

GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

of the private limited company Pré Pain B.V., registered at the Chamber of Commerce under file number 06075288

1. Applicability

- 1.1. These general terms and conditions apply to all offers and quotes made by Pré Pain B.V. (hereafter referred to as "*Pré Pain*") to the Purchaser as well as to all agreements entered into by Pré Pain with the Purchaser, however described. The last version filed by Pré Pain with the Chamber of Commerce and/or the version as applicable at the time of concluding the agreement with Pré Pain will always be applicable.
- 1.2. In the scope of these general terms and conditions the "*Purchaser*" will mean any natural person or legal entity who has requested Pré Pain for an offer or quote or has given Pré Pain an order for purchase, sale and/or delivery of items and/or performance of work and/or services. "*Purchaser*" will also mean those on whose account or on whose orders Pré Pain supplies products and/or services.
- 1.3. It has been established between Pré Pain and Purchaser that once the applicability of these general terms and conditions has been agreed on they shall also apply in full to all later transactions between Pré Pain and Purchaser, unless explicitly agreed otherwise in writing.
- 1.4. The provisions of these general terms and conditions can exclusively be deviated from if and insofar as Pré Pain has explicitly agreed to this in writing or if such has been agreed in writing with Pré Pain. Any variations on these general terms and conditions only refer to the specific offer, quotation or agreement with regard to which the variation was agreed, unless explicitly agreed otherwise in writing. If these general terms and conditions have been deviated from once or several times, the Purchaser may not derive any rights from this with regard to further offers or quotations made as well as further agreements concluded.
- 1.5. General terms and conditions of the Purchaser, however described, shall not apply and are explicitly rejected by Pré Pain. General terms and conditions of the Purchaser shall only apply if it has been explicitly agreed in writing that they shall apply to the agreement between Pré Pain and the Purchaser with the exception of these general terms and conditions.
- 1.6. Where products or delivery of products are referred to in these general terms and conditions the performance of services and work of any kind shall be meant.
- 1.7. Commercial terms used in offers, quotations, agreements or other documents derived from Pré Pain should be interpreted in accordance with the "Incoterms" as in force at the time that the document in question was issued.

2. Offers, quotes and conclusion of agreement

- 2.1. All offers and quotations from Pré Pain are subject to confirmation at all times and are only valid if they have been signed by a person who is duly authorised.
- 2.2. Details with regard to the sold products such as product specifications, properties, quality, colour, etc, as well as details in printed matter, drawings, images, samples and suchlike, provided to the Purchaser by Pré Pain with an offer or quotation are provided to the best of knowledge and with the greatest of care, but shall never be deemed as binding.
- 2.3. Agreements and/or commitments made by employees for or on behalf of Pré Pain only bind Pré Pain if duly authorised directors of Pré Pain explicitly confirm these agreements and/or commitments in writing to the Purchaser.
- 2.3. An agreement is only concluded once Pré Pain has accepted an order in writing or orally, or if Pré Pain has commenced the actual performance of the order in a manner which is recognisable for the Purchaser.
- 2.4. If Pré Pain has made an offer, an agreement is concluded after receipt of a written or oral order from the Purchaser to Pré Pain and once the retraction period referred to here below under point 2.6 has expired, or earlier if Pré Pain can commence the performance of the order in a way recognisable to the Purchaser.
- 2.5. Within three days of receipt (the day of receipt not included) of the written or oral acceptance of an offer Pré Pain may retract its offer without owing damages to the Purchaser.
- 2.6. If Pré Pain enters into an agreement with two or more Purchasers together they are all jointly and severally liable for the full observance of the agreement concluded by them with Pré Pain.

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- 2.7. All additions, changes and further agreements with regard to any agreement between Pré Pain and the Purchaser only apply if these are agreed on in writing.
- 2.8. Any agreement entered into with Pré Pain contains the condition precedent or subsequent, at Pré Pain's discretion, that the Purchaser's creditworthiness must be demonstrated to Pré Pain, such exclusively in Pré Pain's opinion; Pré Pain is entitled to refuse an order to the Purchaser for this reason.
- 2.10. Pré Pain is entitled to demand from the Purchaser that it shall make (a partial) advance payment, receive deliveries cash on delivery or furnish security for the observance of its obligations, such also after conclusion of the agreement. If the advance payment requested by Pré Pain, delivery cash on delivery or furnishing of security does not take place and/or the Purchaser does not wish to co-operate therewith, Pré Pain may suspend the performance of its obligations and/or dissolve the agreement without legal intervention, without prejudice to Pré Pain's rights to damages and other rights which arise for Pré Pain from the provisions of ordinary law.
- 2.11. Unless otherwise expressly agreed in writing by Pré Pain, the Purchaser is prohibited from transferring rights or obligations pursuant to agreements concluded with Pré Pain to third parties, including companies affiliated with the Purchaser.
- 2.12. The Purchaser authorises Pré Pain to have an order performed by a third party appointed by Pré Pain at a time to be determined by further consultation. The Purchaser agrees to Pré Pain transferring all rights and obligations to a third party arising from the agreements concluded by Pré Pain with the Purchaser.
- 2.13. The Purchaser is entitled to cancel an agreement until such time that Pré Pain has commenced the performance of the agreement under the condition that the Purchaser shall reimburse any damage suffered by Pré Pain because of this. In any case this damage shall mean the losses and lost profits suffered by Pré Pain and in any case costs already incurred by Pré Pain for preparation. The damage suffered by Pré Pain due to cancellation will be established in advance at a minimum of 25% of the amount that the Purchaser would have paid to Pré Pain for performance of the agreement, without prejudice to Pré Pain's right to claim full compensation for the damage it suffers and costs which exceed the aforesaid percentage.

3. Prices and payment

- 3.1. Unless explicitly stated otherwise, the prices apply in Euro currency, exclusive of VAT, packaging tax and any other levies. Costs of packaging and/or transport costs, unless otherwise stated, are not included in the prices.
- 3.2. If no price has been agreed on between Pré Pain and Purchaser, then the price listed on the day of delivery by Pré Pain on its most recently issued general price lists or the price in the computer files of Pré Pain on the day of delivery, such at Pré Pain's discretion, shall apply.
- 3.3. The price indicated by Pré Pain for the performance to be performed applies exclusively to the performance in accordance with the offer issued by Pré Pain.
- 3.4. All agreed prices are binding, unless after the offer one of the cost price determining factors of the product changes in the period between the time of conclusion of the agreement and the time of delivery and Pré Pain has no or barely any influence over the ensuing price increases. This concerns inter alia (therefore not exclusively) the increase in costs of materials, semifinished goods or services which are necessary for the performance of the agreement. In such cases Pré Pain is entitled to amend the agreed price accordingly, irrespective of whether the cost price increase was foreseeable at the time of the offer, all this taking the applicable statutory provisions in this respect into account.
- 3.5. In the event that the price increase referred to in 3.4 is 10% or more, the Purchaser is entitled to cancel the agreement which it refers to without costs, likewise without a right to compensation. If the products have already been delivered then they shall be taken back as soon as possible after cancellation at Pré Pain's expense. Until the time that the products have been taken back however the Purchaser remains liable for quality reduction, damage, theft and suchlike.
- 3.6. Payment by the Purchaser pursuant to an agreement concluded with Pré Pain, unless otherwise agreed in writing, must be made within 8 days of the invoice date, whereby the Purchaser may not invoke any discount, compensation, set off or suspension. This payment term is a deadline. In the event of payment by bank transfer or by direct debit, the date of credit value dating on Pré Pain's account applies as the day of payment.

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- 3.7. If the Purchaser has not paid in accordance with the above or on time or in full, it is in default without any further notice of default or demand being required and Pré Pain is entitled to charge the Purchaser default interest of 1.5% per month on the amount owed (increased by levies as meant in point 3.1 as well as any owed default interest). In this case part of a month applies as a whole month. In the calculation of any default interest owed by the Purchaser for any month the default interest owed by the Purchaser on previous months must also be taken into account ("interest on interest").
- 3.8. Pré Pain is entitled to pass on its claim for any due amounts from the Purchaser to third parties without further notice. All costs incurred on collection of owed amounts, in particular the extrajudicial costs, are for the Purchaser's expense. The extrajudicial costs are established at a minimum of 15% of the owed amounts of the principal, with a minimum of €200 and without prejudice to Pré Pain's right to charge further reasonable costs onto the Purchaser.
- 3.9. Any payment by the Purchaser is used firstly to pay the owed interest and then as payment of the costs of collection, with the exception of judicial costs. Only once these amounts have been paid shall any payment by the Purchaser be used to reduce the outstanding principal, whereby first the oldest outstanding claim shall be debited, such irrespective to the description which the Purchaser may have given to its payment.
- 3.10. Pré Pain is entitled at all times to compensation of owed amounts or amounts to be claimed with these amounts, which Pré Pain can claim from or is owed by the Purchaser.
- 3.11. Pré Pain is entitled to suspend the delivery of items if and as long as the Purchaser does not, not in full, not in a proper fashion, or not in a timely fashion meet its payment obligation (or any other obligation arising from the agreement) towards Pré Pain. In the event that despite demands the Purchaser continues to remain in default towards Pré Pain by not observing one or more of its obligations from the agreement, then Pré Pain is entitled to dissolve the agreement extrajudicially without being required to reimburse the Purchaser for any damage.

4. Delivery and delivery risk

- 4.1. The Purchaser is required to accept the ordered and delivered products and in accordance with the agreed payment conditions to pay immediately without any appeal to discount, compensation or set off. The Purchaser confirms the receipt of the products by payment of the invoice amount and/or signing a packing slip/delivery document. If the Purchaser does not meet its acceptance obligation or payment obligation, Pré Pain is entitled to declare the agreement dissolved without legal intervention.
- 4.2. Unless otherwise agreed in writing, delivery shall take place carriage paid to the address indicated by the Purchaser accompanied by a packing slip/delivery document which must be signed by the Purchaser. Then the risk of the items in question passes to the Purchaser.
- 4.3. If delivery at Pré Pain's address has been agreed then the Purchaser, if it does not immediately take the sold products, must collect the sold products within 2 days of the date of the report that Pré Pain informs the Purchaser that the sold products are at its disposal. If the Purchaser fails to collect the sold products within the aforesaid term, Pré Pain is entitled to charge 1% of the goods value per day or part thereof (with a maximum of €50 per day) as storage costs to the Purchaser. If and as soon as products have been made available at Pré Pain's address for the Purchaser (or, if the Purchaser does not immediately collect the products after being informed by Pré Pain that the sold products are there), the risk shall pass to the Purchaser.
- 4.4. The delivered amounts respectively weights are stated on a delivery document by Pré Pain. If the Purchaser has not reported any objections within 24 hours of receipt, the amount or weight indicated on the delivery document will be deemed to be correct.

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- 4.5. On delivery of the sold items to the Purchaser's address, the delivery periods indicated by Pré Pain shall never be seen as deadlines, unless explicitly agreed otherwise in writing. The delivery periods indicated by Pré Pain commence at the time when the agreement is concluded and all details needed for performance of the order are in Pré Pain's possession. Pré Pain is authorised to unilaterally extend delivery periods or to suspend them if there is a case of a special or very different order from the Purchaser or if there is a case of extraordinary seasonal pressure, for example during public holidays or long periods of consecutive good weather or other special weather circumstances. Any delay in the delivery shall not constitute a reason for the Purchaser to dissolve the agreement unless Pré Pain has exceeded the limits of reasonableness. Delivery periods can also be extended and/or orders given can be suspended by the time period during which the Purchaser fails to pay any owed or due amounts to Pré Pain.
- 4.6. If the products are to be delivered to the Purchaser's address, Pré Pain shall determine the manner of transport. The Purchaser must accept the products immediately. The Purchaser is required to arrange for an adequately and properly reachable loading and unloading area and to facilitate a brief as possible waiting time. Transporting or moving products within the company areas of the site of the Purchaser in any way is never included.
- 4.7. The Purchaser is required to afford the necessary cooperation for the delivery. If delivery or uninterrupted delivery is not possible, all ensuing costs shall be for the Purchaser's account, whereas Pré Pain can recover the damage suffered or to be suffered from the Purchaser. "*Uninterrupted delivery*" shall mean being able to unload a load within half an hour of arrival at the Purchaser's. To limit the damage suffered or to be suffered by Pré Pain, in the event of impossibility of or interruption to the delivery of the goods in question Pré Pain may sell and deliver them to third parties whereby the damage arising due to lesser proceeds and the extra costs are for the Purchaser's expense. In addition Pré Pain is free in such a case to dissolve the agreement with immediate effect.
- 4.8. If changes are made to the goods or the packaging thereof after the agreement has been concluded, Pré Pain is entitled to deliver these changed goods or packaging to the Purchaser provided these changes do not negatively affect the specifications as provided by the Purchaser.
- 4.9. If the delivery is deepfreeze goods, Pré Pain cannot be required to deliver them to the Purchaser at a temperature of -18° or colder. The Purchaser cannot hold Pré Pain liable for costs of freezing afterwards. The Purchaser is not entitled to return the goods if the temperature of the delivered goods exceeds -18°C.
- 4.10. If recall actions initiated by suppliers to Pré Pain occur in relation to product defects caused during manufacture or packing, the Purchaser must deal with the goods in question in accordance with the recall procedure announced by Pré Pain in these cases.
- 4.11. If Pré Pain is required by the Purchaser or by government authorities to take packaging, residual material and suchlike with it on delivery of the products, then any related costs, including the costs for destruction thereof, are for the Purchaser's account.

5. Packaging

- 5.1. Unless agreed otherwise in writing, used Euro and/or Chep pallets, rolling and other containers, crates and similar packaging material, including dollies, insofar as made out of tin, wood or plastic, used for the delivered goods, remain Pré Pain's property.
- 5.2. The Purchaser may not use the packaging material referred to in 5.1 for any other purpose or provide it to third parties, or sell or dispose of it in any other way. In the event of non-observance of this provision the Purchaser is liable for all damage caused to Pré Pain. The risk of loss of or damage to the packaging material is borne by the Purchaser from the time of delivery until returning it to Pré Pain.
- 5.3. The Purchaser is required to return the empty packaging in its possession to Pré Pain as soon as possible, unless explicitly agreed otherwise. The Purchaser must store empty packaging at all times behind locked doors and covered in a clean area until the time that it is returned to Pré Pain. Pré Pain's obligation to take back packaging only applies if it is sorted, in a good condition, clean and does not contain any waste and residual materials and insofar as rolling containers are concerned must have been supplied by Pré Pain. If returned packaging is not sorted or otherwise incorrectly presented by the Purchaser, Pré Pain is entitled to charge any extra handling costs to the Purchaser.
- 5.4. If the Purchaser refuses to return the aforesaid packaging material to Pré Pain, without any legal intervention Pré Pain is entitled to take back the said packaging material from the Purchaser for which the

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Purchaser shall grant Pré Pain access to its company premises.

- 5.5. If taking back the aforesaid packaging material is not possible, in this respect the Purchaser shall owe Pré Pain damages based on the new value of the packaging material in question. All costs related to taking back the said packaging material are for the Purchaser's expense.

6. Special obligations of the Purchaser

- 6.1. The Purchaser has an obligation not to supply Pré Pain goods to persons of whom it is aware or whom it can reasonably expect that they shall not observe the obligation referred to in this article and in particular not to supply to persons of whom it has received reports from Pré Pain that receipt of goods is prohibited, such on penalty of a fine of €1,000 for each individual breach.
- 6.2. In the event that Pré Pain produces products commissioned by the Purchaser for its own label ("private label") and the Purchaser decides at any time for reasons of its own to have this private label product produced elsewhere, then the Purchaser in question is required to purchase any stock, both of semifinished goods and finished products at the price applicable at that time.

7. Complaints

- 7.1. The Purchaser must check the products on receipt and check that the delivery corresponds to the order made. Visible damage or defects which could already be established on acceptance at Pré Pain's address (including shortages) must be reported directly by the Purchaser. If the Purchaser opens packets or products, breaks or damages them before they have been paid for, the Purchaser undertakes to purchase the products in question and to pay for them according to the agreed invoice price without any discount.
- 7.2. On delivery of the products to the address indicated by the Purchaser, visible damage, defects or deficiencies must be noted by the Purchaser on the packing slip or the delivery document or made known otherwise in writing (whether or not by fax) to Pré Pain within the time periods referred to in points 7.3 and 7.4. Failure to do shall constitute full proof that the Purchaser has received the products on delivery in the correct amount as well as in a good and undamaged condition.
- 7.3. The Purchaser must lodge quantitative complaints with Pré Pain immediately but within 4 hours of the time of delivery, enclosing the required proof and an accurate statement about the subject of the quantitative complaint.
- 7.4. The Purchaser must notify Pré Pain of complaints about other kinds of defects or faults concerning the delivered products, whether it concerns fresh or deepfreeze products, immediately but no later than 24 hours after the time of delivery. If it concerns other products besides fresh and deepfreeze products, Pré Pain must be notified no later than 48 hours after the time of delivery in writing (whether or not by fax), likewise enclosing the required proof and an accurate statement of what the complaint concerns.
- 7.5. Any right to claim of the Purchaser against Pré Pain with regard to errors in the delivery or defects in products supplied by Pré Pain lapses irrevocably as soon as the abovementioned complaint terms have expired, as well as in the situations in which the Purchaser does not afford Pré Pain sufficient cooperation with regard to an examination of the merits of the complaints. The products which are the subject of the complaint must be available for Pré Pain to view in the condition in which the products were at the time that the defects were established. The right to complain lapses as soon as the Purchaser has processed the delivered goods, sold them or otherwise used them in the scope of the operation of its business.
- 7.6. If a complaint lodged on time appears to be founded, as soon as possible and such at the discretion of Pré Pain, Pré Pain shall either remedy the defect or deliver a replacement product or if the purchase sum of the product in question has already been invoiced, refund the amount corresponding to the complaint to the Purchaser. With regard to these kinds of situations the Purchaser shall never be able to claim any damages from Pré Pain; Pré Pain's liability remains limited to the value of the delivered products which are the subject of the complaint.
- 7.7. Complaints do not entitle the Purchaser to suspend payment of the invoice which they refer to, whereas set off or compensation is explicitly excluded by Pré Pain. The complaint term for the invoices sent by Pré Pain is a maximum of 5 days from the date of receipt. If the invoice has not been disputed within this time period it will be deemed to correctly display the underlying transactions with Pré Pain and to have been

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approved by the Purchaser. Complaints also do not entitle the Purchaser to refuse goods delivered by Pré Pain or to dissolve the agreement.

- 7.8. Quality requirements or quality standards for items to be delivered by Pré Pain must be agreed on explicitly. Minor deviations which are usual in the industry or cannot be avoided technically and differences in quality, colour, size or finish of the product do not constitute grounds to lodge a complaint.

8. Liability

- 8.1. Pré Pain explicitly accepts the statutory obligation for compensation if and insofar as the Purchaser proves that the damage was caused by gross or serious negligence of Pré Pain. The liability for damage arising from this is explicitly limited to the amount of the order which led to the damage.
- 8.2. Any further liability for Pré Pain for damage for whatever reason, including but not limited to liability of employees and agents, is excluded, including all direct and indirect damages such as consequential damage or loss of profit. Further, the Purchaser indemnifies Pré Pain against all claims from third parties with regard to any damage suffered or to be suffered by the third party arising from use of the goods and/or services supplied by Pré Pain, such taking the provisions of this article into account.
- 8.3. Pré Pain does not accept liability for any consequences of products not being in stock.
- 8.4. If in its opinion Pré Pain is required to take measures and/or afford cooperation with recall actions initiated by the manufacturers in order to prevent damage or further damage with regard to claims of consumers pursuant to a defect to delivered products, the Purchaser undertakes to afford cooperation for such measures and if necessary or advisable to co-operate in holding Pré Pain's manufacturer liable.
- 8.5. Insofar as the products supplied by Pré Pain have a final best before date (use by date) applies that Pré Pain accepts no liability at all for consumption or use of these products after the final best before date. The Purchaser must guarantee that products for which the final best before date has passed will no longer be processed or sold. The Purchaser explicitly indemnifies Pré Pain with regard to claims from third parties pursuant to damage which was caused by consumption and/or use of products supplied by Pré Pain if these were processed, used or sold by the Purchaser after the final best before date.

9. Force Majeure

- 9.1. Force majeure will mean any circumstance beyond the control of Pré Pain which is of such a nature that observance of the agreement can no longer be reasonably expected of Pré Pain. Force majeure shall include (therefore not exclusively): mobilisation, war and risk of war, uproar, riots, civil commotion, strikes, boycotts, terrorist acts, demonstrations, lack of staff, business and transport interruptions of any kind, non-delivery of necessary materials and semifinished goods by third parties, epidemics, floods, hindrances caused by measures, laws or decisions of international, national or regional (governmental) bodies, fire, explosion, frost, snow, flooding, storm damage, harvest failure and other natural disasters.
- 9.2. If Pré Pain cannot observe the agreement with the Purchaser due to force majeure, Pré Pain is entitled to perform the agreement at a later time or to deem the agreement as dissolved, such at Pré Pain's discretion. In such cases Pré Pain is entitled fully at Pré Pain's discretion to dissolve the agreement after a reasonable time period without owing any damages to the Purchaser or to demand from the Purchaser that the agreement be amended to the circumstances.

10. Breach, dissolution and compensation

- 10.1. Without prejudice to the provisions in the Netherlands Civil Code, in the event of breach by the Purchaser Pré Pain is also entitled to suspend a concluded agreement or to dissolve it fully or partially, such at Pré Pain's discretion. In that case Pré Pain is entitled to reimbursement by the Purchaser of all damage suffered by Pré Pain.
- 10.2. The rights referred to in point 10.1 also accrue to Pré Pain in the event that the Purchaser is declared bankrupt, applies for moratorium of payments or has applied for a debt management arrangement, its business is being wound up or taken over by a third party and/or third parties, if the Purchaser is intending

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to leave the Netherlands and take up residence elsewhere or in the event of attachment on and/or execution sale of (part of) the Purchaser's assets, including the items delivered to the Purchaser by Pré Pain but not yet paid for (in full). In all these cases all claims which Pré Pain has against the Purchaser shall be due on demand.

11. Intellectual property rights

- 11.1. The Purchaser shall treat all product information received from Pré Pain confidentially and only use it insofar as desirable and/or necessary to the performance of the agreement with Pré Pain, unless otherwise agreed in writing.
- 11.2. Pré Pain reserves all intellectual property rights concerning the product information.

12. Replacement clause

- 12.1. If a provision of these general terms and conditions is deemed partly or fully unreasonably onerous by the court, it shall be deemed to have been replaced by a provision which, insofar as possible, retains its content and purpose, and is not deemed unreasonably onerous.
- 12.2. In the event of a provision of these terms and conditions being deemed unreasonably onerous by the court and point 12.1 cannot apply, this does not affect the validity of the other provisions of these general terms and conditions.

13. Transfer and lapse of rights

- 13.1. Pré Pain is authorised to transfer its rights from agreements with Purchasers in full or in part to third parties.
- 13.2. Any claim of the Purchaser against Pré Pain lapses if within a term of 12 months after receiving the claim in question the Purchaser has not brought legal action against Pré Pain. The said term is a due date and is therefore not eligible for interruption as meant in Section 3:317 of the Netherlands Civil Code.

14. Applicable law, disputes and competent court

- 14.1. Dutch law shall exclusively govern the agreements concluded between Pré Pain and the Purchaser.
- 14.2. If a dispute arises between Pré Pain and the Purchaser about the conclusion, the interpretation, the performance or the non, incorrect or untimely performance of an agreement concluded between parties or other legal relationship, or if one of the parties believes that there is a case of such a dispute, parties are required to attempt to reach agreement through negotiation, before presenting the dispute to the civil court.
- 14.3. The Court of Almelo is exclusively authorised to hear disputes from agreements concluded with Pré Pain. Nonetheless Pré Pain is entitled to decide to present the dispute to the authorised court in the place of registration of the Purchaser.