

General Terms & Conditions
for the Provision of Hatching Eggs and Day-old Chicks
Version 2026B – Effective 01 April 2026 (EU/NI/UK)

1. PAYMENT CONDITIONS:

1.1 *Payment is via bank transfer to be received and cleared at least seven (7) calendar days before the loading unless agreed in writing to the contrary. Where payment is made in advance of the loading, full and final confirmation in terms of supply availability, quantity, flock details and loading date(s), may be made once the full invoiced amount has been duly received in the respective bank account.*

1.2 *Where no or only part or the payment has been received by the Seller for the goods and transport then the Seller can stop, redirect or return the truck to the origin at any time.*

1.3 *Non-payment / Credit Obligations, Late-Payment Interest and Suspension of Delivery:*

1.3.1 *The Seller shall issue a proforma invoice or sales invoice for each shipment. Payment is due in accordance with the Due Date stated on the invoice documents.*

1.3.2 *If the Buyer does not pay by the Due Date, interest shall accrue on the overdue amount at the lesser of (a) 8 % per annum or (b) the ECB's main refinancing rate +2 percentage points, calculated daily and compounded monthly until full payment is received.*

1.3.3 *Should any invoice remain unpaid after the Due Date, the Seller may, without prejudice to any other remedy, suspend further deliveries of hatching eggs until the outstanding amount (including accrued interest) is settled in full. The Seller shall give written notice of suspension, specifying the overdue sum and the date on which delivery may resume once payment is received, subject to the conditions set out elsewhere in this Agreement.*

1.3.4 *The Buyer shall reimburse the Seller for all reasonable costs incurred in collecting overdue payments, including legal fees, collection-agency fees and court costs.*

1.3.5 *Any partial payment shall be applied first to accrued interest, then to any fees, and finally to the principal amount.*

1.3.6 *The Seller's exercise of any right under this sub-clause shall not constitute a waiver of any other rights or remedies available under this Agreement or at law.*

2. **CURRENCY & EXCHANGE RATE RISK:** *All amounts are expressed in the currency indicated on the invoice e.g. EUR, USD, AED, GBP or any other mutually agreed currency. The Buyer shall bear any exchange-rate risk arising from converting its own currency into the invoiced currency.*

3. **IMPORT PERMITS:** *If an import permit is required then the Buyer shall forward a copy of the said permit to be received seven (7) days before the loading or the shipment may need to be rescheduled or cancelled.*

4. **MISCELLANEOUS FEES:** *Any bank charges, commissions or associated fees related to the Buyer's bank, intermediary bank or to the said transfer(s) for payment for the goods or services are to be paid for by the Buyer. Where the Seller has been charged these fees without written agreement to the contrary then the Buyer should reimburse the Seller within five (5) working days. The cost of any official stamps required on documentation will be invoiced to the Buyer.*

5. **HATCH GUARANTEE:** *80% per consignment at the farm of origin. The guarantee is applicable where there is a maximum transport duration from loading to delivery to the final destination of five (5) days and when set within twenty-four (24) hours after delivery and where setting and hatching regimes are in accordance to breeder instructions and, in particular, conditioned holding areas during storage and transfer to hatchery trays and preheating of the hatching eggs before setting.*

6. **INSPECTION RIGHTS:** *The Buyer shall allow the Seller, or a designated representative, reasonable access to the delivery site for inspection within forty-eight (48) hours of receipt. 'Receipt' means the date and time recorded on the signed delivery note indicating physical possession of the goods.*

7. **CANDLING:** *Where the results from Candling are less than that specified in Clause 5, or otherwise agreed as per Clause 19, then the Buyer must inform the Seller, within twelve (12) hours, giving opportunity for a technical Expert to attend the hatch. Travel and subsistence costs of the Expert along with the Expert's daily rate must be paid where time allows before the trip by the Buyer. A hotel of European standards in a safe location must be reserved and paid for by the Buyer. Where the Expert concludes that the hatch result was less than that specified in Clause 5, or otherwise as agreed by Clause 19, then the Seller will pay to the Buyer all costs incurred by the Expert. No compensation will be paid under any circumstance where the Candling results have not been supplied.*

8. **COMPENSATION:** *If it is agreed that the hatchability is less than specified in Clause 5, or otherwise agreed as per Clause 19, then the Seller is to compensate the cost of the eggs within thirty (30) days from the date of the receipt of the claim. If the claim is not submitted within two (2) working days from the hatch then the delivery shall be regarded as fully accepted by the Buyer. At the Seller's discretion compensation can also be made by way of increasing the number of eggs in a following shipment. If the Buyer delays or stops a payment or payments then the Seller may delay or stop any or all deliveries or may terminate the*

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Contracted Shipment(s) and claim full compensation of any remaining undelivered shipment(s) whether loaded or not, and where the eggs had to be disposed or sold at a loss. Any consequential losses, such as disposal costs, will also be compensated by the Buyer.

9. LIMITATION OF LIABILITY:

- 9.1 *Except for liability arising from fraud, gross negligence, or a breach of the Hatch Guarantee (Clause 5), neither Party shall be liable for any indirect, consequential, special, or punitive damages, even if such damages were reasonably foreseeable subject to the limitations set out in this Agreement.*
- 9.2 *The total aggregate liability of the Seller for any claim arising out of or in connection with this Agreement shall not exceed the greater of: (a) the total amount actually paid by the Buyer under this Agreement, and (b) the aggregate amount of irrevocable costs that the Seller has incurred in relation to the specific shipment(s) affected by the claim (including, without limitation, booking or purchase of the eggs, booking of temperature-controlled transport, customs clearance fees, and any other non-recoverable expenses).*
- 9.3 *Producer-failure carve-out: If the Seller's designated Producer is unable to supply the agreed quantity of hatching eggs, the Seller shall be released from any liability for the resulting non-performance provided that the Seller has **not** incurred any irrevocable costs in respect of that shipment.*
- *In that situation the Buyer shall be entitled to a full refund of any pre-payment made for the affected shipment.*
 - *If, however, the Seller has incurred irrevocable costs (as defined in 9.2(b)), the Buyer shall remain liable for the portion of the pre-payment that corresponds to those costs. Such liability is subject to the aggregate cap set out in 9.2, meaning the Seller's total exposure cannot fall below the sum of the irrevocable costs actually incurred.*
- 9.4 *The Seller's exercise of any right under this Clause shall not constitute a waiver of any other rights or remedies available under this Agreement or at law.*

10. TRANSPORT:

- 10.1 *Transport mode and packing: Except where the Sale is EXW or FCA (Incoterms 2020), the Seller shall provide temperature-controlled transport for the purpose of moving the hatching eggs. The goods will be packed in new carton boxes (unless the Parties agree otherwise or the Seller has only offered packing without carton boxes) and loaded on labelled pallets in accordance with international export standards and industry norms. Where the Sale is EXW or FCA, the Seller's transport obligation ends at the point specified by the Incoterm and no further transport provision will be made by the Seller.*
- 10.2 *Documentation and temperature monitoring: If the Buyer organizes the transport for any part of the journey, the truck's bio-security certification for cleaning/disinfection shall be provided preferably before loading. The temperature results from the truck's own monitor - including any additional or external temperature loggers - must be supplied to the Seller within forty-eight (48) hours of delivery. Without such documentation, any claim shall be deemed invalid.*
- 10.3 *Border-control exclusion (Force Majeure): For the avoidance of doubt, any delay or inability to move the goods caused solely by customs, immigration or other border-control procedures shall not be treated as a Force Majeure event, unless such delay results from a governmental action that the Buyer could not reasonably anticipate or mitigate despite using commercially reasonable efforts to obtain the required permits. This exclusion is set out in Clause 15 (Force Majeure).*

11. LOADING DELAYS AND RESPONSIBILITY: *The Seller shall not be liable for any delay in loading the hatching-egg consignment nor caused by the Buyer, the Buyer's appointed carrier or any circumstances beyond the Seller's reasonable control.*

11.1 *EXW / FCA shipments: Where the contract specifies Incoterms EXW (Ex Works) or FCA (Free Carrier), the vehicle delivering the goods shall remain on the Seller's premises until the loading operation is completed. If the Buyer's carrier is unable to complete loading at the agreed date and time, the Buyer must either:*

- a. *arrange for an alternative vehicle to arrive and complete the loading, or*
- b. *issue a written notice to the Seller requesting a rescheduling of the loading date*

11.2 *Effect on the Hatchability Guarantee: If the loading is delayed because of the Buyer's carrier (including late arrival, premature departure or failure to maintain the required temperature-control conditions), the Hatchability Guarantee set out in Clause 5 shall become null and void for that consignment. The Seller shall retain all rights to withhold any compensation or replacement eggs under Clause 5 and related clauses.*

11.3 *Notification: The Buyer must notify the Seller in writing within twelve (12) hours of any anticipated loading delay caused by the Buyer's transport arrangements. Failure to provide timely notice may be treated as a breach of this Clause.*

12. DEFECTIVE GOODS: *Up to 2% is allowable for eggs that are considered too dirty, broken, misshaped or cracked to be placed in the setters. Compensation will be paid on any such eggs with comprehensive photographic evidence that are more than the 2% and where notification has been made within forty-eight (48) hours of delivery. Except where hatchability on the consignment or, if and as agreed as per Clause 19, the average on the combination of consignments is equal or over the agreed hatchability*

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guarantee in accordance with Clauses 5 to 8. The Seller has the right to send an inspector to the site, funded by the Buyer, to examine any goods unfit for purpose before any claim is paid. In such event where the inspector does not conclude in favour of the Seller then all costs of the inspector's trip and time will be reimbursed by the Seller at the standard industry consultancy rate plus all expenses.

13. **HEALTH STATUS:** Export quality eggs, free from mycoplasma gallicepticum, salmonella tiphymurium, salmonella enteritidis and any other disease according to the requirements of the Service of Veterinary Control of the respective country, member state or federation of the production of the goods.
14. **ANIMAL WELFARE:** The Seller warrants that the hatching eggs comply with all applicable EU and/or UK, respectively, animal-welfare regulations and that no prohibited substances are present.
15. **FORCE MAJEURE:** A Party shall not be liable for any failure of or delay in the performance of the Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event occurring before the shipment(s) departure. The ICC Force Majeure Clause 2020, as published by the International Chamber of Commerce, is hereby incorporated into this Contract. Border-control delays are expressly excluded; the Buyer shall arrange an alternative point of exit/entry and bear any associated costs. Any costs incurred as a result of such where the Seller has organized or has responsibility for the transport will be refunded by the Buyer. For the avoidance of doubt, 'force majeure' includes any governmental restriction, quarantine, or health emergency that prevents the movement of live animals or eggs across borders.
16. **CONFIDENTIALITY:** All supplies are to be kept confidential by the Buyer and the transfer of any details about our activity, collaboration, business, business relationship or any other information is strictly prohibited and must not be made with any third party whatsoever except where required by border controls or other government agencies. No direct contact with the supplier-farm is permitted, and the details of the supplier-farm are not to be used or disclosed to anybody except for the direct purpose of producing the required documents.
17. **NO PARTNERSHIP, JOINT VENTURE OR AGENCY:** The Parties acknowledge and agree that nothing in these Terms & Conditions, nor any communication between them, shall be construed as creating a partnership, joint venture, agency, employment relationship, or any other form of legal association between the Seller and the Buyer. Each Party shall act solely as an independent contractor and shall be solely responsible for its own taxes, social-security contributions and any other statutory obligations.
18. **TERMINATION & CANCELLATION:**
 - 18.1 Unilateral termination of any Contract in force is not allowed except for cases directly stipulated in the present Terms & Conditions or as agreed, or as per the current legislation, except where there is not sufficient production for the supply on any given scheduled loading date or due to an operational issue (as defined in Clause 24.3) on the Seller's side. No refund of any prepayment will be made for any cancellation by the Buyer of any shipment or Contract, the Seller retaining the portion proportionate to the irrevocable costs defined in Clause 9.2. If possible the said shipment(s) will be rescheduled by the Seller; if the Seller is unable to do so, the Shipment(s) or Contract(s) shall be classed as a cancellation and the total or remaining value of the Contract shall be transferred to the Seller within thirty (30) days from the date of notification of cancellation, together with any further losses and consequential costs calculated and incurred by the Seller.
 - 18.2 If the Seller's designated producer, as defined in Clause 24.2, is unable to supply the agreed quantity of hatching eggs, the Seller shall be released from any liability for the resulting non-performance, provided that the Seller has not yet incurred irrevocable costs directly attributable to the purchase of those eggs or to the organisation of transport. In such a case the Buyer shall be entitled to a full refund of any pre-payment made. If, however, the Seller has already incurred non-recoverable expenses (e.g., purchase of the eggs, booking of temperature-controlled transport, customs clearance fees, etc.) before the producer's inability became known, the Buyer shall remain obligated to pay the portion of the pre-payment that corresponds to those incurred costs, in accordance with Clause 1.3.
19. **COMMUNICATION:** The present Terms & Conditions and all applications, amendments, waivers and supplements of any provision and additional agreements thereto, as well as other documents related to the fulfillment of each Contract shall be valid and binding for both Parties where such written correspondence, by post, facsimile or electronically, is with an official officer, director or administrator of the Seller and where both Parties have expressly agreed in writing except for a non-written response by the Buyer within twenty-four (24) hours of the Seller's communication in which case the Seller's communication is deemed as accepted by the Buyer. Any communication from the Buyer including official officers, employees, contract workers and agents is deemed as valid and binding.

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20. **TRANSFER OF RIGHTS:** *Neither of the Parties are entitled to transfer its rights and obligations under any Contract to a third Party without written consent to the other Party except as allowable under that Contract.*
21. **PROFESSIONAL CONDUCT CLAUSE:** *The Buyer agrees to a conduct conducive with due regard to public conventions and morals within the business community and agrees to not do or commit anything tending to degrade the Seller in the business community or bring the Seller into public hatred, contempt, scorn or ridicule, or tending to shock, insult or offend the business community or outrage public morals or decency, or tending to the prejudice of CSIF GLOBAL GROUP LTD or the agrifood industry. In the event that the Buyer violates any term or provision of this Clause, then CSIF GLOBAL GROUP LTD has the right to cancel and annul the Contract in force by giving five (5) days' notice to the Buyer of its intention to do so and to take any action as a consequence of any direct, indirect or envisaged damage caused to or any threat thereof whether it be direct, consequential and/or reputational.*
22. **DATA PROTECTION:** *Both Parties shall process personal data in accordance with all applicable data-protection legislation, including the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the UK General Data Protection Regulation (UK GDPR, Data Protection Act 2018). The Buyer consents to the Seller storing and transmitting such data solely for the purpose of fulfilling this contract, and any cross-border transfer between the EU and the UK shall be carried out in compliance with the EU-UK adequacy decision (Commission Decision 2021/1399).*
23. **HEADINGS:** *Any heading including section or paragraph headings are for reference purpose only and shall not in any way affect the meaning or interpretation of any Clause of the present Terms & Conditions and nor the Contract.*
24. **TERMINOLOGY:**
- 24.1 *Contract can mean agreement; agreements; job; jobs; sale; sales; final confirmation; and, it may relate to a document additional to these Terms & Conditions.*
- 24.2 *Producer means the natural-person, farm, partnership, corporation or any other legal entity that actually supplies the hatching eggs and/or day-old chicks to the Seller. For the purposes of this Agreement the term also includes any agent, subcontractor, reseller or affiliate acting on behalf of the Producer.*
- 24.3 *Operational issue (Seller side) means any event or circumstance that materially impairs the Seller's ability to perform its obligations under this Agreement and that is not attributable to the Buyer, a Force Majeure event, or a border-control delay. Typical examples include: equipment breakdown; labour shortages; third-party logistics failures; regulatory suspensions; IT or system outages; any other event demonstrably beyond the Producer's reasonable control that prevents delivery of the agreed quantity or creates a shortage of supply.*
25. **ORDER OF PRECEDENCE:** *Where any Clause or part of a Clause in the Contract conflicts or contradicts any Clause or part of a Clause in the present Terms & Conditions then the Clause or that part of the Clause in the Contract will prevail. In the case of a part of a Clause prevailing then the remainder of that Clause in the present Terms & Conditions will prevail.*
26. **INVALIDITY:** *Should any part, term, provision or Clause of the present Terms & Conditions be declared invalid, void or unenforceable to any extent, all remaining parts, terms, provisions and Clauses hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.*
27. **ARBITRATION & DISPUTE RESOLUTION:** *Any dispute arising out of or in connection with any Contract or any agreement made by a sale or purchase confirmation, electronically or otherwise, including any question regarding its existence, validity or termination, shall be referred to and finally resolved under English Law by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause. The seat of arbitration shall be London, England, with one arbitrator; the language of the proceedings shall be English. the total LCIA administrative and arbitrator fees shall not exceed €30 000, whether via normal, fast track or expedited LCIA process as mutually agreed, unless otherwise agreed in writing. If, for any reason, LCIA arbitration cannot be commenced, the parties agree to submit the dispute to the courts of England and Wales.*
28. **ENFORCEMENT OF AWARD IN A BUYER'S JURISDICTION:** *Notwithstanding Clause 27, the Parties expressly agree that any award rendered by the LCIA Tribunal shall be recognised and enforced, without the need for any further declaration of enforceability, by the competent courts of the Buyer's principal place of business (for example, the courts of Spain). The Parties waive any objection based on lack of jurisdiction, forum-selection, or incompatibility with local procedural rules, provided that enforcement is sought in accordance with the applicable EU regulations (including the Brussels Ia-type provisions) or, where the New York Convention applies, under its terms. This provision shall survive the termination of the Contract.*
29. **MANDATORY MEDIATION:** *Before commencing any arbitration under Clause 27, the Parties shall, in good faith, attempt to resolve the dispute by mediation administered by a neutral third-party mediator agreed upon by the Parties (or, failing agreement, appointed by the Civil Mediation Council – CMC or the Centre for Effective Dispute Resolution – CEDR or via the ICC). The mediation shall commence within ten (10) business days of the date on which a party first notifies the other of the dispute ("Notice of Dispute"). The mediation process shall be concluded no later than thirty (30) business days after*

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commencement, unless the Parties mutually agree in writing to extend the period. If the dispute is resolved by mediation, the Parties shall execute a written settlement agreement reflecting the terms of the resolution. If mediation does not result in a settlement within the time-frame set out in this Clause, either Party may proceed to arbitration under Clause 27. The costs of the mediation shall be shared equally by the Parties, unless the mediator determines otherwise in the mediation award.

30. **PACKAGING ON BUYER'S REQUEST – LIMITATION OF LIABILITY:** The Buyer may, at its sole discretion, request that the Seller undertakes the packing in a different way or omits the standard new carton boxes and ship the hatching eggs in an alternative packaging configuration. The Seller shall not be liable for any loss, damage, breakage, or reduction in hatchability of the eggs that arises solely from the use of the alternative packaging, provided that the Seller has complied with the temperature-control and bio-security requirements set out in Clause 10. The Buyer assumes all risk of loss or damage associated with the alternative packaging and shall indemnify the Seller against any third-party claims (e.g., carrier, insurance) arising from such damage, except where the damage is attributable to the Seller's negligence in handling, temperature control, or failure to meet the specifications of Clause 10.
31. **GENERAL:** The present Terms & Conditions replace any other or prior Terms & Conditions issued and are effective immediately and will be made available on request. They may be updated from time to time without notification. All additional negotiations and correspondence, that were additional to these or any other Terms or Conditions, which took place between the Parties, relating to any previous agreement or Contract, which differ from the above shall become null and void except for any additional communication which relates to any current and active agreement or Contract in force as per Clause 19.
32. **ACCEPTANCE OF TERMS:** By placing an order, signing a purchase order, replying to a quotation or email with "We accept" or "Confirmed" or "Ok", or by any other conduct indicating acceptance, completing payment of an invoice, accessing and using the Seller's digital platform and confirming orders via electronic communication constitutes acceptance of these Terms or otherwise performing under the contract, including orders confirmed via WhatsApp, the Buyer acknowledges that it has read, understands, and agrees to be bound by these General Terms & Conditions (Version 2026A). For the avoidance of doubt, no separate signature or corporate seal is required for the terms to be effective, although the Parties may, at their discretion, execute a signed master agreement for record-keeping.
33. **MISCELLANEOUS:**
- 33.1 **Egg Supply Parameters:** The Eggs supplied will typically originate from flocks aged between thirty and fifty (30 and 50) weeks. However, Eggs from younger or older flocks may be supplied where necessary to meet the required volume. Likewise, the eggs are typically two to four (2 to 4) days old at the time of supply, but eggs of a younger or older age may be provided if required to fulfil the agreed volume.
- 33.2 **Electronic Signatures and Records:** The Parties agree that this Agreement may be executed by electronic means, including but not limited to PDF signatures, DocuSign, Adobe Sign or any other recognized electronic-signature platform. Such electronic signatures shall have the same legal effect as handwritten signatures under the UK Electronic Signatures Regulations 2002 and the EU e-IDAS Regulation (Regulation (EU) No 910/2014). All electronic copies, PDFs and email exchanges shall be admissible as evidence of the Parties' agreement.
- 33.3 **Amendments and Entire Agreement:** This document, together with any annexes or schedules expressly incorporated herein, constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes all prior oral or written understandings, proposals, or agreements. No amendment, variation or modification of these Terms shall be effective unless it is made in writing and signed (electronically acceptable) by authorised representatives of both Parties.
- 33.4 **Counterparts:** The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic copies (PDFs) transmitted by email shall be deemed to constitute an original counterpart.
- 33.5 **Notices:** All notices, requests, consents, claims, demands, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally; (ii) when sent by confirmed email to the address specified in the relevant Purchase Order or to the address last notified in writing by the receiving Party; or (iii) when sent by prepaid registered post or courier to the address set out in the Parties' respective invoices, provided that receipt is obtained. Notice is effective upon receipt.
- 33.6 **A claim regarding improper execution of the terms of this contract must be submitted in writing by email no later than three (3) working days from the date the defects are discovered. The claim must include a detailed description of the goods in question, photographs, justification of the claim and the Buyer's specific demands. The Seller shall respond in writing by email within ten (10) working days from the date of receipt of the Buyer's claim. For the avoidance of doubt, the time limits set out in this Clause do not supersede or modify any other time periods specified elsewhere in the present Terms & Conditions.**

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33.7 *Survival: The following provisions shall survive any termination or expiration of this Agreement Clauses 5 (Hatch Guarantee), 9 (Limitation of Liability), 13 (Health Status), 14 (Animal Welfare), 15 (Force Majeure), 16 (Confidentiality), 17 (No Partnership/Joint Venture/Agency), 21 (Professional Conduct), 22 (Data Protection), 26 (Invalidity), 27 (Arbitration & Dispute Resolution), 28 (Enforcement of Award), 29 (Mandatory Mediation), 30 (Packaging on Buyer's Request) and 32 (Acceptance of Terms).*

33.8 *Governing Law: Except as expressly provided in Clause 27 (Arbitration) and Clause 28 (Enforcement of Award), this Agreement shall be governed by and construed in accordance with the laws of England and Wales.*

33.9 *Compliance with Laws: Each Party represents and warrants that it shall comply with all applicable anti-bribery, anti-corruption, export-control and economic-sanctions laws and regulations in the performance of its obligations under this Agreement.*

33.10 *Cross-Reference Integrity: All internal references to clauses, schedules or annexes within this Agreement are deemed correct. In the event of any discrepancy arising from the insertion of new clauses, the Parties shall interpret the reference in accordance with the most recent numbering.*

33.11 *Language and Prevailing Version: These Terms and Conditions are provided in English, Spanish and other languages. In the event of any discrepancy or inconsistency between the two versions, the English version shall prevail.*

33.12 *Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the Parties' original intent.*

33.13 *Fast-Track LCIA Arbitration (90-Day Limit): If the Parties agree to resolve a dispute by LCIA arbitration, the Seller may elect to invoke the LCIA Fast-Track Procedure. In that case the Tribunal shall render a reasoned award within ninety (90) calendar days of the commencement of the arbitration, unless the Parties mutually agree in writing to a longer timetable. All other LCIA-related provisions (fee cap, language, seat, etc.) remain unchanged.*

33.14 *Seller's Sole Discretion to Choose the Dispute-Resolution Forum: The Seller may, at its sole and absolute discretion, designate the forum for resolving any dispute arising out of or in connection with this Agreement. The Seller shall give the Buyer written notice specifying the chosen forum, which may be one of the following:*

1. *LCIA Arbitration – seat in London, England, conducted under the LCIA Rules (including the Fast-Track option set out in the above Clause).*
2. *Courts of England and Wales – exclusive jurisdiction of the courts of England and Wales.*
3. *ICC Arbitration – seat in Dubai, United Arab Emirates, specifically the Dubai International Financial Centre (DIFC), conducted under the ICC Rules of Arbitration (latest edition in force at the time of the arbitration).*

The election becomes effective immediately upon the Buyer's receipt of the Seller's notice and is binding on the Buyer; the Buyer may not dispute, object to or seek to alter the Seller's chosen forum. All procedural rules, language requirements, fee caps and enforcement provisions applicable to the selected forum shall apply mutatis mutandis, including the enforcement provisions set out in Clause 28.
