



MILCOBEL GROUP PURCHASE TERMS

- 1. General** (a) These Milcobel Group Purchase Terms, as amended from time to time (the **Terms**) are deemed to be incorporated in and form an integral part of each request for offer/quotation/proposal/bid (an **Offer**) or purchase order (an **Order**) for goods and/or services (**Good(s)** and **Service(s)**; each also **Deliverables**) placed by a Milcobel Group company or companies, meaning Milcobel CV (company registration number 0870.019.427) and/or any of its direct or indirect subsidiaries (**Buyers**, and each a **Buyer**). Buyer has the right to amend the Terms at any time. New or amended Terms shall be applicable and binding for Seller as of the 30th calendar day following a notice to Seller, unless written protest is received within five (5) Business Days of the notice. (b) Each request for an Offer or Order shall be subject to these Terms, unless expressly agreed otherwise in writing between Buyer and Seller. The submission of a request for an Offer by Buyer does not constitute a request by Buyer to enter into a contract for the purchase a Deliverable, but only an invitation to Seller to make an Offer. All costs incurred by Seller in relation to its Offer are for its account. Buyer has the right terminate at any time the negotiations in respect of any Offer without prior notice and without any compensation being due. Offers issued by Seller are considered to be irrevocably binding for Seller for a period of at least ninety (90) calendar days from receipt by Buyer, unless agreed otherwise in writing. If Seller (i) is in doubt about, (ii) has objections to, for example concerning the technique, safety, feasibility or cost, or (iii) has recommendations with regard to Buyer's request for an Offer, it shall inform Buyer thereof prior to the provision of the Offer. In such case, the Seller shall immediately, in consultation with Buyer, provide an alternative quotation. The seller (or sellers) named in the Order (**Seller(s)**) does/do, by accepting such Order, unconditionally and irrevocably agree that these Terms and all other terms of the Order which shall govern the purchase and sale of Goods or Services between Buyer and Seller. Any general and specific sales or contracting conditions of Seller shall not be applicable and excluded, even if these conditions state that they shall solely apply or shall have priority over any terms or conditions of Buyer or if these conditions would be posterior to the present Terms. In the context of long-term relationship or successive sale and purchase of Deliverables, these Terms shall govern future Orders or transactions, even without further reference to these Terms.
- 2. Definitions and Interpretation.** (a) All capitalized and other defined terms have the meaning set out in these Terms or in the Order. **Business Day(s)** mean(s) any day(s) from Monday to Friday, from 09:00h to 17:00h, with the exception of public or bank holidays in Belgium. The words including" or "include(s)" are used to indicate that any words following them shall be construed without limitation to the generality of any preceding words or concepts.
- 3. Purchase and Sale.** (a) Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver or perform to Buyer, the Deliverables as specified in the Order. (b) No Order shall be binding unless issued by Buyer in written form or electronically to Seller and including Buyer's Order/PO number. (c) Seller shall be deemed to have accepted an Order without reservation at the moment that it (i) signs such Order or issues an order confirmation for such Order, (ii) delivers the Goods or starts to perform the Services, and/or (iii) has not rejected such Order within two (2) Business Days after its date of issuance, whichever of these events occurs first. (d) Each accepted Order shall constitute a separate contract between Buyer and Seller, and each such contract shall thus consist of the relevant Order, including any attachments to and documents referred in the Order as well as these Terms (the **Contract**). (e) Except as provided in a Contract or otherwise agreed expressly and in writing between Buyer and Seller, Buyer shall never be bound by any purchase obligation with minimum quantities and no Contract or any other transaction, creates any exclusive right of supply for Seller to Buyer. Buyer may (partially) cancel, vary or suspend any Contract at any time before the relevant Goods or Services should have been delivered to the applicable Destination. In the event of a cancellation, variation or suspension that is made by Buyer without reasonable cause and with less



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than twenty-four (24) hours' notice before the Goods or Services were due to be delivered, Buyer shall pay Seller an amount equal to any documented reasonable direct costs that have been properly incurred by Seller before the notice was issued and which cannot be recovered by Seller in any other manner. Buyer shall have no other obligations to Seller in this respect.

- 4. Prices; Invoices; Payment.** (a) The price for the Deliverables shall be as stated in the Contract, and except with the prior written express consent of Buyer, all prices shall be fixed and expressed in euro. Unless agreed otherwise expressly and in writing, all prices in the Contract shall be exclusive of any applicable value added tax and inclusive of all costs and charges for packing, carriage, delivery, insurance or other charges, which are required to comply with the Contract and the specifications of the Deliverables. (b) Except as otherwise provided in the Contract, Deliverables shall be invoiced upon the full completion of the delivery or performance of the Deliverables in accordance with the Contract. (c) Seller shall strictly comply with the relevant invoicing requirements mentioned in the Contract. (d) Buyer shall make payment to Seller within sixty (60) calendar days end of month after receipt of the Seller's invoice. Buyer shall have no obligation to make any payment, and such payment shall be withheld, without any liability of Buyer or any right for any kind of compensation for Seller, until Seller has accepted the Deliverables to which such payment relates and/or Seller provides Buyer with an invoice which fully meets the applicable legal and contractual invoicing requirements. (e) Buyer may, at its absolute discretion, refuse to pay any invoice which does not comply with the terms of the Contract and/or which lists inaccurate amounts and/or prices, or which lists goods or services that were not ordered by Buyer. Where applicable, such non-compliant invoice will be returned to Seller for correction. (f) No acceptance of Deliverables or payment by Buyer shall prejudice Buyer's right thereafter to contest any invoice or reject any Deliverable that does not in all respects conform to the Contract. (g) Any Buyer is entitled to set off any receivable due to Seller against any receivable due from Seller.
- 5. Delivery and Performance.** (a) Seller shall make delivery to or perform (as applicable) at the place as specified in the Contract (the **Destination**) and on the date and time as stated in the Contract or as otherwise accepted expressly and in writing by Buyer (the **Delivery Date**). (b) Any Delivery Date is binding and of the essence, and Seller shall promptly notify Buyer if the delivery or performance will exceed the Delivery Date. (c) If the Deliverables are not delivered to or performed at the Destination and on the Delivery Date, Buyer may charge Seller liquidated damages in the amount equal to 5% of the price of the Deliverables provided in the Contract for each commenced week of delay, up to a maximum of fifteen (15) percent of the total price provided in the Contract. Buyer shall additionally be entitled to cancel the Contract and claim from Seller compensation for any incurred direct and indirect damages, costs or losses, including the cost of any replacement or return of Goods or re-performance of Services. (d) If Goods are delivered before the Delivery Date, Buyer shall be entitled, in its sole discretion, to refuse to take delivery or charge for insurance and storage of Goods until the Delivery Date. (e) Unless specified otherwise in the Contract, delivery of Goods shall be made Delivered Duty Paid (DDP Incoterms 2020) at Destination.
- 6. Acceptance by Buyer.** (a) Buyer shall have ten (10) Business Days as of the Business Day on which the full completion of the delivery or performance of the Deliverables to inspect the Deliverables and notify Seller of its acceptance or rejection thereof. Notwithstanding the foregoing, if Seller is required to install the Deliverables, such inspection period shall be minimum forty-five (45) calendar days as of full completion of the installation. Buyer's inspection shall be limited to defects or nonconformities that are reasonably visible at the moment of reception of the Deliverables. The absence of Buyer's acceptance or rejection within such inspection periods shall be considered as a tacit acceptance of the Deliverables, however, Buyer's failure to inspect the Deliverables or to notify Seller of any defects or nonconformities, shall not relieve Seller from any of its contractual or legal obligations arising out or in connection with any Contract. The

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signing by Buyer of any delivery slip, document of completion or performance sheet, the payment of any invoice, the transfer of title or user right over the Goods or the use of the Services shall not constitute an acceptance of the provided Goods or Services. **(b)** If Seller fails to deliver the Deliverables on time or in full, Buyer shall be entitled, at its sole discretion, to reject the Deliverables or the excess Deliverables, or request Seller to promptly complete the delivery, or to take any other measure deemed necessary to ensure its compliance with its relevant obligations of the Contract. **(c)** In case of rejection by Buyer, Seller shall immediately remove any rejected Deliverables from Buyer's premises at Seller's risk and expense and shall, upon Buyer's request, replace such rejected Deliverables by fully compliant Deliverables. In case of a rejected Service, Seller shall upon Buyer's request re-perform at Seller's risk and expense the Service until it is fully compliant. **(d)** Acceptance shall in any event be without prejudice to Buyer's rights and remedies in case of hidden defects.

7. **Risk and Title.** **(a)** Seller warrants that it has, upon delivery to or performance at the Destination, full and valid title to all Deliverables, free and clear of any liens or encumbrances of any kind whatsoever. **(b)** Risk and title shall pass to Buyer upon acceptance by Buyer of the Deliverables. Until such moment, Seller shall retain title to, and bear all risks of loss of or damages to, the Deliverables. **(c)** Buyer shall not be responsible for any pallets, containers, or other materials used for the delivery or the supply of the Deliverables and these must be removed from the Destination by Seller at Seller's sole risk and expense.
8. **Compliance.** **(a)** Seller shall inform Buyer immediately in writing where circumstances arise or come to its attention which indicate that compliance of Goods and/or Services with any provision under the Contract may not be possible or may be endangered. **(b)** Seller shall, and shall procure that its employees, agents and subcontractors shall, perform the Contract in compliance with all applicable laws and regulations (Belgian, foreign, European and international, in force from time to time, including,

food laws, tax and social security laws, labour laws, environmental, health and safety laws, data protection laws, trade (embargoes), import and export (control) requirements, and international requirements regarding protection of workers and non-use of child labour. **(c)** Seller shall obtain and maintain all licences, authorisations or permits that are required for Seller's performance of its obligations under the Contract and its compliance with applicable laws.

9. **Import, Export and Trade.** **(a)** If the delivery of Deliverables by Seller or any subsequent re-transfer (to the location as notified by Buyer to Seller in writing) requires the granting of a permit or license by a regulatory authority or other import or export authorization, Seller shall obtain such licenses and other authorizations prior to such delivery or re-transfer of the Deliverables. Seller shall maintain all necessary import and export permits, licenses, or authorizations at all times. If the delivery of the Deliverables by Seller or any subsequent re-transfer (to the location as notified by Buyer to Seller in writing) requires a registration with the authorities of the country concerned, Seller shall obtain such registration prior to such delivery or re-transfer of the Deliverables. **(b)** Seller shall provide Buyer with all information necessary to assess the import of, export of, and trade in the Deliverables, including any conditions and restrictions imposed by the licensing authorities which may impact the right to use or re-transfer the Deliverables. If any change in the conditions or restrictions affecting the use or re-transfer of the Deliverables becomes known to Seller at any time before or after delivery of a Deliverable, Seller shall immediately notify Buyer in writing, providing Buyer with all information reasonably required in order to assess the changed use or re-transfer conditions and restrictions affecting the Deliverables.
10. **Quality Assurance and Inspection.** Buyer shall have the right from time to time, during normal business hours and after reasonable notice to **(a)** inspect the Goods before purchase or delivery, wherever located, **(b)** obtain samples thereof for testing, and **(c)** obtain access to the factory site and other information of Seller, by on-site audit and



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other reasonable means, to establish compliance of the Goods and Seller's performance under the Contract. No such inspection, testing or inquiry shall be deemed to result in any variation of Seller's obligations or of Buyer's rights under the Contract.

11. General Warranty for all types of Goods and Services.

(a) Seller warrants that all Deliverables conform in all respects with (i) any reference sample requested and approved in writing by Buyer, the description, specifications and requirements provided in the Contract, or, to the extent no specifications are provided, with the best grade commercial specifications; if Seller wishes to change the specifications of any Deliverable, it shall submit details of the requested change to Buyer in writing; Seller may not change the specifications of any Deliverable without the prior and express written consent of Buyer; (ii) the service levels provided in the Contract (if applicable) and (iii) all applicable legal requirements and generally accepted standards in the industry. (b) Seller warrants that all Deliverables (i) are free from any defect or error in design, material, manufacturing or workmanship; (ii) are new and do not contain any used or reconditioned parts or materials; (iii) are of good quality, fit for any purpose expressly or impliedly held out by Seller or made known by Buyer and fit for use by Buyer in the ordinary course of its business; (iv) are manufactured only at factories and/or obtained only from sources that Buyer has approved or specified in writing and (v) shall not be detrimental to the health or safety of any person using or handling the Deliverables for any reasonably foreseeable purpose. (c) Seller shall provide the Services with reasonable skill and care and to the standard required of competent professionals. (d) Seller warrants that it shall respect a ninety (90) calendar day prior written notice to Buyer, if Seller wishes to exclude one or more of the Goods or Services from the Contract or if it wishes to permanently discontinue the production or sale of any Good or the provision of any Service for any reason.

12. Additional Warranties for specific types of Goods and Services.

(a) Seller warrants that Deliverables consisting of food, food ingredients,

food packaging materials or any product that comes into contact with food, food ingredients or food packaging materials are fit for human consumption and fit for their intended purposes, are correctly labelled and comply with any legislation relating to contamination, impurities, additives or other materials that adversely affect Buyer's ability to use or sell the Deliverables. (b) If any raw material is specified by Seller as having a certain source or origin, then Seller warrants that it shall not have used any such raw material of any other source or origin in manufacturing or supplying Deliverables for Buyer. (c) Seller warrants that perishable Goods shall upon delivery not be spoiled and shall have a remaining shelf-life of minimum 80% of the shelf-life held out by Seller or made known by Buyer and/or fit for the use of such Goods by Buyer in the ordinary course of its business. (d) Quality of the Deliverables is of the essence in Buyer's use or marketing of food products and Seller agrees that any of the foregoing warranties shall be adhered to in all respects.

13. Warranty Period and Remedies.

(a) For Services and non-perishable Goods, the warranties set out in clause 11 and clause 12 of the Terms apply for a minimum period of twenty-four (24) months following the date of acceptance of such Deliverable by Buyer, unless Seller has provided to Buyer a longer warranty. (b) The warranty period relating to perishable Goods takes an end upon expiry of the shelf-life of the relevant Goods held out by Seller or made known by Buyer. (c) If Buyer establishes during the applicable warranty period that a Deliverable does not comply with the warranties provided in clause 11 or clause 12 of the Terms (the **Non-Compliant Deliverable/Good/Service**), Seller shall remedy the Non-Compliant Deliverable within fifteen (15) calendar days from notification by Buyer or within the applicable time frame set out in such notification by Buyer, which means that Seller shall, at Buyer's option, either (i) repair the Non-Compliant Good to make it fully compliant or (ii) replace such Non-Compliant Good by an equivalent Good that is fully compliant or (iii) correct or re-perform any Non-Compliant Service. (d) If Seller fails to remedy any Non-Compliant

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Deliverable within the applicable time frame, Buyer shall have the right to purchase replacement goods or services from another source and any sum paid by Buyer in obtaining such replacement goods or services shall be fully reimbursed by Seller to Buyer. (e) The warranties for Deliverables under the Terms will also be applicable on the repaired or replaced Deliverables for the full initial warranty period under the Terms. (f) Any warranty or remedy under the Contract shall be without prejudice to Buyer's right to compensation for any damages and all its other rights and remedies under the Contract or by law. (g) In all cases where a Deliverable is Non-Compliant, (i) Buyer shall have the right to be reimbursed for the price paid for the Non-Compliant Deliverable, and (ii) all returns, repairs or replacements of Deliverables pursuant to this clause 13 shall be at Seller's risk and expense, including transportation charges (round trip charges for repair or replacement).

14. Recall. (a) In the event that Buyer must order or assist in a product recall or product withdrawal in connection with an order by a competent authority or any other reasonable cause (**Recall**), and such Recall is attributable to Seller, Seller shall be liable, and shall reimburse Buyer for the reasonable out-of-pocket costs and expenses relating to or arising out of such Recall. (b) Seller shall take out and maintain proper insurance against any risks relating to or arising out of a Recall. (c) Seller shall provide Buyer with all relevant and required information and assistance in the organisation of any Recall, whether attributable to Seller or not.

15. Intellectual Property Rights. (a) Seller warrants that the Deliverables do not infringe, and their use or sale by Buyer shall not infringe, any intellectual property right of any third party. Seller shall indemnify and keep indemnified Buyer against all claims, costs and damages resulting from any third party intellectual property rights infringement related to the Deliverables. (b) Seller may not use any trademark or other intellectual property rights owned by or licensed to Buyer, except if Buyer expressly authorises in writing such use.

16. Confidentiality and Publicity. (a) Seller acknowledges that all information relating to

Buyer or its business, including the content and existence of any Contract, which is not public knowledge otherwise than as a result of a breach of this clause 16 by Seller is confidential (**Confidential Information**). Seller shall keep Confidential Information strictly confidential and shall not, without Buyer's prior written consent, disclose Confidential Information to any third party. Seller shall use any Confidential Information exclusively in so far as is necessary for the performance of a Contract. (b) Seller may not use Buyer's logo, trade name or trademarks, whether in press releases, promotional, advertising or sales materials, or otherwise, without Buyer's express prior written consent in each and every instance. In case of breach of the terms of this clause 16, a fixed compensation of 25,000 euro shall be due by the Supplier, ipso jure and without serving a prior notice, subject to Buyer's right to increase this amount by sufficient sums to compensate all damages, without prejudice to any other rights Buyer may have by law or under the Contract. This clause 16 shall survive in the event of termination of the Contract for whatever reason.

17. Termination (a) Buyer may, without prejudice to any other rights or remedies it may have in terms of the Contract or in terms of applicable law, without prior judicial intervention and without any liability, terminate the Contract with immediate effect and reject any outstanding delivery of Deliverables, by providing written notice of such termination to Seller : (i) if Seller commits any breach of the Contract and (if such a breach is capable of being remedied) fails to remedy that breach within 10 (ten) calendar days of being notified in writing to do so; (ii) if Seller becomes bankrupt or insolvent, enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the Seller's undertaking or assets; or any event occurs, or proceeding is taken, with respect to Seller in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events specified in this section, to the maximum extent permitted by applicable law; or

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(iii) if Seller suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business. (b) In the event of termination of any Contract and/or any other transaction by Buyer, Seller shall, at its own cost and expense and regardless of the grounds for termination: (i) immediately hand over to Buyer any documents, records, plans or drawings it has acquired from Buyer within the scope of or for the purposes of fulfilling the Contract and/or any other transaction; (ii) immediately dismantle and remove its tools and equipment at the Destination, and any waste or debris produced by Seller's work shall be promptly removed and disposed of appropriately by Seller. If Seller does not fulfill its duties in this regard, Buyer may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to Seller. (c) Termination of a Contract shall not affect any of Buyer's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of that Contract that existed at or before the date of termination. Any provision of a Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18. Liability. (a) Seller shall be fully liable to Buyer for any direct or indirect damage, loss or expense arising from or in connection with any breach of contract or statutory duty, or negligent or culpable act or omission of Seller or of any of its employees, agents, subcontractors or assignees in the execution of the Contract. (b) Seller shall indemnify and keep indemnified Buyer against any claim or action by third parties resulting from any breach of contract or negligent or culpable act or omission of Seller or of any of its employees, agents, subcontractors or assignees in the execution of the Contract. (c) Each Buyer shall be solely liable for its own obligations under the Contract. Except in the event of intent or gross negligence, Buyer is not liable for any damage whatsoever arising from or related to failure to perform the Contract and/or any other transaction properly or on time, or for any breach of any contractual or non-contractual obligation. Buyer shall not be liable for loss or damage to equipment, objects or materials belonging to the Seller or its representatives or

subcontractors. (d) This clause 18 shall survive the termination of the Contract for whatever reason.

19. Force Majeure. (a) Neither party shall be liable to the other for any delay or non-performance of its obligations under a Contract to the extent to which such delay or non-performance arises from an event beyond its reasonable control which could not reasonably be foreseen or avoided at the moment of conclusion of a Contract and which renders the further performance of the affected obligations under a Contract by the affected party impossible, including acts of God, governmental interventions, war, fire, flood, explosions, civil commotions, armed hostilities, acts of terrorism, revolutions and blockades (each a **Force Majeure Event**). (b) A party whose performance is affected by a Force Majeure Event shall: (i) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations; and (ii) use reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event on the other party and the performance of the affected party's obligations and resume full performance of its obligations as soon as reasonably possible. (c) Either party can terminate the Contract, without being due compensation, when a Force Majeure Event lasts for more than twenty (20) continuous Business Days .

20. Insurance. Seller shall, at its sole expense and without affecting its liability under the Contract or any applicable law, take out and maintain, for the duration of the Contract and a period of twenty-four (24) months thereafter, all types of insurance necessary to insure its liabilities under the Contract and applicable law and including, if not otherwise explicitly provided in the Contract, public liability cover of not less than two (2) million euro per event, professional liability cover of not less than two (2) million euro per event and product liability cover of not less than two (2) million euro per event. The insurance shall be in the name of Seller and with insurers reasonably acceptable to Buyer.

21. Notices. All approvals, consents, waivers, and notices under the Contract shall be in writing and shall be delivered by hand, by courier service, by registered post, or by email with delivery



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confirmation, to the relevant party at that party's registered address or other address or email address as stated in the Contract. All notices if so addressed shall be deemed to have been duly given upon delivery if delivered by hand or by such courier, or upon delivery confirmation if made by e-mail, or five (5) calendar days after the date of dispatch if made by registered post. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

22. Miscellaneous Terms (a) **Entire Contract.** The Contract constitutes the entire agreement between Buyer and Seller with respect to the subject matter thereof and supersedes all prior agreements, understandings, and communications, written or oral, with respect thereto. (b) **Conflicting Terms.** To the extent that any acceptance, invoice, shipping document, or other document issued in connection with the purchase of Deliverables by Buyer contains terms or conditions that conflict with the terms of a Contract (including these Terms), then the terms of the Contract shall prevail. To the extent that any specific terms of the Order, including any attachments thereto or documents referred to in the Order conflict with these Terms, then the specific terms of the Order shall prevail. (c) **Variation.** No variation, waiver, supplement, removal or replacement of these Terms or of any other terms of the Order shall be valid or effective unless made in writing and signed by an authorized representative of the Buyer. (d) **Assignment and other Dealings.** Seller may not, directly or indirectly, assign, delegate, subcontract, or otherwise transfer any of its rights or obligations under the Contract without the prior express and written consent of Buyer. Seller shall inform Buyer of any actual or intended assignment by operation of law. In case of subcontracting, the Seller shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own, regardless of Buyer's acceptance of such subcontracting. Buyer shall be entitled to assign or transfer a Contract, in whole or in part, to any member of the Milcobel Group of companies or in connection with the sale, transfer, merger, consolidation, or

any disposition of all or substantially all of its assets or business, upon giving written notice thereof to Seller. (e) **Relationship between Buyer and Seller.** Nothing in any Contract, and no action taken by the parties pursuant thereto, shall constitute a partnership, association, joint venture or other co-operative entity between Buyer and Seller and Seller has no powers to commit or bind Buyer in any way or to incur any liability or obligations for or on behalf of Buyer. Buyer and Seller will act as independent contractors. (f) **Severability.** If any provision of a Contract is determined to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality or unenforceability shall only affect such provision or part thereof, and the remaining part of such provision and all other terms of the Contract shall continue in full force and effect. (g) **Applicable Law and Jurisdiction.** Any and all disputes arising out or in connection with any Contract shall be exclusively governed by the laws of Belgium, to the exclusion of any other choice of law and/or national or international conflict-of-law rules. The applicability of the Vienna Sales Convention (1980) is expressly excluded. Any and all disputes arising out or in connection with any Contract shall be submitted to the exclusive jurisdiction of the competent courts of Ghent, division Ghent, Belgium.