

General Conditions for Deliveries and Services by ADB BVBA

I. Scope of services and of supply of goods

1. These General Conditions shall exclusively apply to all services and goods provided by ADB including proposals, rendering of advice and assistance as well as any other supplementary services, and 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 called "Works"). No amendment or addition to these General Conditions is valid unless confirmed by ADB in writing. If there is any conflict between these General Conditions and a special written agreement concluded between ADB and the Customer, the provisions of the latter agreement shall prevail. Any other terms and conditions of the Customer shall apply only where expressly accepted in writing by ADB.
2. The scope of the Works shall be defined by the written agreement between the parties.
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 ADB of such requests prior to the placement of the order.
4. For interpretation of the trading clauses the version of the INCOTERMS valid at the date of conclusion of the contract shall apply.
5. ADB reserves all titles and property rights and rights originating from copyright or other intellectual property rights on cost estimates, drawings and other documents; such may not be disclosed to third parties without the prior written consent of ADB. All drawings and other documents pertaining to quotations shall immediately be returned on ADB's request if the order is not placed with ADB. This does not apply to the extent 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.5 shall apply accordingly to documents of Customer. They may, however, be made available to those third parties, which perform services or supplies for ADB in cases where this is permitted.
6. The contract shall be revised taking into account the interests of both parties, if after submitting the offer modifications of the contractual obligations are required by new or modified legal requirements or new requirements of public authorities and inspection boards.

The version of the standards and regulations which is valid at the time of the offer shall apply.

7. In the event of mandatory legal regulations or applicable standards being amended or added after an offer has been submitted (hereinafter called "Changes"), ADB 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. ADB 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 shall be solely attributable to the Customer.
8. Any increase or decrease in costs and/or effects on the timing of the contract resulting there from shall be taken into account in favor or to the detriment of the Customer.

II. Orders and Prices

1. The price is as indicated on the offer. ADB 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'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, than these will be the subject of an additional order.
4. Any annulment or partial annulment of an order by the Customer, even if occurring before the confirmation by ADB, must be done in writing. The annulment is valid only upon written acceptance by ADB. In case of annulment or partial annulment of the order by the Customer, even before the confirmation by ADB, a fixed sum of ten percent (10%) of the total price of the order is due by the Customer. This payment covers the fixed and variable costs and the loss of profit incurred by ADB.
5. The minimum order is EUR 150, -- (excluding taxes). Any order below EUR 150, -- will be invoiced at EUR 150,--.

III. Retention of title and transfer of property

1. The Works shall remain the property of ADB until each and every claim against the Customer, to which ADB is entitled on account of the business connection, has been duly satisfied (hereinafter

called "Retained Goods"). Processing of the Retained Goods will be carried out for ADB in its capacity as manufacturer. Goods processed 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 ADB 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 ADB. The Customer shall not be entitled to any other disposals with regard to the Retained Goods.
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 ADB and shall provide proof thereof on request. He shall assign all rights of the corresponding insurance contracts irrevocably to ADB until his obligations towards ADB are completely satisfied.
4. Goods stored at ADB as repaired by ADB must be collected by the Customer within one month following notification by registered mail by ADB 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 transfers automatically to ADB the ownership of those goods. As of the expiry of the above mentioned month, ADB will have the right to dispose freely of such goods without any obligation to compensate the Customer or to distribute the profits of such disposal to the Customer.

IV. Conditions of payment

1. Payments shall be due and paid as indicated on the invoice. Unless specified otherwise, the payment period shall run 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 receipt 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 ADB to suspend any pending orders in progress.
4. Any costs, including legal expenses, which ADB incurs in recovering overdue debts, shall be carried by the Customer.
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, ADB may request that the packing material be returned charging user and deposit fees.

6. Unless otherwise agreed, if ADB has undertaken the assembly or erection, the Customer shall bear in addition to the agreed price all necessary incidental expenses, e.g. travel expenses, transport cost for the hand tools and the personal luggage.
7. In addition to the agreed prices the value added tax will be invoiced at the then applicable rate. In the case of export deliveries, any and all taxes, customs duties and other public charges payable by ADB abroad shall be reimbursed by the Customer.
8. 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). Tax Deduction means a deduction or withholding for or on account of tax from a payment under these Conditions.

V. Period for supply and performance of services or goods

1. With the exception of express and written contractual agreements, any deadlines for delivery are to be regarded as indicative. 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 ADB nor will it create any entitlement to compensation of any nature whatsoever.
2. Any event beyond the control of ADB or which could not reasonably have been foreseen when the contract was drawn up (hereinafter called "Force Majeure"), results in the suspension of the imperative delivery deadline for the entire period during which that Force Majeure event rendered delivery within the agreed deadline impossible.
3. If delivery is delayed as the result of an event which occurs due to an act or omission of the Customer, regardless of its cause, the Customer shall automatically be liable to ADB for interest as a result of the delay. In addition, a storage indemnity equal to a half percent (0.5%) per month begun, calculated on the value of the Works concerned shall be payable.
4. If a binding deadline for delivery is expressly agreed to in writing and ADB is solely and directly responsible for a late delivery and the Customer can prove 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 week 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 ADB to effect the Works. Liquidated damages pursuant to this sub-section V.4. shall be the exclusive remedy of the Customer for late delivery.

5. After three (3) months of delay by ADB the Customer may cancel the contract. The same right applies to ADB if the Customer is in delay with its payment obligations for three (3) months.

Any right of cancellation the Customer or ADB are entitled to shall apply in principle exclusively to the part of the contract not yet fulfilled.

6. Partial deliveries are allowed.
7. ADB should be notified by registered letter of any damage not caused by carriage and of visible defects. This shall be done within 14 days after delivery. Default of such notification shall have as consequence an exemption of the liability of ADB.
8. The Customer agrees that ADB is not qualified or equipped to efficiently handle asbestos containing materials, radioactive materials, or other regulated contaminative or dangerous or toxic materials (hereinafter "Toxic Materials") for disposal, since the Contractor has managed in recent years to avoid Toxic Materials in its products. Accordingly, prior to commencement of work at any site under these General Conditions, the Customer will certify that the work area, which in particular includes the ambient air of such area, associated with ADB's scope of work under these General Conditions, is free of Toxic Materials. In case that during execution of any work on site ADB would identify Toxic Materials in parts or equipment of the Customer's facilities, then ADB 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 on behalf of the Customer still affect cost or time of performance of the works, ADB shall be entitled to an equitable adjustment in schedule, price and other pertinent contractually agreed provisions.

VI. Transfer of risk

1. The risk for loss or damage of the Works delivered by ADB 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 ADB's judgement. At the request and expense of Customer, Works shipped can be insured by ADB against breakage, damages in transit or fire. In the event the Works are erected by ADB 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. ADB however undertakes to effect at Customer's expense such insurances as requested by Customer.

VII. Acceptance

1. Immediately upon receipt of the Works, 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 lack 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 ADB, the Works shall be deemed accepted upon commencement of such use.
3. Notwithstanding rights pursuant to Section IX., 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. ADB is exclusively liable for performance in terms of the warranty against hidden defects as set out in articles 1641 and following of the Belgian Civil Code and subject to the conditions and limits set out below after the sold Works have been delivered.
2. Any claims based on hidden defects must be notified by means of registered mail within twelve (12) months after the date of delivery. After that period, no action will be taken in response to any claim of any kind based on hidden defects. If a claim under the warranty is made within the period allowed, ADB 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 applies for a period of twelve (12) months after installation, and at the latest for a period of twenty-four (24) months after ex-works delivery. Claims under the contractual warranty must be notified by means of registered mail within such allowed period. After this period, no action will be taken in response to any claim of any kind based on the contractual warranty. If the claim under the warranty is made within the period allowed, ADB 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 contractual warranty constitute grounds for cancellation of the sale except in the case set out below. If the 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. 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. ADB shall not be liable for a defect a) if the Customer or a third party carries out modifications or repairs to the Works delivered without prior authorization from ADB,

b) if the Customer has not immediately taken all appropriate steps to mitigate a damage caused by a defect, c) if the Customer prevents ADB 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 ADB which corrects such defect, f) in the case of sub-section V.7 or g) if the Customer did not inform ADB 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 under the contract, as well as non-reproducible software errors.
6. The warranty for software extended by the Customer via an interface provided for this purpose by ADB is limited up to such interface.
7. New parts, which are not manufactured by ADB, fall only under the original equipment manufacturer's warranty.
8. Any and all further or other claims against ADB other than those regulated in this Section VIII. because of a defect including but not limited to any express or implied warranties are excluded.
9. The Customer will grant ADB an adequate time period, which ADB must consider reasonable, to remedy the defect. In case of refusal by the Customer, the latter cannot invoke ADB's liability.
10. All tests necessary within the framework of the supply of the Works, whether or not they are demanded for by the Customer, shall be executed at the Customer's risk and at customer expenses where they exceed 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 referred to as Intellectual Property Rights) relating to the Works remain with ADB and cannot be transferred to third parties without the prior written consent of ADB. ADB 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 ADB.
3. ADB 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 ADB 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 ADB's prior written approval.
2. ADB 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 ADB, controls ADB or is controlled by a Company which directly or indirectly controls ADB. 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 Companies, is directly controlled by one or more of the prior-ranking Companies.
3. ADB shall further be entitled to assign the Contract or a part of it if the duration of the obligations arising under this Contract exceeds 18 months, unless reasonable commercial interests of the Customer would be violated in case of such assignment.

XI. Suspension

1. ADB shall be entitled to suspend its performance under the Contract, if
 - a) the Customer is in delay with any payment for more than 30 days,

- b) ADB 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 ADB 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 6 months.
2. In the event ADB suspends the performance of work under the Contract in accordance with Clause 17.1 or in case the Customer suspends the Contract for reasons ADB is not responsible for, the Customer shall pay ADB for all parts of the Works already delivered/performed and, in addition, shall reimburse ADB 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 ADB. 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 ADB.

XII. Return of goods; Termination

1. Works may only be returned for whatever reason, upon the prior written authorisation of ADB. All Works authorised for return must be sent to ADB freight prepaid.
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 ADB to terminate pending contracts with immediate effect by sending a registered letter addressed to the Customer, without ADB 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. In such case ADB shall be entitled to claim damages of not less than twenty percent (20%) of the value of the respective contract that will be paid by the Customer upon first request of ADB, notwithstanding ADB's right to claim for further damages.
3. In the event of this contract being terminated for reasons for which ADB is responsible, ADB shall only be entitled to payment for any work completed. The Customer shall have no claim for damages as far as the important reason for termination was not caused by an intentional or grossly negligent behaviour of ADB.

XIII. Spare Parts

1. For a period of ten (10) years from the date of delivery, ADB undertakes to supply against payment all required

spare parts and parts (or suitable equivalents) which are subject to wear and tear (including software). This excludes 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, ADB 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: adjustment of Contract

1. If ADB or Customer are unable to perform their contractual obligations, general legal principles shall apply, subject to the following conditions: If ADB may be held responsible for inability, Customer is entitled to claim compensation for damage effectively suffered as a result of ADB's failure to comply with its contractual obligations, but ADB's liability shall be limited to a maximum of ten percent (10%) of the value of that part of the Works which, owing to ADB's failure to perform the contract, cannot be put into useful operation.
2. 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.
3. Insofar as Force Majeure events materially affected the substance of the Works or have a major effect on ADB's business, the contract shall be adjusted reasonably within good faith. If this is not justifiable from an economic point of view ADB may terminate the contract. In any case, ADB shall be compensated for already provided deliveries accordingly. If ADB wishes to exercise this right of termination, ADB 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. ADB 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. ADB 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. ADB'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.
4. Any limitations of liability set forth in this Contract shall also apply for the benefit of ADB's subcontractors, employees, directors or agents.
5. Any liability of ADB under this Contract shall cease with the expiry of the warranty period of the Works.

XVI. Export Permits, Transfer of Contractual Rights and Duties

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). ADB's obligation to fulfil this agreement is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions].
2. The Customer is not permitted to transfer its rights and obligations, partly or in full, under these General Conditions to third parties without prior written permission from ADB. Similarly, permission is required from ADB in the event of a merger, splitting, contribution or selling of a line of the business or as a whole, or any other similar action as well as in the event of a change in management. ADB reserves the right to transfer its obligations under these Conditions in full or in part to an affiliate (for the purposes of this Section, "affiliate" means any legal entity which is directly or indirectly controlled by ADB BVBA) and to subcontract any of its obligations without the necessity to obtain the customer's consent.

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

1. Place of performance for ADB's Works is the location of the delivery plant. Should ADB also have to render services (e.g. erection), then the place of delivery shall be the location where the services are to be rendered. For the payment obligation of the Customer the place of performance shall be the point of payment quoted in ADB'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) 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 the Belgium. The application of CISG (United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980)) shall be excluded.
6. Compliance with legal and internal regulations is an integral part of all business processes at ADB. Possible Infringements can be reported to the compliance officer of ADB BVBA by post or by telephone (+32 2 722 17 11).

XVIII Miscellaneous

1. If any provision of these Conditions is void the remaining part of these Conditions shall remain unaffected. This shall not apply if adherence to these Conditions should mean an unreasonable hard-ship to any one Party.
2. Electronic communication such as e-mail has the same evidential value as a document signed by hand.