

## GENERAL TERMS AND CONDITIONS

### Article 1. Definitions

1. In these general conditions, the terms indicated hereafter with a capital letter shall be used with the following meaning unless explicitly indicated otherwise:

**Customer:** any (legal) person who has concluded or wishes to conclude an Agreement with Para Siempre B.V. (trading under the names Para Siempre B.V. and MILLS NUTRIENTS, registered with the Chamber of Commerce under number: 60.45.39.90). **Supplier:** MILLS NUTRIENTS;

**Agreement(s):** the agreement between the Supplier and the Customer in relation to the purchase, sale and delivery of the Products (including acceptance of a Purchase order); the Party (Parties): Supplier and Customer individually or collectively; the Product(s): the items listed in the purchase order/Agreement; **Conditions:** these general terms and conditions of sale.

**Confidential Information:** all visual, verbal, written and/or electronic information and data which, either directly or indirectly are published by the providing Party to the receiving Party or the management and/or staff of the receiving Party including but not exclusively information relating to business management, products, manufacturing methods, financial information, prices, market information, customers and/or suppliers and/or competition sensitive information; **Purchase order:** the order to proceed with the procurement of Products and/or Services (if any); in the event a Purchase order is placed following an offer made by the Supplier, this act shall constitute an acceptance of that offer resulting in an Agreement;

### Article 2. Scope

1. These Conditions shall apply to any and all offers from the Supplier (including offers or request thereto) and Agreements concluded and to be concluded by it insofar as these Conditions are not explicitly deviated from in writing by the Parties.

2. The applicability of the general conditions maintained by the Customer are hereby explicitly rejected. The simple fact of entering in the Agreement entails that the Customer waives any existing general conditions on its part, so that all the Agreements are exclusively subject to the application of these Conditions.

3. Deviations from these Conditions are only binding to the Supplier, if and insofar as the Supplier has confirmed these in writing (no oral modification allowed).

4. In the event that the Conditions and the Agreement should contain contradictory clauses, the Agreement prevails.

5. In the event that one or more of the clauses of these Conditions should be invalid, in breach of the law or unenforceable in any other way, such does not detract from the validity of the remaining clauses. The Parties shall negotiate concerning a new clause to replace the invalid or unenforceable clause, which shall follow the intent of the invalid or unenforceable clause insofar as possible.

6. No rights may be derived in any way in relation to the (sub)headings as implemented in these Conditions. The (sub) headings do not impede the content or validity of each (sub) article as used in these Conditions.

7. Supplier shall provide or otherwise make available the Services, if any, to the best of its knowledge and abilities.

### Article 3. Offers, proposals and the conclusion of an Agreement

1. All offers, bids, price lists, etc. of the Supplier will be non-binding, unless they specify a due date for acceptance. Payment will take place in euros (in the Netherlands) without deduction of any discounts, banking charges or debt settlement.

2. The prices handled by the Supplier, as used in offers, bids, price lists and reported prices are exclusive of VAT and potential costs. These costs can consist of transport costs (if in deviations to these Conditions a certain other transportation method has been agreed), administration costs and declarations by involved third parties. Unless otherwise agreed upon in writing.

3. An Agreement between Supplier and Customer is realized because the Customer (i) accepts the offer from the Supplier or (ii) places a Purchase order or (iii) the Supplier may reasonably rely on acts from the Customer that an Agreement was concluded. In any event payment of an invoice from the Supplier shall constitute acceptance.

4. Any agreements or changes made subsequently, as well as (verbal) agreements and/or undertakings of personnel of the Supplier or on behalf of the Supplier by salespersons, agents, representatives or other intermediaries are only binding to the Supplier if and insofar as these have been confirmed in writing by the Supplier.

5. All prices are based on the monetary conditions of national and foreign currencies, import duties and other taxes and tariffs that influence the cost price and were applicable at the time the agreement was entered into. If one or more of these factors change before delivery has taken place in accordance with the agreed delivery time, the price shall be adjusted to provide an equitable discount in light of the change.

6. Offers, bids and prices are not automatically applicable for reorders.

7. Shown and/or provided samples and models, including indications of color, dimension, weights and other descriptions in brochures, promotional materials and/or on the website of the Supplier are as accurate as possible, but are only intended as examples. No rights may derive from the same, unless the Parties expressly agree otherwise.

8. The samples and models indicated in the previous point remain the property of the Supplier at all times and must be returned to the Supplier at the first request, unless the Parties have agreed otherwise expressly in writing.

9. If between the date of entering into the Agreement and the execution of the Agreement, the government and/or trade organizations make changes to the wages, working conditions, social insurance, etc, the Supplier shall be entitled to charge the increases to the Customer. If between the above-mentioned dates, the Supplier and/or sub-suppliers issue a new price list and the same comes into operation, the Supplier is entitled to charge the Customer the prices specified in the same.

#### **Article 4. Contractual negotiations**

1. The Supplier is entitled to break negotiations about an Agreement still to be concluded at any time. The Customer may, in the event of broken negotiations, never require that further negotiations be carried out or claim any compensation for any costs incurred and/or damages suffered or yet to be suffered regardless of the grounds for such damages.

#### **Article 5. Delivery, delivery deadlines**

1. The specified delivery periods within Products have to be delivered or work has to be done will never be regarded as binding due dates unless the Parties expressly agree otherwise in writing. If the Supplier does not fulfill his obligations in the Agreement or does not do so in a timely manner, he will be in default and notified in writing. Exceeding the delivery period does not oblige the Supplier to pay any compensation.
2. In case of deliveries in installments, each installment or phase will be regarded as a separate transaction and the Supplier will be invoiced per transaction.
3. Unless other delivery conditions have been agreed, the delivery will take place INCOTERMS 2020 EXW (Ex Works), set forth by the International Chamber of Commerce. The aforementioned shall not affect the provisions of article 11 Ownership Conditions. The Customer is responsible for loading the Products on their transport and everything else necessary to get the goods to the final destination.
4. If it is agreed that the Supplier shall be responsible for arranging carriage of the Products to the named place - such as pursuant to INCOTERMS 2020 CPT (Carriage Paid To) - the Supplier shall not be responsible for insuring the goods to the named place and risk transfers from Supplier to Customer at the point where the goods are taken in charge by a carrier, unless agreed otherwise in writing. The Supplier is not liable for damage of any nature and form, whatsoever, relating to the transport, and whether or not occurring to the Products themselves. Unless otherwise agreed upon in writing.
5. If it is found that due to a cause falling within the scope of control of the Customer, it is not possible to deliver the Products to the Customer, or to execute the work to be carried out, the Supplier reserves the right to store the Products on the account and risk of the Customer.
6. After storage there is a term of 10 calendar days within which the Customer must put the Supplier in a position to deliver the Products or within which he must pick up the Products, unless otherwise agreed upon in writing.
7. If the Customer remains in violation after expiry of the deadline indicated in section 6 of this Article, the Customer is in default and the Supplier has the right to cancel the Agreement in whole or in part in writing and effective immediately without previous proof of default, default notice, without legal intervention and without compensation of damages, costs and interest. The Supplier is then also authorized to sell the Products to third parties.
8. The above will not affect the obligation of the Customer to perform the Agreement at the agreed price or the stipulated or due price, as well as to pay storage costs and/or other costs if any.
9. The Supplier will be entitled to demand security or advance payment from the Customer before making delivery, to ensure that the Customer fulfils its financial obligations.
10. The measurements and weightings of the Products as communicated by the Supplier are decisive, for example to establish the delivered amount. The Customer is always entitled to be present or represented at the measurement or weighting for the purpose of supervision.

#### **Article 6. Progress of delivery**

1. The Supplier cannot be required to start the delivery-process of Products earlier than all of the necessary data are received and he has received any possible (pre)payment agreed upon. For delays, the indicated delivery deadline will be increased accordingly.
2. All expenses in connection with the execution of the (amended) Agreement incurred by the Supplier at the request of the Customer shall exclusively be borne by the latter, unless the Parties expressly agree otherwise in writing.

#### **Article 7. Receipt of the Products by the Customer**

1. The Customer is obliged to take delivery of the Products at the time of delivery by the Supplier unless the Parties explicitly agree that the Supplier shall store the Products at the expense and risk of the Customer.
2. If the Customer does not collect the Products at the time of delivery by the Supplier and no other agreements have been made in that regard, the Customer shall be in default without further notice and the Supplier may store the Products at the expense and risk of the Customer. All costs arising from the aforementioned circumstances, including, amongst others, the storage costs are payable by the Customer and shall be settled by the Customer before the Supplier shall be obliged to deliver the Products concerned. That stipulated in this section is applicable without prejudice to other rights belonging to Supplier.

#### **Article 8. Packaging**

1. The packaging in which Products are delivered should not be used by the Customer for any other purpose than those for which it is intended.
2. The Products ordered will be delivered in the Supplier's preferred packaging. Slight deviations in indicated dimensions, weights, numbers, colors etc. do not apply as deficiencies on the part of the Supplier.

#### **Article 9. Complaints and return shipments**

1. The Customer is bound to carry out an inspection immediately after receiving Products. Possible visible defects, faults, deficiencies, violations and/or deviations in number must be noted on the freight bill and the packing list and immediately reported to the Supplier at the latest within 48 hours after the Products are available for collection.
2. Complaints must be made in writing and must be substantiated on their nature and (legal) basis by means of a default notice, failing which, the Customer is considered to have accepted the Products and/or Services performed.
3. With respect to deficiencies in natural products, no returns will be honored if these deficiencies are connected with the type and characteristics of the raw materials from which the Products are made, to be determined by the Supplier.
4. Complaints will not suspend the payment obligations of the Customer.
5. Use of the Products and/or resale entails acceptance by the Customer.
6. The provisions of sections 1 of this Article does not detract from the Customer's rights in relation to hidden defects. The Customer is obliged to notify the Supplier in writing of any hidden defects within five (5) business days after these have been ascertained or should reasonably have been ascertained, by in any case no later than six (6) months after receipt of the Products.
7. In the event of a complaint, the Customer is obliged to keep the relevant Products at the disposal of the Supplier for closer inspection. The Customer is moreover also obliged to cooperate in any other way in any investigation into the Products by the Supplier as well as to grant the Supplier access to its premises in that regard.
8. A complaint does not entitle the Customer to suspend any (payment) obligations in relation to the Supplier and/or to claim a settlement of debts.
9. Returning the Products is only permitted after prior written authorization from the Supplier, under conditions to be defined in more detail by the Supplier, amongst others in relation to the costs and the method of the return. If Products are returned without the Supplier's consent, the dispatch and storage of the goods shall be at the expense and at the risk of the Customer.
10. If the Products are found to have been wholly or partially processed or changed, damaged or repacked, the right/ground for complaint has lapsed.
11. The Supplier shall only deviate from the above-mentioned sections when required to do so on the basis of Part 1, Book 7, of the Dutch Civil Code for the benefit of a consumer, as defined therein.

#### **Article 10. Liability, guarantee and indemnification**

1. The Supplier performs his task as would be expected of a company in its industry, but does not assume any liability for damage, including bodily injury and death, consequential losses, company damages, loss of profit and/or stagnation damage that is the consequence of the actions of the Supplier, his personnel or by third parties contracted by him, unless authoritative determinations apply to the contrary. The limitations included in this Article regarding liability do not apply if the damage is a result of intention and/or conscious negligence by the Supplier, his management and/or his supervisory personnel.
2. The Supplier undertakes that at the time of delivery the Products shall as regards workmanship and material be free from any significant defect and shall be in accordance with the agreed quantities and types and the product specifications applicable as stipulated in the Agreement.
3. If no warranty term is stated in the Agreement or if no (separate) warranty agreement has been entered into, a warranty period applies for three (3) months after delivery. The warranty covers the defects resulting from defective parts, materials or manufacturing, if such defects materialized. The warranty exclusively entails that the Supplier is obliged to deliver any Products still missing, to replace Products delivered or to accept Products back and to refund the Customer for the corresponding amount of the invoice and to compensate the costs related to sending back these Products. The Supplier shall not in any event accept any further obligations, including the reimbursement of any other costs, damage and/or interest.
4. Other conditions and warranties in relation to the quality or suitability of the intended use of the Products are applicable in the event that these are agreed in writing between the Parties.
5. All agreements concerning the warranty lapse if the Customer adapts or processes or makes changes to the Products delivered without prior written authorization from the Supplier or does not use the Products delivered in accordance with the instructions for use or uses or allows these to be used improperly, such as but not limited to opening the Product, changing or replacing certain components or not used in accordance with the respective manuals
6. The Supplier's liability is at any time limited to the amount of the payment by the insurer of the Supplier in the present case, to the extent that the Supplier is insured for this. If and insofar as no payment is made under insurance policy, the joint liability of the Supplier, its board members, shareholders, directors of its shareholders and the persons who work or have worked for the Supplier or engaged by the Supplier is limited in its entirety to an amount not exceeding the fee invoiced in the twelve (12) month period immediately preceding the enforcement date of claims, subject to a maximum of

ten thousand euro (EUR 10,000.00).

7. The Supplier assures the normal quality and reliability of the delivered Products, the actual life span of it however can never be guaranteed.

8. If there are visible faults in the Products delivered, deficiencies and/or defects, which were present at the time of delivery, the Supplier is obliged to repair or replace the Products, at his choice, free of charge.

9. The Supplier does not guarantee and will never be considered to have guaranteed that the delivered Products are suitable for the use for which the Customer wishes to process them, alter them or use or have them used.

10. If the Products delivered by the Supplier have a manufacturer's guarantee, this will be valid between the Parties in the same manner. The Supplier will inform the counterparty of this.

11. The Customer will lose its rights against the Supplier and will be liable for all damage and indemnifies the Supplier against all claims of third Parties relating to damage compensation, if:

(a) the above-mentioned damage arose due to injudicious use and/or use of instructions, advice, instructions for operation of Products delivered and/or in contravention of instructions issued by the Supplier;

(b) the above-mentioned damage arises due to faults or inaccuracies contained in the information (including) user manuals, product descriptions, warnings, etc.), all in the widest sense of the term, that have been provided and/or prescribed to the Supplier by or on behalf of the Customer.

12. By entering into an Agreement with the Supplier, the Customer has guaranteed and guarantees that:

(a) it is not involved or shall not be involved in or in the preparation or promotion of illegal professional and commercial hemp cultivation and or illegal sale of cannabis;

(b) it is not involved, or shall not be involved in criminal activities;

(c) is not found guilty of any criminal offense(s) or (currently) charged with criminal offenses;

(d) it will immediately report to Supplier, if it is established or suspected that it, or one of its employees/directors/shareholders or any other affiliated person, is involved in criminal activities and/or charged with criminal offenses;

(e) its assets do not originate from illegal drug trafficking, money laundering, tax fraud and/or other criminal activities.

13. Save for the event of willful intent or gross negligence on the part of the Supplier, the Customer indemnifies the Supplier from and against any claims, rights and/or causes of action of a third party against the Supplier that directly or indirectly arise from or are connected with the Agreement and activities performed or to be performed by the Supplier for the Customer, such inclusive of (indirect) loss, damage, costs and expenses suffered or incurred by the Supplier in connection with any such claim, right or cause of action.

#### **Article 11. Payment**

1. Payment of the invoices must be made within 30 days after the date of the invoice, unless the Parties expressly agree otherwise in writing.

2. At the option of the Supplier the Agreement may, in the above circumstances or circumstances similar to the same, and without the need for further notice of default or judicial intervention, be terminated in whole or in part, whether or not in combination with a demand for damage compensation.

3. In the event of failure to pay (in advance) in full on time, the Customer shall lawfully and without any notice being required be in default and the Customer shall from the start of the default owe interest on the amount payable (inclusive of VAT) at a contractually monthly interest rate of two (2) %.

4. If the Customer does not fulfill its payment obligation in time, the Supplier is entitled to suspend the fulfillment of the obligations towards the Customer to deliver or to carry out work, until the payment is made, or suitable security for the same is provided. The same shall apply even before the time at which default commences, if the Supplier has a reasonable suspicion that there are grounds to doubt the creditworthiness of the Customer.

5. The payments made by the Customer shall first be applied to settle all the outstanding interest and costs and then against the longest outstanding invoices that are payable, unless the Customer expressly states at the time of payment, that the payment relates to a later invoice.

6. If the Customer, regardless of reason, has one or more claims against the Supplier, then the Customer foregoes the right to settlement. The above-mentioned relinquishment of rights to set-off shall also apply if the Customer applies for (temporary) suspension of payments or is declared bankrupt.

#### **Article 12. Ownership conditions**

1. The Supplier retains the ownership of the Products delivered and to be delivered until the Customer fulfils the related payment obligations toward the Supplier. The payment obligations consists of the payment of the purchase price, together with claims for the work done relating to the delivery, as well as claims in this connection, damage compensation if any due to shortcomings in the fulfillment of the obligations by the Customer.

2. Products subject to ownership conditions may only be sold on by the Customer within the framework of the normal operations.

3. If then user invokes the right of retention of title, the relevant agreement in this connection shall be regarded as having been terminated, without prejudice to the right of the Supplier to demand damage compensation, loss of profits, and interest. The Supplier is entitled to gain access to the goods for the purpose of retrieving them himself or having them retrieved, if he so desires, and the Customer shall commit himself to render full cooperation in order to facilitate the

retrieval at the first request of the former.

4. The Customer is bound to inform the Supplier within 24 hours about the fact that third parties are enforcing rights on Products that are subject to a right of retention of title under the present article, otherwise the Customer has to compensate the damage which has been caused.

#### **Article 13. Security**

1. Until the time at which the Customer has completely fulfilled payment toward the Supplier, the Customer is not authorized to:

- (a) deliver the Products to third parties as secondary security;
- (b) to establish a right to security without property;
- (c) to submit the Products to the factual power of one or more financiers for storage.

2. If the Customer acts contrary to the previous section, then this will be considered an accountable deficiency on their part. In such case, the Supplier may immediately, without being bound to issue a notice of default, suspend the performance of its obligations under the agreement, or terminate the same, without prejudice its right to claim compensation of damage, loss of profits and interest.

#### **Article 14. Bankruptcy, loss of power to dispose of property, etc.**

1. The Supplier may dissolve the Agreement, without legal intervention and without any proof of default being required, at the time that the Customer:

- (a) is declared to be in a state of bankruptcy;
- (b) a (temporary) moratorium on payment is requested;
- (c) there is executorial seizure;
- (d) is put under wardship or guardianship;
- (e) otherwise loses the disposition authorization or legal capacity to act regarding assets of or parts of them.

#### **Article 15. Force majeure**

1. Force Majeure is defined as circumstances in connection to persons and/or material which the Supplier uses or should use in the execution of the Agreement and which are of such a nature as to make the execution of the Agreement impossible or so difficult and/or unreasonably costly that fulfilment of the Agreement in all reasonableness cannot or cannot immediately be expected of the Supplier.

2. In any event, force majeure includes - but is not limited to: war and comparable situations, government measures, strikes, lock-outs, impediments by third parties; transport difficulties, including delays at national borders; unforeseen technical complications by the Parties; loss of working hours due to frost or other weather conditions; fire, explosion, other serious disruptions to the Supplier's business which do not fall under the Supplier's liability and circumstances that cause the Supplier not, not in time or not properly to receive work to be carried out by a third party and which is important in connection with the work to be provided by the Supplier.

3. During a situation of force majeure, the delivery and other obligations of the Supplier shall be suspended. In the event the period in which fulfilment of the obligations by the Supplier is not possible due to force majeure lasting longer than one month, the Supplier is entitled to dissolve the Agreement without it in that case giving rise to any obligation to compensation for any damages.

4. If the Supplier has already met its obligations in part when the case of force majeure occurs or is only able to meet its obligations in part, it shall be entitled to, in so far as not has been invoiced, invoice the already delivered or deliverable part separately and the Customer shall be bound to settle such an invoice as if it relates to a separate agreement in such a case. However, this is not applicable if the part already delivered or the deliverable part does not have any independent value.

#### **Article 16. Dissolution, annulment, cancellation**

1. The Customer relinquishes all its rights to terminate the agreement under article 6:265 etc. of the Civil Code, or other statutory provisions, unless the cancellation has been agreed under the present Article.

#### **Article 17. Confidential Information**

1. All Confidential Information (including the intellectual property rights) shall remain the property of the issuing Party. The provision of Confidential Information by the issuing Party to the receiving Party cannot in any way be considered a transfer of rights or the provision of a license to use the Confidential Information.

2. The receiving Party undertakes in relation to the issuing Party not to make the Confidential Information known either directly or indirectly to third parties or to make it wholly or partially available to such either verbally or in writing without prior written authorization from the issuing Party and to maintain strict confidentiality in relation to the Confidential Information. The receiving Party also undertakes not to use the Confidential Information in such a way as to (allow) damage to the issuing Party, nor shall the receiving Party use the Confidential Information for any purpose other than the execution of its obligations on the basis of the Agreement concluded.

3. The receiving Party shall not copy the Confidential Information in any form whatsoever. In addition, the receiving Party undertakes at the first request of the issuing Party as well as in the case of the termination and/or end of the Agreement concluded to immediately return to it: (I) all documents in its possession as well as any copies and extracts made thereof, in any form whatsoever, which records the Confidential Information; (II) all other (electronic) data carriers on which the



Confidential Information is recorded; (III) all notes for the realization of which the Confidential Information was used; (IV) all documents, memoranda, reports, etc. that contain the Confidential Information whether or not adapted and/or for the realization of which the Confidential Information was used.

**Article 18. Intellectual and industrial property**

1. The Supplier remains the owner of any pictures, drawings, calculations, explanations, inspection documentation, samples, diagrams, models, advise or other documentation made available to the Customer with an offer made by the Supplier or in an Agreement concluded with the Supplier or disclosed to the Customer. The aforementioned pictures, drawings, calculations, etc. must also be returned to the Supplier upon first request.
2. All intellectual and industrial property rights incumbent on the Product, packaging, instructions for use, etc., as well as to the documentation stipulated in section 1 of this Article of the Conditions and/or in relation to the Product, packaging, instructions for use, etc. as well as those that may be enforced on the documents stipulated in section 1 of this Article of the Conditions and/or in connection with the Product, packaging, instructions for use, etc. as well as those acquired in connection to the documentation stipulated in section 1 of this article of the Conditions are exclusively held and/or are exclusively attributable to the Supplier. The Customer shall only be entitled to use such packaging and/or instructions for use with explicit written authorization from the Supplier.
3. The Customer shall be considered to be familiar with the fact that patents are used in the manufacture of Products. The Customer shall refrain from any action that should constitute a breach of one or more of these patents. Customer shall also inform relevant third parties or buyers where patents were used in the manufacture of the Product and that the patent rights must be respected. The Customer shall finally immediately inform the Supplier in detail in the event that they become aware of a breach in any way whatsoever of one or more of the Supplier's patents. The Customer further indemnifies the Supplier from any claims pursuant to any breach of the aforementioned (patent) rights and shall compensate the Supplier for any damage suffered as the result of any breach. In the event of an (alleged) breach, the Supplier shall immediately be entitled to suspend the fulfilment of the Agreement either in whole or in part or to terminate the Agreement.

**Article 19. Remaining clauses**

1. The Customer is never authorized to offset any obligation payable on its part with an obligation of the Supplier to the Customer.
2. All legal claims of the Customer on the Supplier on the basis of an Agreement or the law have a period of limitation of one year after the period of limitation starts in accordance with the legal regulations.
3. The last present or sent version of these Conditions is applicable.
4. The Supplier is authorized to make amendments to these Conditions. These amendments will become effective on the specified effective date except for Agreements concluded before that date. The Supplier shall send the amended Conditions to the Customer in good time. In the event that no effective date is notified, the amendments shall become effective in relation to the Customer as soon as the amendment is notified or known to him.

**Article 20. Applicable law jurisdiction**

1. The legal relationship between the Parties is governed by the law of the Netherlands, with the exclusion of the Vienna Convention on International Sales of Goods 1980.
2. The Dutch text of these Conditions is the binding text.
3. All disputes, including those which are only so regarded by one of the Parties arising from or connected to the Agreement subject to these Conditions or the conditions themselves and their interpretation or execution, both de facto and de jure and/or further agreements resulting therefrom, shall be settled:  
(A) in case of a Customer which has its residence located in the European Union: by the competent court of the court district of Amsterdam, the Netherlands; or  
(B) in case of a Customer which has its residence located outside the European Union: in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, and (i) the arbitral tribunal shall be composed of one arbitrator, (ii) the arbitral tribunal shall be appointed according to the list procedure, (iii) the place of arbitration shall be Amsterdam, the Netherlands, (iv) the proceedings shall be conducted in the English language, (v) the arbitral tribunal shall decide as amiable compositor and (v) consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in Article 1046 of the Dutch Code of Civil Procedure and Article 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded.