

General Conditions for Deliveries and Services

I. Scope of services and of supply of goods

1. These General Conditions shall apply to all services and goods provided by any entity of the ADB SAFEGATE group (each hereinafter, the "Supplier"), including to proposals, rendering of advice and assistance and to any other supplementary services, as well as to all other communications (including, but not limited to, suggestions, advice, and statements made on the internet, in brochures, price lists, advertisements, or quotations) (hereinafter, the "Works"). No amendment or addition to these General Conditions is valid unless confirmed by the Supplier in writing. If there is any conflict between these General Conditions and a special written agreement concluded between the Supplier and the Customer, the provisions of the latter agreement shall prevail. Any other terms and conditions (of the Customer, of the Supplier or of third parties) or any information and data contained in price lists and in general product documentation, in electronic or in any other form, shall apply only where expressly

- accepted in writing by the Supplier.
2. The scope of the Works shall be defined by the written agreement between the parties (hereinafter, the "Contract").
 3. All goods shall be governed by the rules of the CENELEC, ICAO or FAA insofar as safety of goods is concerned. Deviations are permissible if the same safety standard will be achieved by different means. Should the Customer require the compliance with standards deviating or exceeding those listed above, the Customer is obliged to inform the Supplier in writing of such requests prior to the placement of the order.
 4. Without prejudice to Section IX, hereof, the Supplier reserves all titles and property rights and rights originating from copyright or other intellectual property rights on cost estimates, drawings and related technical and other documents or information contained in offers; such data may only be used for the purpose for which they were provided and may not be disclosed to third parties without the prior written consent of the Supplier. All

such data, drawings and related documents pertaining to quotations shall immediately be returned on the Supplier's request if the order is not placed with the Supplier. This does not apply to the extent to which the Customer has to disclose such drawings, documents or other information to the competent private or public authorities to obtain permissions. The Customer shall oblige each person who is involved in carrying out this Contract and / or obtaining permissions to confidentiality to the extent stipulated in this Section. This sub-section I.4 shall apply accordingly to documents of the Customer; they may, however, be made available to those third parties which perform services or supplies for the Supplier (other than in cases where this is not permitted).

5. For interpretation of the trading clauses the version of the INCOTERMS valid at the date of conclusion of the Contract shall apply.
6. All orders received by the Supplier are considered binding. In case of unclear or insufficient order information, the Supplier will communicate with the

Customer and request clarification. In the case that the Customer has requested changes to the order and these changes result in the change of any documents and/or additional costs to the Supplier, then these costs will be to the account of the Customer. Any change made to an order after it has been placed will result in a delay; the length of the delay will depend upon the change to the order and is at Supplier's sole discretion. In respect of the Works, the version of the legal rules or applicable regulations and standards (including requirements of public authorities and inspection boards) which are valid at the time of the offer shall apply.

In the event of such standards being amended or added after an offer has been submitted (hereinafter, the "Changes"), the Supplier shall inform the Customer about the effects of such Changes on the Works. Upon the Customer's written request, such Changes will be taken into account when supplying the Works. Changes arising from mandatory legal requirements have to be ordered by the Customer without undue delay. The Supplier shall be entitled to refuse the performance of

the affected Works until receipt of the respective change order. Delays resulting from a missing change order based on mandatory legal requirements shall be solely attributable to the Customer. Any increase or decrease in costs and/or effects on the timing of the Works resulting from the above shall be taken into account in favour or to the detriment of the Customer.

7. The Customer acknowledges and agrees that the Supplier is not qualified or equipped to efficiently handle materials containing asbestos, radioactive materials, or other regulated contaminative or dangerous or toxic materials (hereinafter, "Toxic Materials") for disposal, as the Supplier has avoided Toxic Materials in its products. Accordingly, prior to commencement of Works at any site, the Customer will certify that the work area, which in particular includes the ambient air of such area, associated with the Supplier's Works, is free of Toxic Materials. In case that during execution of any work on site the Supplier would identify Toxic Materials in parts or equipment of the Customer's facilities, then

the Supplier shall be entitled to suspend work in affected areas and the Customer shall, at its expense, order removal and final disposal. Should the removal or disposal of said Toxic Materials affect cost or time of performance of the Works, the Supplier shall be entitled to an equitable adjustment in schedule, price and other pertinent contractually agreed provisions.

II. Orders and Prices

1. The price is as indicated on the offer. The Supplier is permitted to adapt such price to the evolution of its fixed and/or variable costs due to the change in the structure thereof, including raw materials, tools, goods, wages, energy, exchange rates, governmental measures of any kind, etc. as per an amount of maximum eighty percent (80 %) of the final price. In that case, the new price applies as indicated on the front side of the invoice.
2. Any order placed by the Customer shall be subject to ADB SAFEGATE's acceptance in writing by way of order confirmation.
3. If, during the performance of the order, other services or supplies than those initially foreseen are being required,

these will be the subject of additional charges, as the case may be, based on an additional order.

4. Any cancellation or partial cancellation of an order by the Customer, even if occurring before the confirmation by the Supplier, must be done in writing. The cancellation is valid only upon written acceptance by the Supplier. Cancellations of custom made products, products made to order and/or products manufactured and equipped according to the Customer's specifications, such as but not limited to airfield signs, CCRs, VDGS, control systems, will not be accepted. Any alterations and amendments to said products after order must be agreed separately, and the effect on the delivery time and cost will be determined on a case by case basis. Order cancellations for standard products, received within three (3) weeks of the confirmed delivery time will result in a charge of eighty percent (80%) of the value of the items cancelled. Cancellations prior to this time will as a minimum, result in an administration and stock holding charge of ten percent (10%) of the value of the goods cancelled, without limiting the Customer's obligation to pay for the

(partial) execution of the order, effectively started Works and all other costs generated by the cancellation.

Customers should group their orders. The minimum order is EUR 300 (excluding taxes). Any order below EUR 300 will be invoiced at EUR 300.

III. Retention of title and transfer of property

1. The Works shall remain the property of the Supplier, without prejudice to Section VI hereof, until each and every claim against the Customer, to which the Supplier is entitled on account of the business connection, has been finally and fully satisfied (hereinafter, "Retained Goods"). Processing of Retained Goods will be carried out for the Supplier in its capacity as manufacturer. Processed goods shall be considered Retained Goods.
2. The Customer shall be allowed to sell the Retained Goods to purchasers exclusively in the normal course of business and only as long as the Customer is not in arrears with payments to the Supplier and provided that the purchaser agrees to a transfer of ownership to it only, if the purchaser has satisfied its payment

obligations and that the payment claims resulting from the sale are transferred to the Supplier. The Customer shall not be entitled to dispose of Retained Goods in any other manner.

3. The Customer shall for his own account insure the Retained Goods against all risks of theft, breakage, fire, water or other damage for the duration of his obligation towards the Supplier and shall provide proof thereof on request. He hereby assigns all rights of the corresponding insurance contracts irrevocably to the Supplier until his obligations towards the Supplier are completely satisfied.
4. Goods stored by the Supplier for the Customer must be collected by the Customer within one month following notification by registered mail by the Supplier giving the Customer notice to come and collect his goods. The Customer, who fails to collect his goods within the above mentioned month, renounces all rights on these goods and automatically transfers to the Supplier the ownership of those goods. As of the expiry of the above mentioned month, the Supplier will have the right to dispose freely of such goods without any obligation to

compensate the Customer or to distribute the proceeds of such disposal to the Customer.

IV. Conditions of payment

1. Payments shall be due and payable as indicated on the invoice. Unless specified otherwise, the payment term shall start as from the invoice date, and payment must be received prior to the expiry of the payment period. If no payment period is stated on either the price quotation or the invoice, payments shall be effected no later than thirty (30) days after issuance of invoice.
2. Any amount that remains unpaid at the expiry date will automatically and without notice be subject to a late payment interest equal to one percent (1%) per month, whereby a part of a month is considered as a whole month.
3. Delay in payment will automatically entitle the Supplier to suspend any pending orders in progress. After three (3) months of delay by the Customer, the Supplier may cancel the Contract in respect of the part of the Works not yet fulfilled.
4. Any costs, including legal expenses, which the Supplier incurs in recovering overdue

debts, shall be borne by the Customer. Without limiting the Supplier in recovering actual additionally incurred costs, a fixed lump sum of ten percent (10%), calculated over any amounts that are due but unpaid, is automatically and without notice due by the Customer as indemnification, covering the administrative and extrajudicial recuperation costs of the Supplier.

5. The prices are EXW excluding packing, freight, insurance and any other additional charges (storage, inspection by third parties, etc.). Instead of invoicing packing material separately, the Supplier may request that the packing material be returned charging user and deposit fees. In the case where goods where ordered EXW and the customer then requests that Supplier arranges for the freight, Supplier reserves the right to invoice freight in accordance with its current freight price policy.
6. The Customer shall bear, in addition to the agreed price all incidental expenses, e.g. travel expenses, transport cost for the hand tools and personal luggage.
7. In addition to the agreed prices the value added tax will be invoiced at the then applicable rate. All Taxes,

customs duties and other public charges payable by the Supplier in Belgium or abroad shall be charged to or reimbursed by the Customer.

If a Tax Deduction is required by law to be made by the Customer, the amount of the payment due from the Customer shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) relating to the Works. Tax Deduction means a deduction or withholding for or on account of tax from a payment under these General Conditions.

V. Period for supply and performance of goods or services

1. With the exception of express and written contractual agreements, any deadlines for delivery are to be regarded as indicative. Delivery time is considered to begin only after receiving a technically and

commercially complete order, confirmed by Supplier. In the case where advance payment or a letter of credit is required, the delivery time will commence upon receipt of the advance payment or in the case of a letter of credit, the letter of credit has been accepted by Supplier. Notwithstanding the provisions of sub-section V.5., in no case shall the failure to meet a deadline form the basis of any contractual liability upon the Supplier nor will it create any entitlement to compensation of any nature whatsoever.

2. Partial deliveries are allowed.
3. Any event impeding performance by the Supplier, that is beyond the control of the Supplier or which could not reasonably have been foreseen by the Supplier when the Contract was drawn up (hereinafter, "Force Majeure"), results in the suspension of the delivery deadline for the entire period during which that Force Majeure event rendered delivery within the agreed deadline impossible.
4. If delivery is delayed as the result of an event which occurs due to an act or omission of the Customer, or upon request of the Customer, regardless of its cause, the Customer shall

automatically be liable to the Supplier for interest as a result of the delay. If required, the Supplier shall arrange for storage at the risk of the Customer and a storage indemnity equal to 0.2 %f per week started, calculated on the value of the Works concerned, shall be payable.

5. If Supplier anticipates that it will not deliver in time, it will forthwith notify the Customer thereof, stating the reason and, if possible, the time when delivery can be expected. If a binding deadline for delivery is expressly agreed to in writing and the Customer can prove that the Supplier is solely and directly responsible for a late delivery and that it suffered a loss from such delay, the Customer shall be entitled to liquidated damages of a half percent (0.5%) of the value of the Works not delivered or performed per month of delay. The total aggregate amount of liquidated damages will, however, in no event exceed five percent (5%) of the value of the delayed Works. Customer's claims for damages due to delayed Works as well as claims for damages in lieu of performance exceeding these limits are excluded in all cases of delayed Works, even upon expiry of a time

set to the Supplier to effect the Works. Liquidated damages pursuant to this sub-section V.5. shall be the exclusive remedy of the Customer for late delivery.

6. After three (3) months of delay by the Supplier, the Customer may cancel the Contract in respect of the part of the Works not yet fulfilled.
7. In the event the Customer wishes to make a claim for damages for late delivery, the Supplier should be notified of such claim by registered letter within fourteen (14) calendar days after the due date for delivery, absent which the Supplier shall be exempt of all liability in this respect.

VI. Transfer of risk

1. The risk for loss or damage of the Works delivered by the Supplier shall pass onto the Customer with the loading of these Works onto the means of transport of the carrier entrusted with the transport. Every care shall be taken in packing. Shipment shall be carried out to the best of the Supplier's judgement. At the request and expense of Customer, Works shipped can be insured by the Supplier against breakage, damages in transit or fire. In the event the Works are erected by the Supplier the

risk for loss or damage of the Works shall transfer upon its acceptance pursuant to Section VII.

2. If shipment is delayed at the request of Customer or for reasons within Customer's responsibility, risk shall pass to Customer for such period of delay. The Supplier however undertakes to effect at the Customer's expense such insurances as requested by the Customer.

VII. Acceptance

1. Immediately upon receipt of the Works, or upon the completion of the services (if different), the Customer shall conduct a thorough inspection of these Works in order to check their conformity with the agreed specifications, the existence of any damage and the absence of any parts. In the event that the Customer is of the opinion that the Works are unsatisfactory, the Customer shall make a claim in writing within fourteen (14) calendar days after the date of receipt of the Works. If the Customer fails to submit a claim within this period, the Customer will be deemed to have accepted the Works.
2. In principal the Works may not be used prior to acceptance. Should the Customer use the Works

prior to acceptance and outside any agreed trial use without the explicit written approval of the Supplier, the Works shall be deemed accepted upon commencement of such use.

3. Notwithstanding rights pursuant to Section VIII, the Customer shall not be entitled to withhold the acceptance or make a claim as per sub-section VII.1 because of insignificant defects.

VIII. Warranty

1. The Supplier can only be held liable for specific performance in terms of the warranty against hidden defects or under any other type of (contractual) warranty, after the sold Works have been delivered and subject to the limits set out below.
2. Save to the extent expressly agreed otherwise in writing by the Supplier, any claims based on hidden defects or any other type of (contractual) warranty claims must (i) be notified by registered mail (with a description of the defect) (ii) within twenty-four (24) months after the date of ex-works delivery and (iii) within fourteen (14) calendar days after the cause for the warranty claim becomes apparent. After such stated

periods, no action will be taken in response to any claim of any kind based on hidden defects or on any other type of (contractual) warranty. If a claim under the warranty is made within the period allowed, the Supplier may at its discretion either repair items delivered and acknowledged as defective or replace them, wholly or in part. In no case shall a claim under the warranty constitute grounds for cancellation of the sale except in the case set out below. If the hidden defect renders it impossible to repair the equipment or replace it, wholly or in part, the sale shall be cancelled on the request of the Customer who is not entitled to any claim for damages.

3. The contractual warranty period for replaced equipment expires at the same time as the period applicable to the original warranty on the original delivery.
4. The Supplier shall not be liable :
 - (a) if the Customer or a third party carries out modifications or repairs to the Works delivered without prior authorization from the Supplier,

- (b) if the Customer has not immediately taken all appropriate steps to mitigate a damage caused by a defect,
 - (c) if the Customer prevents the Supplier from remedying a defect,
 - (d) if the Customer used the Works for any other purpose than the purpose for which they were designed,
 - (e) if the Customer failed to install and incorporate any enhancements provided by the Supplier which corrects such defect,
 - (f) for matters covered by sub-sections I.7, VIII.5 or VIII.7, or
 - (g) if the Customer did not inform the Supplier in writing of the defect within the requested timeframe following the discovery of the defect.
- 5.** The warranty does further not cover consumables (lamps, etc.), insignificant deviations from the agreed condition of the Works, insignificant impairment of usability, natural wear and tear or damage arising, after the transfer of risk, from improper or negligent handling or maintenance, excessive strain, unsuitable operating materials,

- defective construction works, inappropriate construction grounds or from particular external influences (e.g. chemical, electrochemical or electrical as well as temperature and atmospheric influences) not assumed to present itself under the scope of the Works, as well as non-reproducible software errors.
- 6.** The warranty for software extended by the Customer via an interface provided for this purpose by the Supplier is limited up to such interface.
- 7.** New parts, which are not manufactured by the Supplier, fall only under the original equipment manufacturer's warranty.
- 8.** If the Customer has given such notice as mentioned in Section VIII.2 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs incurred as a result of the notice.
- 9.** The Customer shall at his own expense arrange for any dismantling and reassembly of equipment other than the defect element of the Works, to the extent that this is necessary to remedy the defect and no special knowledge is required for the dismantling and re-installation of the defect part.

The defect element can be installed by the Customer, the Supplier has fulfilled its obligations in respect of the defect by delivering to the Customer a duly repaired or replaced part.

- 10.** The Customer will grant the Supplier an adequate time period, which the Supplier must consider reasonable, to remedy the defect. In case of refusal by the Customer, the latter cannot invoke the Supplier's liability.

- 11.** All tests necessary within the framework of the supply of the Works, whether or not requested for by the Customer, shall be executed at the Customer's risk and at Customer expenses when exceeding standard tests.

IX. Intellectual property rights

- 1.** All rights, title and interest in all intellectual property rights including but not limited to patents or copyright (hereinafter, Intellectual Property Rights) relating to the Works remain with the Supplier and cannot be transferred to third parties without the prior written consent of the Supplier. The Supplier grants the Customer the non-exclusive, non-transferable personal right to the use of software, drawings and other technical and commercial documents

delivered to it under the Contract.

2. Such documents and software which contains Intellectual Property Rights may only be used for the agreed purposes and may only be copied or passed on to third parties with the specific written consent of the Supplier.
3. The Supplier shall in the event of an infringement of Intellectual Property Rights claimed by a third party towards the customer either replace the Works that are subject to the infringement by Works that are not infringing or recover the Works and reimburse the price to the Customer. This Section shall constitute the entire and full liability of the Supplier in the event of an infringement of Intellectual Property Rights.

X. Assignment

1. The Customer shall not be entitled to assign this Contract as a whole or individual rights or obligations thereof to a third party without the Supplier's prior written approval. The Customer shall notify the Supplier in the event of a (de-)merger, contribution or sale of a business (in part or as a whole), or any other similar action or in the event of a substantial change in

(in)direct shareholders or management of the Customer; in case any such events have a (potential) adverse effect on the rights of the Supplier, Section XI applies.

2. The Supplier shall be entitled to assign the whole Contract or a part of it to an affiliated company ("Affiliate"), i.e. any company, corporation or other legal entity ("Company") which directly or indirectly is controlled by the Supplier, controls the Supplier or is controlled by a Company which directly or indirectly controls the Supplier. For the avoidance of doubt, a Company is directly controlled by another Company if such other Company holds shares, quotas or voting rights importing altogether at least 50% of the voting rights exercisable at shareholder meetings, and a Company is indirectly controlled by a Company ("Parent Company") if there is a chain of Companies beginning with the Parent Company and ending with the particular Company, linked in a way that each Company of said chain, except the Parent Company, is directly controlled by one or more of the prior-ranking Companies.

3. The Supplier shall further be entitled to assign the Contract or a part of it if the duration of the obligations arising thereunder exceed eighteen (18) months, unless reasonable commercial interests of the Customer would be violated in case of such assignment.

XI. Suspension

1. The Supplier shall be entitled to suspend its performance under the Contract, if:
 - (a) the Customer is in delay with any payment,
 - (b) the Supplier has serious reason to believe that, due to reasons that occurred after the conclusion of the Contract, payments will not be effected timely or in full, unless the Customer provides sufficient securities,
 - (c) the Customer fails to perform its obligations necessary for the Supplier to complete or deliver the Works, or
 - (d) delivery and/or completion of the Works is prevented by export or other legal restrictions for more than thirty (30) days.
2. In the event the Supplier suspends the performance of work under the Contract in accordance with sub-section

XI.1 or in case the Customer suspends the Contract for reasons the Supplier is not responsible for, the Customer shall pay the Supplier for all parts of the Works already delivered/performed and, in addition, shall reimburse the Supplier all additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Further, the Customer undertakes to return the Works or parts of the Works upon request of the Supplier. Such return, the assertion of the retention of title or similar event shall not imply a termination of the Contract, unless expressly stated otherwise by the Supplier.

3. After three (3) months of suspension of the Contract or the Works, the Supplier may cancel the Contract in respect of the part of the Works not yet fulfilled.

XII. Return of goods; Termination

1. Works may only be returned, regardless of the reason, with prior written authorisation of the Supplier. All Works authorised for return are to be sent to the Supplier freight prepaid, at the risk of the Customer.

2. Any failure by the Customer to perform any of its obligations, including as a result of liquidation, bankruptcy, suspension of payment, application for receivership, or when the Customer meets the conditions for bankruptcy, or any failure by the customer to meet any obligation of any kind, including failure to pay any amount on its due date, entitles the Supplier to terminate pending contracts with immediate effect by sending a registered letter addressed to the Customer, without the Supplier owing any compensation for damages. Cancellation or termination renders it obligatory for the Customer to return all equipment which has been delivered to him prior to the cancellation or termination and which has not yet been fully paid for. The Supplier shall be entitled to claim damages of ten (10) percent (10%) of the value of the respective Works, to be paid by the Customer upon first request of the Supplier, notwithstanding the Supplier's right to claim for further damages.

3. In the event of this Contract being terminated for reasons for which the Supplier is responsible, the Supplier shall only be entitled to payment for any element of

the Work completed. The Customer shall have no claim for damages, save in case of proven intentional error or grossly negligent behaviour of the Supplier.

XIII. Spare Parts

1. Unless otherwise agreed between the Supplier and the Customer, the Supplier undertakes to supply against payment all required spare parts and parts (or suitable equivalents) which are subject to wear and tear (including software) for a period of five (5) years from the date of delivery, excluding however, own components and/or components produced by third parties which are no longer produced and/or may not be procured on the market. If required by the Customer, the Supplier will offer alternative spare parts and/or solutions in such instances so as to ensure the continued functioning of the Works. The prices of such alternative solutions may not be the same as those originally quoted. Especially if spare parts related to information technology (e.g. computers) have to be replaced by new but functionally equal products and if this leads to the necessity to implement new software or to modify existing software, then the

Customer shall also bear all cost related to such implementation or modification of software.

XIV. Impossibility of performance

1. If the Supplier or Customer are unable to perform their contractual obligations, general legal principles shall apply, subject to the following conditions:

To the extent the inability to perform the contractual obligations lies with the Supplier (and would not constitute a Force Majeure event), the Supplier's liability shall be limited to the lower of (i) the damages effectively suffered by the Customer as a result of the Supplier's inability to perform its contractual obligations and (ii) a maximum of ten percent (10%) of the value of that part of the Works which, owing to the Supplier's inability to perform the Contract, cannot be put into useful operation. Any and all further rights of the Customer shall be excluded, in particular the right to rescind or cancel the contract or to reduce the price or to demand compensation.

2. Insofar as Force Majeure events materially affected the substance of the Works or have a major effect on the Supplier's business, the

Contract shall be adjusted reasonably within good faith. If this is not justifiable from an economic point of view the Supplier may terminate the Contract. In any case, the Supplier shall be compensated for already provided deliveries accordingly. If the Supplier wishes to exercise this right of termination, the Supplier shall inform the Customer of such intention immediately after recognizing the significance of the event; this shall apply even where in the first instance an extension of delivery period has been agreed upon with the Customer.

XV. Further claims for damages

1. The Supplier rejects all liability for potential damage as a result of a lack of supervision or maintenance, shocks, damp, corrosion, contamination, heating or as a result of the Works being used for purposes other than what they are intended for or in a way which is not accordance with the applicable instruction manuals.
2. The Supplier shall in no case be liable for lost profits or business interruption, loss of data (including but not limited to any and all costs for retrieving and restoring

lost data), loss of contracts, loss of business, loss of goodwill, loss of financial interest, finance costs or any indirect, consequential or immaterial damages, irrespective of the cause of action or the legal grounds upon which such claim is based.

3. The Supplier shall not be liable for any damage to property caused by the Works after it has been delivered and whilst it is in the possession of the Customer; nor shall the Supplier be liable for any damage to products manufactured by the Customer, or to products of which the Purchaser's products form a part.

If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Customer shall indemnify, defend and hold the Supplier harmless.

4. The Supplier's aggregate liability in connection with the scope of application of these General Conditions for both contractual and extra-contractual damages is in all cases limited to the amount of Euro two hundred fifty thousand (EUR 250.000) or the total contract price, whichever is lower.

5. Any limitations of liability set forth in this Contract shall also apply for the benefit of the Supplier's subcontractors, employees, directors or agents.
6. Any liability of the Supplier under this Contract shall cease with the expiry of the warranty period of the Works.
7. Any limits on liability of the Supplier do not apply in the event of (and only in such event) the Supplier's proven gross negligence or wilful misconduct.

XVI. Export Permits

1. The export of Works may require, e.g. due to the type or its use, an official approval (see also the indications in the order data, delivery notes and invoices). Unless stated otherwise, the obligation to comply or obtain any such approvals lies with the Customer.
2. The Supplier's obligation to perform the Works or to obtain any approvals, if explicitly taken on by the Supplier in the Contract, remains subject to the proviso that such performance or approval is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any

embargos or other sanctions or by any provisions imposed by Supplier's banks.

3. The Customer should inform the Supplier of the end destination in case this is different from the Customer's country. The Supplier has the right to refuse the sale if the end destination is not acceptable as per export regulations, particularly if the sale would be in breach with sanctions programs or Supplier's internal procedures. The Supplier will not bear any liability in case a sale is agreed in violation of this clause.

XVII. Place of Performance, Competent Territorial Jurisdiction, Applicable Law

1. Place of performance for the Supplier's Works is the location of the relevant Supplier's delivery plant. For the payment obligation of the Customer the place of performance shall be the point of payment quoted in the Supplier's invoice.
2. As far as possible, any disputes arising from or in conjunction with this contract shall be settled amicably.
3. Should it prove impossible to arrive at an amicable settlement, all disputes

arising out of or in connection with the contract, including any question regarding its existence, validity or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (Paris) (the "Rules") by three arbitrators appointed under these Rules.

4. The language to be used in arbitration shall be English. The seat of arbitration shall be Brussels, Belgium. The procedural law of this place shall apply where the Rules are silent.
5. The Contract, or its subject matter, shall be subject to the substantive law of Belgium, or if different, the place of performance by the Supplier, as established under subsection XVII.1. The application of CISG (United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980)) shall be excluded.

XVIII. Miscellaneous

1. If any provision of these General Conditions is void, the remaining part of these General Conditions shall remain unaffected. This shall not apply if adherence to these General Conditions should mean an unreasonable hardship to any one Party.

2. Electronic communication such as email has the same evidential value as a document signed by hand.