Buyer or other parties.

10.2 Any failure to perform the Agreement for which Staalkabelstunter cannot be held responsible because it is beyond its control shall be considered a situation of force majeure.

10.3 If the period during which performance is not possible due to force majeure lasts longer than 6 months, both parties are entitled to dissolve the agreement without being obliged to compensate for the damage caused by this.

10.4 The following situations shall be considered as force majeure:

(a) Strikes by employees of Staalkabelstunter or third parties.

- (b) Illness of employees of Staalkabelstunter or third parties in connection with the execution of the Agreement.
- (c) War, threat of war, armed conflicts;
- (d) Terrorist attacks;
- (e) Riot, revolution;
- (f) Natural disasters, including but not limited to floods, earthquakes, storms, fire;
- (g) Non-delivery or late delivery of Products by (sub)suppliers or other third parties engaged by Staalkabelstunter;
- (h) Legal regulations and measures of the Dutch government that hinder the performance of the Agreement by Staalkabelstunter, including import and export bans;
- (i) Legal regulations and governmental measures of foreign governments or bodies of the European Union that hinder the performance of the Agreement by Staalkabelstunter, including import and export bans.

#### Article 11 – Force Majeure

#### Article 11 - Intellectual Property Rights and Confidential Information

11.1 All intellectual property rights on all Products delivered or made available under the Agreement, such as photos, models, and videos on the website, trade names, contracts, quotations, and pamphlets remain exclusively the property of Staalkabelstunter.

11.2 The Buyer is not allowed to modify in whole or in part any of the delivered Products, their packaging or labeling without the prior written consent of Staalkabelstunter, unless otherwise agreed in writing.

11.3 The Buyer is not permitted to take or distribute images, videos, or other content from the Staalkabelstunter website without prior permission from Staalkabelstunter.

11.3 The Buyer is aware that the Products provided under the Agreement may contain confidential information and trade secrets of Staalkabelstunter or its suppliers. The Buyer commits to keeping this information confidential, not disclosing it to third parties, or using it for any purpose other than for which it has been made available.

#### Article 12 - Warranty

12.1 Staalkabelstunter guarantees that the Products comply with the Agreement and the specifications stated in the offer, and meet reasonable standards of soundness and/or usability. If agreed upon, Staalkabelstunter also ensures that the Product is suitable for normal use. The warranty period varies per Product and is equal to the factory warranty.

#### Article 13 - Acceptance and Complaints

13.1 Immediately after the delivery of the Products, the Buyer must inspect them for any defects or verify if the delivered Products comply with what is stipulated in the Agreement, namely:

- a. whether the correct Products have been delivered;
- b. whether the delivered Products meet the required quality standards;
- c. whether the delivered Products in terms of quantity (number, amount, weight) comply with what has been agreed between the parties.

13.2 Any visible defects, visible diminution, and visible (transport) damage to the Products must be reported by the Buyer directly at the time of delivery to the carrier and in writing to Staalkabelstunter within 7 days of delivery. In the absence of such a report, the Buyer is deemed to have received the agreed quantity of Products without visible defects or visible (transport) damage. Any hidden defects, non-visible decrease in quantity, and non-visible damage to the Products must be reported to Staalkabelstunter as soon as possible after discovery, but within the warranty period specified in Article 12.

13.3 In case of delivery of defective Products as described in Articles 13.1 and 13.2, the Buyer may return the Products. Returns of delivered Products are only possible if the Buyer provides Staalkabelstunter with a written statement including the reason for returning the Products, along with the date and invoice number. Staalkabelstunter must confirm the return shipment.

13.4 In the case of a return, the Buyer has the right under the warranty to have the Products repaired, to receive new Products, or to receive the amount paid according to the invoice.

13.5 Products manufactured according to the Buyer's specifications, which are not prefabricated and are made based on an individual choice or decision of the Buyer, or which are clearly intended for a specific person, such as custom-made products, cannot be returned.

#### Article 14 - Suspension and Termination

14.1 Staalkabelstunter is entitled to suspend or terminate the Agreement with immediate effect without the need for a notice of default or declaration of breach and without being obliged to pay any compensation, if:

- (a) The Buyer has applied for (provisional) suspension of payments or such has been granted;
- (b) The Buyer has initiated bankruptcy proceedings or a court has declared the Buyer bankrupt;

(c) The Buyer has died or has been placed under legal control;

(e) The Buyer fails to fulfill his obligations under an Agreement concluded with him, does not fulfill them properly or on time, or there is reason to fear that this will happen.

#### Article 15 - Applicable Law and Jurisdiction

15.1 These General Terms and Conditions and all agreements between the Buyer and Staalkabelstunter are exclusively governed by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980) [CISG].

15.2 All disputes arising from an Agreement between the Buyer and Staalkabelstunter shall be exclusively submitted to the competent court in Gelderland, location Arnhem, the Netherlands, unless Staalkabelstunter chooses to submit the dispute to the competent court in the location where the Buyer is established.

15.3 Staalkabelstunter is also entitled to settle a dispute through arbitration at the International Chamber of Commerce according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator. The arbitration proceedings will be conducted in English. Arbitration will take place in Amsterdam, the Netherlands.