

GENERAL PURCHASE CONDITIONS OF HALIX B.V.

Article 1 - Definitions

The following capitalized words and expressions used in these general purchase conditions of HALIX B.V. are defined terms to which the following meaning is assigned:

Article: a provision of these General Conditions;

Contract: a contract between HALIX and Supplier which is concluded in accordance with article 3.4 of these General Conditions;

General Conditions: these general purchase conditions of HALIX B.V.;

GMP and GDP Standards: Good Manufacturing Practice principles and guidelines as set out in amongst others European Commission Directive 2003/94/EC and EudraLex Volume 4 ("Good Manufacturing Practice for Medicinal Products for Human and Veterinary Use") and Good Distribution Practice principles and guidelines as set out in European Commission Directive 2001/83/EC, as amended from time to time.

HALIX: HALIX B.V., having its registered office in 2333 CH Leiden, the Netherlands at J.H. Oortweg 15;

Products: any movable goods to be purchased from Supplier by HALIX and to be delivered by Supplier to HALIX, or purchased from Supplier by HALIX and delivered by Supplier to HALIX pursuant to a Contract, such as but not limited to materials, packaging materials, devices and so on;

Order: any written purchase order issued by HALIX for the supply and delivery of Products and/or, as the case may be, the provision of Services by Supplier to HALIX;

Supplier: the potential counter party or counter party of HALIX;

Services: any services rendered or to be rendered by Supplier to HALIX by Supplier which are designated or referred to in the relevant Contract;

Specifications: a separate document provided by Supplier to HALIX which stipulates, without any exemption, all quality, quantity, hygiene and packaging requirements, and the limitations thereof, the certificates of conformity, the certificates of analysis and other certificates required by HALIX, if any, for each type of Product to be delivered to HALIX and for which Supplier accepts responsibility.

Article 2 - Applicability

2.1 THE APPLICABILITY OF GENERAL TERMS AND CONDITIONS USED OR REFERRED TO BY SUPPLIER IS HEREWITH EXPLICITLY REJECTED. These shall not apply to the legal relationship between HALIX and Supplier.

2.2 These General Conditions are applicable to all legal relationships of HALIX acting as potential purchaser of the Products and/or the Services.

2.3 Stipulations deviating from these General Conditions must be made in writing and signed by duly authorized persons of HALIX and Supplier.

2.4 Whenever "written" or "in writing" is used in these General Conditions, it shall mean by fax, e-mail, internet, electronic data transfer or by means of any other electronic medium.

2.5 The general provisions of these General Conditions as well as the provisions of these General Conditions that relate to Products shall apply, if HALIX purchases Products from Supplier pursuant to a Contract. The general provisions of these General Conditions as well as the provisions of these General Conditions that relate to Services shall apply, if Supplier renders Services to HALIX pursuant to a Contract. If HALIX purchases Products from Supplier and if Supplier renders Services to HALIX pursuant to a Contract, all provisions of these General Conditions shall apply.

Article 3 - Conclusion of Contract

3.1 An offer made by Supplier, including an offer made without engagement, cannot be revoked after acceptance of such offer by HALIX in writing.

3.2 A request for an offer by HALIX is without engagement.

3.3 HALIX shall only be bound by an Order, if the Order is in writing and not immediately revoked by HALIX after issuance.

3.4 If Supplier makes an offer for the sale and supply of Products and/or the provision of Services, a Contract is concluded when HALIX accepts this offer in writing by issuing an Order. If an Order is

placed by HALIX without a prior offer having been made by Supplier, a Contract is concluded, unless Supplier notifies HALIX within three (3) calendar days of the date of the Order that it does not accept the Order or HALIX revokes the Order within three (3) calendar days of the date of the Order. A Contract between HALIX and Supplier is concluded when Supplier has signed the Order for agreement and it is returned for confirmation to and received by HALIX. A Contract is also concluded when Supplier carries out the Order with HALIX's consent but without Supplier having accepted the Order in writing.

3.5 If in the Order reference is made by HALIX to Specifications which are not attached to the Order, these shall be part of the Contract and it shall be assumed that Supplier is aware thereof, unless Supplier informs HALIX immediately of the contrary. In such case, HALIX shall inform Supplier of these Specifications.

Article 4 - Price and Payment

4.1 The price of the Products and/or the Services shall be based on delivery DDP (HALIX's facility, Leiden, the Netherlands) (Incoterms 2010), exclusive of VAT, excise tax and other taxes and duties, unless agreed otherwise in writing.

4.2 Unless agreed otherwise in writing, prices for the Products and/or the Services are fixed and no increase in the price specified in the Order may be made for any reason without the prior written consent of HALIX.

4.3 Unless agreed otherwise in writing, the price for the Products and/or the Services shall be payable by HALIX to Supplier within thirty (30) calendar days from the date of delivery of the Products or, as the case may be, the date of completion of the Services, unless agreed otherwise in writing. Each invoice shall make a reference to HALIX's Order number. If payment is late, HALIX shall not be in default until it has received a notice of default from Supplier in which it is granted a reasonable period for performance of its obligations under the Contract. If payment is still late and interest is due, the interest rate shall be equal to the ECB's interest rate for basic refinancing transactions.

4.4 Payment shall not constitute an admission by HALIX as to the proper performance by Supplier of its obligations under a Contract.

4.5 HALIX is entitled to set-off the amounts due to Supplier under a Contract with any and all amounts owed by Supplier to HALIX for any reason whatsoever.

4.6 In case of Supplier not or not properly performing its obligations under a Contract, all extrajudicial costs, explicitly including costs incurred in respect of drafting and sending demands for performance, conducting settlement negotiations and other acts in preparation of potential legal proceedings as well as all judicial costs which HALIX incurs as a result of Supplier's non-performance shall be borne by Supplier.

Article 5 - Delivery and Time of Delivery

5.1 Delivery of the Products and/or the Services is to be made on the basis of delivery DDP (HALIX's facility, Leiden, the Netherlands) (Incoterms 2010), unless agreed otherwise in writing.

5.2 Deliveries of the Products are to be made in the quantities specified in the Order. HALIX will have no liability to pay for Products delivered to HALIX which are in excess of quantities specified in the Order. Shipments in excess of the quantity of any Products ordered shall, at HALIX's discretion, be returned to Supplier at Supplier's risk, cost and expense. When the Products are to be delivered in bulk a positive or negative deviation of two percent (2%) with respect to the agreed quantity of the Products, unless agreed otherwise in writing, shall be accepted by HALIX and such deviation does not result in a change of the price.

5.3 Time shall be of the essence under a Contract where a delivery or performance date is specified in the Order, unless agreed otherwise in writing. Where such date is stated as approximate or is not specified, HALIX may by written notice to Supplier specify a delivery date for the purposes of which time shall be of the essence.

5.4 If Supplier fails to effect delivery on or by the date so specified, Supplier shall automatically be in default without a notice of default having to be given. In such case, HALIX may rescind, in whole or in

part, or terminate the Contract with immediate effect, without any compensation being due by HALIX and without prejudice to any other rights or remedies HALIX may have.

5.5 If Supplier is, or is likely to be, unable to effect delivery of the Products or, as the case may be, provide the Services on or by the date so specified, Supplier shall promptly give HALIX written notice of the relevant circumstances together with a date upon which Supplier reasonably expects to be able to perform the Contract.

5.6 In the event that the Products are delivered before the delivery date specified in the Order without the prior written consent of HALIX, HALIX shall be entitled to refuse delivery or to accept delivery and charge Supplier for the costs of insurance and/or storage thereof until the agreed date for delivery. Early delivery of the Products does not lead to a change in the agreed payment date for the Products.

5.7 HALIX may change delivery and performances dates or direct temporary suspension of scheduled shipments by giving notice hereof to Supplier. In such event, Supplier shall store the Products for a reasonable period of time having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery, all such without any extra costs being charged to HALIX.

5.8 If applicable, Supplier agrees to follow instructions from HALIX concerning loading, packaging, labelling and marking of the Products, means of transport, routing and invoicing of transport, as well as insurance cover during transport.

Article 6 - Packaging

6.1 Supplier undertakes to load, package, label and mark the Products properly and in accordance with applicable laws, rules and regulations at no additional cost to HALIX. If Supplier fails to do so, Supplier shall indemnify and hold HALIX harmless from and against any and all claims for compensation of damages, losses, costs and expenses suffered or incurred by HALIX or third parties in connection with or as a result of the loading, packaging, labelling and/or marking of the Products by Supplier.

6.2 Where containers or packaging are to be returned to Supplier, this must be clearly stated on the transport documents, and the returning shall be at Supplier's risk and expense, unless otherwise agreed upon in writing. HALIX reserves the right to return all packages to Supplier.

6.3 Supplier shall provide HALIX with all documents required by applicable law, rules and regulations and any documents required by HALIX according to HALIX's instructions and at the latest upon delivery of the Products or, as the case may be, completion of the Services. If Supplier fails to provide HALIX with the required documents upon delivery of the Products or, as the case may be, on the completion date of the Services, HALIX has the right to refuse delivery of such Products or, as the case may be, reject the Services. In such case, for the purposes of these General Conditions, the Products shall be deemed to be undelivered and, as the case may be, the Services shall be deemed not rendered.

Article 7 - Ownership

7.1 HALIX shall acquire ownership of the Products, free of any liens, encumbrances or otherwise, and bear the risks thereof from the moment of delivery of said Products in accordance with Article 5.1. Supplier is obliged to transfer all required documents evidencing the delivery and/or ownership of the Products to HALIX or the person or entity indicated for that purpose by HALIX.

7.2 At HALIX's request, the transfer of ownership of the Products can take place at an earlier time than upon the delivery thereof. In such case, Supplier shall detain the Products on behalf of HALIX, store the Products concerned separately, mark these as owned by HALIX and complete all formalities regarding HALIX's ownership of the Products, if required by applicable law, rules and/or regulations. Supplier shall indemnify and hold HALIX harmless from and against any losses of and/or damage to or theft of said Products. If a third party claims any right with respect to said Products and/or seizes said Products, Supplier will inform such third party of HALIX's ownership of the Products and will inform HALIX of the claim and/or seizure immediately. HALIX is at all times entitled to take away the Products which are owned by it or to have such Products taken away from the place where they are

located. Supplier hereby irrevocably authorises HALIX and its designated representatives to enter the premises used by Supplier in connection therewith.

7.3 Supplier undertakes to have the Products which are owned by HALIX in accordance with Article 7.2 insured with a reputable insurance company until and up to the moment of delivery of the Products in accordance with Article 5.1.

7.4 If it is agreed that HALIX shall pay the price in advance of delivery, HALIX shall acquire ownership of the Products as of the date of payment and for the amount paid. Articles 7.2 and 7.3 shall apply equally in that case.

Article 8 - Warranties

8.1 Supplier is obliged to satisfy itself of the purposes for which HALIX intends to use or apply the Products and/or intends to have the Services rendered, failing which it shall be assumed that Supplier shall be fully informed of such purposes and the circumstances under which the delivery of the Products and/or the provision of the Services is to take place.

8.2 Supplier warrants with respect to the Products that:

- (a) all Products are in conformity with the Specifications;
- (b) all Products are free from any defects in materials, manufacture and design and shall not be contaminated, adulterated or otherwise spoiled;
- (c) all Products shall meet all relevant rules and regulations of the EU as well as all local statutory and governmental rules and regulations;
- (d) the Products are fit for the purposes for which HALIX intends to use or apply them;
- (e) if applicable, Supplier shall strictly adhere to the relevant provisions of the GMP and GDP Standards at all times.

8.3 Supplier warrants with respect to the Services that:

- (a) the Services shall be performed by capable, skilful and qualified personnel;
- (b) the Services shall meet all relevant rules and regulations of the EU as well as all local statutory and governmental rules and regulations; and
- (c) if applicable, Supplier shall strictly adhere to the relevant provisions of the GMP and GDP Standards at all times.

Article 9 - Defective Product/Non-conform Services

9.1 HALIX is only obliged to visually inspect the Products upon delivery. HALIX shall notify Supplier in writing within two (2) calendar months after discovery of a defect or non-conformity of one or more or all of the Products. Supplier shall then remedy this defect or non-conformity in accordance with the other provisions of this Article 9.

9.2 In case of a defect or non-conformity of the delivered Products, HALIX has the right to require Supplier to supplement or replace the Products, in whole or in part, all such at Supplier's cost and expense and within a reasonable period of time to be determined by HALIX, or to rescind the Contract, in whole or in part. Supplier shall compensate HALIX for any damages, losses and costs suffered as a result of such defect, the handling of such defect, or non-conformity and/or rescission. Any and all expenses borne by HALIX or HALIX's customer relating to defective or non-conform Products, including but not limited to costs for materials, transport costs, import duties, export duties, travel expenses and labor costs, shall be reimbursed immediately by Supplier, without prejudice to any other rights HALIX may have in respect of such Products.

9.3 If HALIX requires Supplier to supplement or replace the Products, in whole or in part, HALIX has the right to make such supplements or replacements itself, if the Products are required without delay or if Supplier fails to supplement or replace the Products within the reasonable period stipulated in Article 9.2.

9.4 Without prejudice to any other rights or remedies HALIX may have, it is hereby expressly agreed that where Products are supplied in bulk and only part of such supply of Products is found to be defective or not to conform to the Contract, HALIX shall nevertheless be entitled to reject, at its option, either the entire shipment of Products or that part of the Products which is found to be defective or not to conform to the Contract, even if the non-conformity is so slight that it would

otherwise be considered unreasonable for HALIX to do so, without any compensation being due by HALIX.

9.5 Delivered Products found to be defective by HALIX may at all times be returned by HALIX for the account and risk of Supplier.

9.6 If one or more of the Services do not conform to the Contract, HALIX shall notify Supplier thereof in writing within one (1) calendar month of the date of completion of the Services. In such case, Supplier shall, at HALIX's discretion, either perform the relevant Services anew and free of charge or reimburse HALIX for the price paid for such Services.

9.7 If Supplier and HALIX have agreed that Supplier shall perform an acceptance test for the Services, Supplier shall perform the acceptance test anew and free of charge until the Services pass the acceptance test. The Services shall be deemed accepted when they pass the agreed acceptance test.

Article 10 - Liability

10.1 Supplier shall, irrespective of the legal basis for a claim, be liable for all damages, losses, costs and expenses which HALIX, its employees or third parties engaged by HALIX in the performance of a Contract may suffer or incur as a result of or in connection with the delivered Products and/or the rendered Services and/or the use, sale, resale, supply and delivery of the Products and/or the Services, except when these damages, losses, costs and expenses are caused by gross negligence or wilful intent of HALIX or its management.

10.2 Supplier shall be liable for and indemnify and hold HALIX harmless from and against any claims for compensation of damages, losses, costs and expenses of third parties arising out of or in connection with the use, sale, resale, supply and delivery of the Products and/or the Services.

10.3 Supplier shall effect and maintain one or more adequate insurance policies to cover the liabilities referred to in these General Conditions or required under applicable law and shall immediately provide a copy of such insurance policies and evidence of payment of the premiums thereof if so requested by HALIX.

Article 11- Infringement of Intellectual Property Rights

Supplier represents and warrants to HALIX that the Products and/or, as the case may be, the Services do and shall not infringe on any third party's intellectual property rights and Supplier shall indemnify and hold HALIX harmless from and against any claims for infringement of third party rights, including but not limited to intellectual property rights and know-how, by reason of HALIX's use, sale or resale of the Products supplied and/or, as the case may be, the Services rendered and against all damages, losses, costs and expenses for which HALIX may become liable as a result of such claims for infringement, save to the extent that the Products have been manufactured or produced in accordance with any specifications supplied by HALIX.

Article 12 – Confidentiality

12.1 Supplier undertakes that it will not at any time disclose any confidential information concerning the Contract or Contracts, any and all offers and Orders, or concerning the business and affairs of HALIX, for any other purpose than performing the Contract or Contracts, except: (a) to the extent required by applicable law, including but not limited to stock exchange rules, or by any competent authority but in that case only (where permitted by law) after consulting with HALIX about the timing and content of such disclosure, (b) to its professional advisers subject to a duty of confidentiality and only to the extent necessary for any lawful purpose, and (c) to the extent that at the date hereof or hereafter such information is or shall become public knowledge, otherwise than through unlawful disclosure of which Supplier at the time of disclosure was or could reasonably have been aware that it was unlawful. In no event shall Supplier use HALIX's confidential information for any purpose other than lawfully performing its obligations under the Contract or Contracts. HALIX's confidential information shall comprise but not be limited to: price lists, customer data, know-how, formulas, preparation methods, studies, Specifications, all of the foregoing produced by Supplier upon the instructions of HALIX, and all other information received in any form by Supplier from HALIX. HALIX's confidential information is and shall remain HALIX's property.

12.2 Supplier undertakes to impose the same obligations on any employees and third parties to which Supplier provides the Confidential Information on a need to know basis only in relation to the performance of the Contract and warrants that such employees and third parties shall comply with such obligations.

Article 13 - Force Majeure

13.1 If HALIX is prevented from accepting delivery or performing any of its other obligations under a Contract as a result of one or more circumstances beyond its reasonable control, including but not limited to, natural disasters, war, acts of terrorism, threats of terrorism, accidents, explosions, nuclear incidents, acts or omissions of any governmental authority, de jure or de facto, governmental regulations or orders which prohibit or restrict the use of the delivered Products and/or the Services or the Products and/or the Services to be delivered, restrictions or prohibitions on import and/or export, port congestions, transportation problems, HALIX may either rescind the Contract, in whole or in part, or terminate the Contract with immediate effect by giving Supplier written notice and without having to pay Supplier any compensation whatsoever.

13.2 If Supplier cannot properly perform one or more of its obligations under a Contract, in whole or in part, as a result of one or more circumstances which are beyond Supplier's reasonable control, Supplier may suspend the performance of its obligations under the Contract for a maximum period of four (4) weeks, unless agreed otherwise in writing, provided that Supplier immediately notifies HALIX hereof in writing after the circumstance which caused the event of force majeure has occurred and informs HALIX of the cause of the event of force majeure as well as the measures Supplier shall take to minimize and lift the event of force majeure as soon as possible. If Supplier is unable to perform one or more of its obligations under the Contract after said period or if at any time after the event of force majeure has occurred the performance of the Contract by Supplier is no longer of any value to HALIX, HALIX is entitled either to rescind the Contract, in whole or in part, or to terminate the Contract with immediate effect and without any compensation being due by HALIX.

13.3 Circumstances which are deemed to be within Supplier's reasonable control and do not qualify as force majeure are: shortage of raw materials and auxiliary materials for the production of the Products, labor shortage, strike or lock-out, disruptions in the production process of the Products, the non-performance or untimely performance by transport undertakings engaged by Supplier.

Article 14 - Rescission and Termination

14.1 If Supplier does not, not timely or not properly perform one or more of its obligations under a Contract, Supplier shall automatically be in default without any notice of default being required, and HALIX is entitled to, without prejudice to any other rights or remedies HALIX may have and without having to pay any compensation, to either rescind the Contract, in whole or in part, or to terminate the Contract with immediate effect by giving written notice to Supplier, or to suspend the performance of its obligations under the Contract.

14.2 Without prejudice to any other rights or remedies HALIX may have, including the right to rescind the Contract, and without having to pay any compensation, HALIX is entitled to terminate a Contract with immediate effect by giving written notice to Supplier if:

- (a) Supplier applies for an adjudication in bankruptcy or a suspension of payments or any similar proceedings listed in Annex A and B to the European Council Regulation on Insolvency Proceedings dated May 24, 2000 (EC no. 1346/2000); and/or
- (b) Supplier is declared bankrupt or granted a preliminary suspension of payments or suspension of payments; and/or
- (c) any event analogous to the events referred to in paragraphs (a) or (b) above occurs with respect to Supplier under the laws of the jurisdiction in which Supplier has its registered office; and/or
- (d) Supplier is dissolved or its business is transferred, in whole or in part, liquidated, wound up, discontinued or located abroad or a decision is taken in this respect; and/or
- (e) any change occurs in the effective control over Supplier, or if Supplier is involved in or subject of a merger, spin-off or split-up, including a legal merger and legal split-off whereby "control"

means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person or entity or legal entity; and/or

- (f) Supplier becomes involved in negotiations with one or more of its creditors or takes any other step with a view to the general readjustment or rescheduling of its indebtedness.

14.3 Supplier shall immediately notify HALIX in writing in the event that any of the events set out in Article 14.2 occurs or has occurred with respect to itself.

Article 15 - Miscellaneous

15.1 If any provision is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions or the Contract which shall remain in full force and effect. Supplier and HALIX agree to substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

15.2 None of the parties may assign or encumber any of its rights or transfer its legal relationship under a Contract without the prior written consent of the other party. This provision is meant to have property law effect as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

15.3 Supplier may not sub-contract any of its obligations under a Contract without the prior written consent of HALIX. If HALIX consents to the sub-contracting of any of Supplier's obligations under a Contract, Supplier shall irrevocably and unconditionally guarantee to HALIX the proper and punctual performance of those obligations by its sub-contractor. Supplier shall be jointly and severally liable with its sub-contractor for any damages, losses, costs and expenses suffered, incurred or to be incurred or to be suffered by HALIX as a result of or in connection with a breach by the sub-contractor of said obligations.

Article 16 – Processing personal data

16.1 HALIX shall request, use and process personal data of Supplier's contact person for the purpose of the entering into, performance and management of a commercial/legal relationship with Supplier, including order handling and payment. The type of personal data that HALIX retains are: first and last name, function, company name, company telephone number, mobile phone number, e-mail address and company address.

16.2 These personal data will be stored in HALIX's affiliate's data servers located in Germany. These personal data will be stored for a maximum period of seven (7) years from the date of termination of the commercial/legal relationship with Supplier. HALIX has taken appropriate technical and organizational measures to safeguard the security of these personal data and protect personal data against loss, damage or against any form of unlawful processing. Supplier's contact person has the right to request HALIX to inform him/her of the personal data it processes and retains relating to the contact person and, to the extent applicable, to request that these personal data be corrected, supplemented, deleted or blocked. The contact person may also request HALIX to restrict the processing and receive the personal data in a structured commonly used format. Please send requests to this effect to: HALIX B.V., Procurement Department, J.H. Oortweg 15, 2333 CH Leiden, the Netherlands, or by e-mail to: procurement@halix.nl.

Article 17 - Instructions

Unless agreed otherwise in writing, the following provisions shall apply:

(a) Delivery instructions

Delivery instructions for all deliveries to: HALIX B.V.
J.H. Oortweg 17
NL 2333 CH LEIDEN
The Netherlands

(b) Delivery times

Deliveries are possible from Monday through Thursday from 08.30 until 16.00 hours (CET) and on Friday from 08.30 until 15.00 hours (CET).

(c) Parcels

Parcels can be delivered with a maximum weight of 25 kg each and should wear all information regarding class of risk, transport and storage.

(d) Pallets

All shipments must be packaged on clean and undamaged pallets with a size of 80 x 120 cm. All Products must be packaged within the pallet size. The total height of the pallet and Products should be a maximum of 180 cm.

(e) Pallet exchange

All euro pallets should be exchanged directly on delivery. Exchange of pallets after delivery is not possible.

(f) Shipping documents

All shipping documents should mention the Order number and the item number(s) of HALIX.

(g) Certificates of Analyses

Certificates of analyses, if applicable, should be sent together with the shipment or sent before delivery of the shipment per email to: purchase@halix.nl.

Article 18 - Applicable law, Competent court or Arbitration

18.1 Dutch law shall be applicable to all legal relationships between HALIX and Supplier, without reference to the conflict of law provisions thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

18.2 If Supplier has its registered office within the European Union, the competent court in Amsterdam, the Netherlands has exclusive jurisdiction to settle all disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions.

18.3 If Supplier has its registered office outside the European Union, all disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute ("NAI"), as then in force. The arbitral tribunal shall consist of one (1) arbitrator in the event that the amount of the dispute is less than EUR 100,000 (one hundred thousand euro) and of three (3) arbitrators in the event that the amount of the dispute is EUR 100,000 (one hundred thousand euro) or more, unless the parties agree in writing on a single arbitrator on such occasion ("Arbitration Tribunal"). The Arbitration Tribunal shall decide in accordance with the rules of law. The place of arbitration shall be a mutually agreeable place in Amsterdam, the Netherlands and the arbitration shall be conducted in English.