

GENERAL PURCHASING TERMS AND CONDITIONS AERO

1. Definitions

In the present Terms and Conditions capitalized terms shall have the following meaning:

“**Aircraft**” means the aircraft described in the Purchase Order;

“**Aviation Authority**” means any official body having the authority to approve the design, the manufacture, the sale, the support, the individual airworthiness and continued airworthiness of the Aircraft and/or Product, including but not limited to Bestuur der Luchtwezen (Belgium), Joint Aviation Authority (J.A.A.) (Europe) and the Federal Aviation Administration (F.A.A.) (USA);

“**ASCO**” means ASCO Industries NV, a company incorporated and existing under the laws of Belgium, having its registered office in Belgium at Weiveldlaan 2, 1930 Zaventem, registered with the Crossroads Bank for Enterprises under number 441.428.489, including any of its direct and indirect subsidiaries and other affiliated companies anywhere in the world;

“**Change of Control Event**” means either or both of the following events as a result of which the legal or beneficial ownership of 50 % of the share or capital stock of the Supplier, or the right to control and appoint the directors or the management of the Supplier is changed directly or indirectly, including the sale or transfer, in any way whatsoever of substantially the whole of the assets of the Supplier;

“**Contract**” the set of documents containing the terms and conditions governing the supply of the Products including without limitation the RFQ, the present Terms and Conditions, the Specifications, the Purchase Order and any document referenced therein;

“**Customer**” means any Customer of ASCO, any subsequent owner, operator or user of the Products and/or the Aircraft on which they are mounted, and any other individual, partnership, corporation or person which has or acquires any interest in the Products from, through or under ASCO;

“**Day**” means, unless otherwise specified, a Day, other than a Saturday or a Sunday, on which banks are open for business in Belgium;

“**Delivery**” means Delivery by the Supplier to ASCO of a Product including all Product Documents strictly in accordance with the provisions of the Contract;

“**Delivery Schedule**” means the delivery schedule which shall include, in respect of a Purchase Order, the planned deliveries of Products for information and planning purposes and the forecasts; the Delivery Schedule shall be periodically updated by ASCO;

“**Due Delivery Date**” means the date specified in the Delivery Schedule on which the Delivery has to occur;

“**Event of Default**” means each and any of the following events: (i) any failure by the Supplier to perform or comply with any obligation set forth in this a Purchase Order of these General Terms and Conditions and such failure is not remedied within a period of thirty (30) Days following receipt by the Supplier of notice from ASCO specifying such failure and requesting remedy thereof; (ii) any failure by the Supplier to perform or comply with any applicable law; (iii) The participation of the Supplier in the sale, purchase or manufacture of Aircraft parts or the Products without the required approval of the Aviation Authority; (iv) The occurrence of a Change of Control event; (v) the suspension, dissolution or winding-up of the Supplier's business, the Supplier's insolvency, or its inability to pay debts, or its non payment of debts, as they become due, the institution of reorganization, liquidation or similar proceedings by or against the Supplier or the appointment of a custodian, trustee, receiver or similar person for the Supplier's properties or business, an assignment by the Supplier for the benefit of its creditors, or any action of the Supplier for the purpose of effecting or facilitating any of the foregoing; (vi) any event which is described in these General Terms and Conditions or in a Purchase Order as a material breach or an event which entitles ASCO to terminate all or any of the Purchase Orders;

“**Exhibit**” means an exhibit, as amended from time to time, to these General Terms and Conditions; an Exhibit forms an integral part of these terms and conditions.

“**First Article**” means the first production Product that fully complies with the Product Definition;

“**First Article Inspection**” means first article inspection in accordance with SAE-AS9102;

“**General Terms and Conditions**” means these present general terms and conditions;

“**Intellectual Property**” means any design, invention, discovery, improvement, innovation or other creation that is capable of being protected by an Intellectual Property right or other similar form of legal protection, technical data, such as recorded information, regardless of its form, and computer software resulting from a study, research or development activity. This includes, in particular, trade secrets and know-how and, in general, all data not being capable of being protected other than by a secrecy or by a contractual undertaking on the part of the person who receives them, proprietary technical data, which are owned or controlled by a natural or legal person which gives that person a lead over its competitors or which are of such a nature that they are not normally divulged to the general public, for example but without limitation, detailed manufacturing drawings, detailed calculations and studies, trade secrets and know-how, and non-proprietary technical data, meaning all other technical data;



“**NRC**” means non-recurring costs for the Tooling as described in the Purchase Order;

“**Parties**” means ASCO and the Supplier, and *Party* shall be construed accordingly;

“**Product**” means goods or services, documents, data, software, software documentation, (including Tooling and Product Documents), furnished or to be furnished to ASCO as described in the Purchase Order;

“**Product Definition**” means the Product specification, as amended from time to time, which describes in detail the Products;

“**Product Documents**” means all manuals, designs, plans, drawings, data, software, and other files and documents relating to the Product;

“**Programme**” means an aircraft programme;

“**Purchase Order**” means a purchase order and amendments thereto placed by ASCO pursuant to these General Terms and Conditions;

“**Quality Requirements**” means any and all applicable quality requirements including but not limited to those mentioned on ASCO’s website / portal as further specified in clause 10 (or such other place as may be communicated by ASCO to Supplier), and the quality requirements of the Customer, the quality requirements of the Aerospace Industry Standards and of any Aviation Authority;

“**RFQ**” the document(s) sent by ASCO to the Supplier to invite the latter to quote for the supply of Products;

“**Spare Parts**” means any Product which is intended for use or sale as a spare part or a production replacement;

“**Specific Tooling**” means tooling that is specifically purchased, manufactured or developed by Supplier for the Product.

“**Specifications**” means the document(s) containing: (i) the technical specifications of the Products and all requirements that such Products and/or the work for such Products have to comply with, (ii) the procedure governing the bid process, and, (iii) the Quality Requirements, all as may be amended from time to time.

“**Supplier**” means any (potential) supplier of a Product to ASCO.

“**Tooling**” means all jigs, tools, gauges, fixtures, equipment and other things, including but not limited to designs, drawings, data, maintenance and operating manuals and the like, required for the development, testing, manufacture and support of the Product;

2. Applicable terms and conditions

2.1 Unless otherwise provided in the Purchase Order these General Terms and Conditions shall be deemed accepted by the Supplier on each Purchase Order and shall be applicable on the RFQ and bid process phase, on the Purchase Order issued by ASCO and on the quotation/bidding, purchase, manufacture and Delivery of Products and performance of obligations by the Supplier under such Purchase Order. All terms and conditions, including the Supplier’s pre-printed standard terms and conditions, other than those mentioned herein or in a Purchase Order, are hereby expressly excluded.

2.2 The present Terms and Conditions shall together with all the provisions, specifications and stipulations set forth in the RFQ and the Specifications form the Contract. In the event of conflict between one or more documents, the following order of precedence shall apply: (i) Purchase Order; (ii) Specifications; (iii) RFQ; (iv) Work Package Agreement; (v) Master Order Agreement; (vi) General Terms and Conditions.

3. Purchase Orders

3.1 Each Purchase Order will constitute a separate contract for the manufacture and delivery of the Products mentioned therein. Only a Purchase Order issued by ASCO constitutes a valid and binding undertaking of ASCO to purchase the Products mentioned therein.

3.2 The Supplier shall confirm acceptance of each Purchase Order within 48 hours after receipt, by default of which the Purchase Order shall be deemed to have been accepted by the Supplier. If Supplier has started work on the Purchase Order, Supplier shall be deemed to have accepted that Purchase Order. ASCO may revoke any Purchase Order prior to acceptance by the Supplier.

3.4 ASCO does not give a guarantee for the volume of Products ordered.

4. Packaging and transport

Supplier shall be solely liable for organizing proper packaging, storage and transport of the Products until Delivery to ASCO in the best possible way to secure protection of the Products and prevent any loss or damage and in accordance with all applicable laws and regulations, by default of which ASCO shall have such remedies as set forth in clause 6.5 without prejudice to any other remedies that ASCO may have under the Contract or at law.

5. Delivery

- 5.1 The Supplier shall deliver the Products at the place specified in the Purchase Order and in accordance with the lead time specified on the Purchase Order and with all provisions of the Contract.
- 5.2 The obligation to deliver the Products strictly in accordance with the Contract is an essential obligation of the Supplier. If the Supplier fails to fulfil or meet this obligation ASCO is entitled to terminate the Purchase Order in accordance with article 15, without prejudice to any of its rights and remedies under the Contract or at law.
- 5.3 Delivery of each Product shall be deemed to have been made upon arrival of the Product at the point of Delivery specified in the Contract including any applicable delivery terms.
- 5.4 Unless otherwise agreed the Supplier shall make Delivery in accordance with the *Incoterms® 2010* DDP Place
- 5.5 The Supplier understands and accepts that, from time to time, due to fluctuations in the requirements of ASCO or ASCO's Customer, there could be a need to reschedule Deliveries or change quantities. The Supplier agrees to do everything possible to support the production of ASCO during this period.
- 5.6 The quantities of Products and the Delivery Schedule shown on the Purchase Order are based on the build rates given to ASCO by ASCO's Customer. In the event of subsequent changes to the build rates by the Customer, ASCO reserves the right to adjust the ordered quantities and Delivery Dates accordingly without additional costs or penalties.
- 5.7 In case of late Delivery, ASCO will be entitled without notice to charge late delivery penalty costs of 1% per week of delay, whereby every week started will be counted as a complete week, for the total value of the Products being late, without prejudice to ASCO's right to claim compensation for the actual damages incurred. The penalties will be increased with all damages that ASCO suffers if ASCO's Customer is charging ASCO for late delivery due to the late reception of the Products. If late delivery of the Products generates proven financial efforts from ASCO to avoid Customer penalties, these costs will be charged to the Supplier.
- 5.8 ASCO will have no obligation to accept early deliveries of 2 days or more.
- 5.9 Shipments in excess of those authorised may be returned to the Supplier at the Supplier's cost and risk and the Supplier shall pay all costs resulting from such return, including but not limited to costs of packaging, handling, sorting, shipment, custom duty etc.

6. Inspection and Acceptance - Rejecting of Products

- 6.1 Each Product shall be subject to inspection and acceptance by ASCO within reasonable time after Delivery. Such inspection and acceptance shall only cover the non-conformities and the defects of the Products which are clearly visible without unpacking and/or special testing. All other non-conformities and defects shall not be covered by the inspection and acceptance carried out by ASCO.
- 6.2 No inspection, approval of samples or any formal documentation prior to Delivery in accordance with these General Terms and Conditions and/or the Purchase Order can be considered as an acceptance.
- 6.3 Payment for the Products by ASCO shall not constitute acceptance, nor shall it release the Supplier from any of its obligations, representations or warranties under these General Terms and Conditions and the Purchase Order, nor impair any rights or remedies of ASCO or its Customers.
- 6.4 ASCO may, at any time, inspect the Products or the manufacturing process of the Supplier. If any inspection or test by ASCO is made in the premises of Supplier, Supplier shall provide reasonable facilities and assistance for the safety and convenience of ASCO's inspection personnel.
- 6.5 ASCO shall promptly notify Supplier of the rejection of any Product (or part thereof) which does not comply with the requirements of the Contract, or which is defective. Within two (2) weeks from such notification, the Supplier shall be given the opportunity to inspect the rejected Product at ASCO's premises. If at the expiration of said two weeks period ASCO and the Supplier have not reached an agreement ASCO shall be entitled, at its sole discretion, to exercise one or more or a combination of the following options, at the Supplier's risk and expenses: (i) terminate the Purchase Order in accordance with article 14; (ii) retain payment of the Products, or, if payment for the Products has already been done, request reimbursement thereof; (iii) hold, retain or return such Products without permitting repair, replacement or other correction by the Supplier; (iv) hold or retain such Products for repair by the Supplier or for repair by ASCO in ASCO's premises, with such assistance from Supplier as ASCO may require; (v) hold such Products until the Supplier or a third party has delivered conforming replacements for such Products; (vi) return such Products with instructions to the Supplier as to whether the Products shall be repaired or replaced and as to the manner and time of Delivery of repaired or replacement Products; or (vii) destroy such Products.
- 6.6 If, as a result of sampling inspection, any portion of a lot or shipment of identical or similar Products is found not to be in conformity with the Contract, or is found to be defective, ASCO may reject and return the entire shipment or lot without further inspection or, at its option, complete inspection of all Products in the shipment or lot, and exercise any one or more of the options in accordance with the foregoing paragraphs at Supplier's risks and costs.

6.7 All costs, expenses and loss of value incurred as a result of or in connection with the non-conformance, rejection, repair, replacement, or other corrective action as mentioned herein will be borne by the Supplier and may be recovered from the Supplier by equitable price reduction, set-off or credit against any amounts which are due to the Supplier under each and any Purchase Order placed with the Supplier or under the Contract.

6.8 In case of rejection of an Item or a concession on an Item (which concession shall not relieve the Supplier of any of its liabilities with respect to such Item) and without prejudice to any other remedy that ASCO may have, ASCO will be entitled to charge to Supplier liquidated damages in the amount of 500 EUR per rejection or concession as a compensation of ASCO's administrative and inspection costs related to the rejection or concession, without prejudice to ASCO's right to claim compensation for damages and costs suffered in excess of such liquidated damages as a result thereof.

7. Title and Risk

Unless otherwise provided in the Purchase Order, title and risk of the Products shall pass from the Supplier to ASCO upon Delivery of the Products in accordance with the Contract, or, if consignment stock has been agreed to, upon the moment ASCO takes the Product out of Supplier's consignment stock. The foregoing is without prejudice to the Supplier's liability for rejection of Products or Supplier's warranty. The passing of title upon Delivery shall not constitute acceptance of the Products by ASCO.

8. Prices

8.1 The prices for the Products shall be as set out in the Purchase Order. The prices are based on the detailed break-down of the price structure as mentioned in the Supplier's quotation and shall include all work, services and supplies to be performed by the Supplier under a Purchase Order, including but not limited to, all costs in respect of Tooling.

8.2 Prices shall be exclusive of VAT. Prices shall be inclusive of all other taxes, duties or similar charges of any nature in connection with the design, manufacture, assembly, sale and, Delivery of the Products.

8.3 ASCO may from time to time in writing direct changes, including changes proposed by the Supplier, relating to the Products, such as, but not limited to, changes relating to the technical requirements and descriptions, the drawings, the place of delivery, inspection procedure, quantities, production and Delivery rates, etc. If any change causes an increase or decrease in the cost of the Product or the time required for performance, either Party can introduce a claim for adjustment of the price of such Product as mentioned in the relevant Purchase Order. The Party claiming an adjustment shall make available to the other Party any documents supporting a claim for adjustment to enable the other Party to audit and verify the claim for adjustment. Failure of the Parties to agree upon any adjustment shall not excuse the Supplier from performing in accordance with such directed change.

9. Payment

9.1 Payment shall be made by wire transfer to the Supplier's account.

9.2 Unless otherwise provided in the Purchase Order payment shall be made within 60 (sixty) Days end of the month following receipt by ASCO of a correct and complete invoice from the Supplier, and provided the Products to which the invoice relates comply in all respects with the Contract and are free and clear of defects whatsoever.

9.3 Notwithstanding any other provision in the Contract ASCO shall be entitled to deduct from or set-off against any payment due to the Supplier, any sums due by the Supplier to ASCO.

10. Quality requirements

10.1 The general and program related summary of Quality Requirements (SQR) is available on the ASCO website (<https://fileexchange.asco.be>).

User name: public

Password : public

Browse folders

SQR :

The general SQR are applicable to all Purchase Orders.

The program related SQR are available on the SQR overview

The LP code (Product number or code) mentioned on each line Product of the Purchase Order, corresponds with the LP code in the SQR overview.

11. Tooling

General provisions

11.1 Unless otherwise agreed in the Purchase Order ASCO shall be under no obligation to supply Tooling to the Supplier and Supplier shall be solely responsible for all Tooling (including maintenance thereof) and any costs related thereto. The Supplier warrants that it has full legal or beneficial title (including licenses from third parties owning Tooling), to use all Tooling which is necessary for the manufacture of the Products.

11.2 Where Specific Tooling is necessary or where ASCO agrees to supply Tooling for the manufacture of Products the details thereof shall be recorded in a Purchase Order.

11.3 The Supplier shall be solely responsible for the proper functioning, use, rework, repair, replacement and maintenance of all Tooling and warrants that all Tooling shall be fit for manufacture of Products. The Supplier assumes the risk of and shall be responsible for any loss of or damage to Tooling.

11.4 Supplier shall not use the Tooling, whether supplied by ASCO, Specific Tooling or Non-Specific Tooling, otherwise than for the manufacturing of Items under the Contract with ASCO.

Tooling supplied by ASCO

11.5 ASCO shall at all times retain title to Tooling supplied by ASCO and Supplier shall at all times protect ASCO's interests therein. All Tooling supplied by ASCO must be identified as "Property of ASCO Industries NV".

11.6 Supplier shall not be entitled to sell, lease or otherwise dispose of the Tooling supplied by ASCO. ASCO hereby grants a royalty-free and non-exclusive license to the Supplier to use the Tooling supplied by ASCO for the purpose of performing its obligations under a Purchase Order.

11.7 Supplier shall maintain comprehensive records, in written form or in any other form embodied in materials, of all events or transactions with respect to Tooling supplied by ASCO, including, but not limited to, repair, loss and scrapping, and the reasons therefore and identifying corrective and/or preventive actions. ASCO shall be entitled to inspect and/or receive a copy of such records on request.

11.8 Upon performance of the work under the relevant Purchase Order, or upon completion of the last Delivery, or upon ASCO's written instructions, whichever comes first, the Supplier shall return and deliver to ASCO, at the Supplier's expense, all Tooling supplied by ASCO, in the condition in which it was received, except for reasonable wear and tear.

Specific Tooling

11.9 The Supplier shall submit to ASCO full details of the proposed design of Specific Tooling for the manufacture of Items under this Agreement and any Work Package Agreement and obtain ASCO's written approval prior to commencing manufacture thereof. All proposed amendments or modifications to specific Tooling shall be submitted to ASCO for approval prior to their implementation. Such approval by ASCO shall not release the Supplier from any responsibility or obligation under this Agreement or any Work Package Agreement.

11.9 Specific Tooling shall as from its creation be the sole and exclusive property of ASCO. The list of Specific Tooling shall be ready and delivered upon the First Article Inspection, in accordance with the procedure described in SAE-AS9102.

11.10 Upon performance of the work under the relevant Purchase Order or upon completion of the last Delivery or upon ASCO's written instructions, whichever comes first, the Supplier shall dispose of Specific Tooling in accordance with ASCO's instructions. In case ASCO instructs the Supplier to deliver the Specific Tooling to ASCO, such Tooling will be accompanied by any and all data such as tool planning and tool drawings.

12. Security

Upon first demand of ASCO, Supplier shall provide ASCO with a security for performance of its obligations under the Contract, in form and substance acceptable to ASCO in its sole discretion.

13. Warranties

13.1 Supplier hereby warrants to ASCO that each Product shall conform to the latest issue of the Specifications, and shall be free from defects whatsoever, including but not limited to, defects in workmanship, manufacturing processes, design and in material. The Supplier warrants that the Products are and shall be at all times in compliance with any laws and regulations applicable on the market where the Products will be sold, incorporated or used.

13.2 Such warranty shall survive inspection, test, acceptance of and payment for the Products. Supplier's warranty shall start from Delivery of each Product and shall remain in full force and effect for the intended lifetime of the Product. In respect of Products which are rejected by ASCO and which are repaired or reworked, or of which a part or component is rejected, repaired or reworked; the period of warranty shall start to run upon Delivery of the repaired or reworked Product or part of component thereof.

13.3 Upon the appearance or discovery of a non-conformity or defect which is subject of the Supplier's warranty, ASCO will notify Supplier in writing of any such defect. If ASCO requests Supplier to repair or replace any defective Product or part thereof, Supplier shall repair or replace the same within a reasonable delay as may be specified further in the Specifications but in any event not later than one month after the occurrence or the discovery. If Supplier does not complete repair or replacement within

such reasonable delay, ASCO shall be entitled, in its sole discretion, to exercise one or more of the options mentioned in article 6.5 of these General Terms and Conditions or any other corrective action, at Supplier's risk and expenses.

13.4 In the event that the Product is incorporated in the Aircraft, ASCO may instruct the operator of such Aircraft to take corrective actions in respect of the Product in which case the reasonable and justifiable costs incurred by the operator in carrying out such corrective actions shall be borne by Supplier and Supplier shall reimburse such costs within thirty (30) Days of receipt of ASCO's invoice.

13.5 Supplier warrants that it is, and that ASCO has relied upon Supplier as being, an expert fully competent in all aspects and phases of the work involved in manufacturing and supplying the Products. Supplier agrees that it shall not deny any responsibility or obligation to ASCO on the grounds that ASCO has given any instructions, approved any documentation or drawings prepared, provided or produced by Supplier or the manufacturing facilities and techniques used by Supplier.

13.6 Supplier's warranty does not exclude any other warranties whether expressed or implied by law or the Contract.

14. Force majeure

Neither Party shall be liable for any delay or non-performance in its obligations under a Purchase Order and the date on which such Party's obligations are due shall be extended by a period which does not exceed the period of the delay, when such delay, or the impossibility to perform is due to any cause beyond the control of the Party claiming excusable delay or impossibility to perform and is not due to such Party's fault or negligence. Such causes include but are not limited to acts of God, acts of the public enemy, acts (including delay or failure to act) of any government, fires, floods, epidemics, quarantine restrictions, national strikes, freight embargoes, unusually severe weather, explosions or earthquakes, war, insurrection, riots and any other events of force majeure. The Party claiming excusable delay shall take all reasonable measures to mitigate the effects of the event of excusable delay and shall, as soon as practicable after such event ceases to prevent or hinder its performance of the Purchase Order, resume performance and notify the other Party in writing thereof and the actual effect (if any) of the said event on the performance of that Party's obligations.

15. Termination

15.1 Termination for Default. If an Event of Default shall occur ASCO shall have the right to exercise any one or more of the following options: (i) cancellation: ASCO may, by giving written notice to the Supplier, immediately cancel any Purchase Order, in whole or in part, and ASCO shall not be required after such notice to accept the Delivery by the Supplier of any Products with respect to which ASCO has elected to cancel the Purchase Order(s); (ii) cover: ASCO may manufacture, produce or provide, or may engage any other persons to manufacture, produce or provide any Products in substitution for the Products to be delivered or provided by the Supplier under any Purchase order which has been cancelled; (iii) rework or repair: ASCO may rework or repair, or may engage other persons to rework or repair any Products; (iv) set-off: ASCO shall, at its option, have the right to set off against and apply to the payment or performance of any obligation, sum or amount owing at any time to ASCO under any Purchase Order, all deposits, amounts or balances held by ASCO for the account of the Supplier and any amounts owed by ASCO to the Supplier, regardless of whether any such deposit, amount, balance or other amount or payment is then due and owing; and/or (v) in addition to any other remedies or damages available to ASCO under these General Terms and Conditions or at law, ASCO may recover from the Supplier the difference between the price for each Product as mentioned in the Purchase Order and the aggregate expense, including, without limitation, administrative and other indirect costs, paid or incurred by ASCO to manufacture, produce, provide, engage other persons to manufacture, produce or provide, or to rework or repair the Products.

15.2 Termination for convenience. ASCO may, from time to time and at ASCO's sole discretion, terminate any or all Purchase Orders, in whole or in part, by written notice to the Supplier. Any such written notice of termination shall specify the effective date and the extent of any such termination. On receipt of a written notice of termination the Supplier shall, unless otherwise directed by ASCO: (i) immediately stop work as specified in the notice; (ii) immediately terminate its subcontracts and own purchase orders relating to the work which is the subject of the terminated Purchase Order(s); (iii) settle any termination claims made by its suppliers, provided that ASCO shall have approved the amount of such termination claims prior to such settlement; (iv) preserve and protect all terminated inventory and Products; (v) at ASCO's request, transfer title, to the extent not previously transferred and delivered to ASCO or ASCO's designee, all supplies and materials, work-in-process, Tooling, raw materials, manufacturing drawings and other data produced or acquired by the Supplier for the performance of any Purchase Order, all in accordance with the terms of such request; (vi) take all reasonable steps required to return, or at ASCO's option and with ASCO's prior written approval, to destroy all ASCO proprietary information and Products in the possession, custody or control of the Supplier; (vii) take such other action as, in ASCO's reasonable opinion, may be necessary, and as ASCO shall direct in writing, to facilitate termination of the Purchase Order(s); and, (viii) complete performance of the work not terminated, as specified in the termination notice.

15.3 Supplier's claims. If ASCO terminates any or all Purchase Orders in whole or in part pursuant to article 14.2, the Supplier shall have the right to submit a written termination claim for the work in process at the moment of termination. Such termination claim shall be submitted to ASCO not later than six (6) months after the Supplier's receipt of the termination notice. Such claim must contain sufficient detail to explain the amount claimed and the allocation of the costs, including detailed inventory schedules and a detailed breakdown of all costs claimed separated into categories, including but not limited to materials, purchased parts, finished components, labour, general and administrative burden.

Unless otherwise provided in the Purchase Order ASCO shall reimburse the non-amortised part of the NRC upon termination of the relevant Purchase Order(s) only if such termination was caused without default on the side of the Supplier.

If the Supplier fails to submit a termination claim within the said time period, the Supplier shall be barred from submitting a claim and ASCO shall have no obligation for payment to the Supplier, except for those Products previously delivered and accepted by ASCO.

15.4 Maximum Liability. ASCO's liability for any loss or damage resulting from any termination pursuant to article 14.1 or 14.2 shall not exceed the price of the Products as per the Purchase Order(s) which is/are the subject matter of the work in process at the moment of termination.

16. Liability and Indemnification

16.1 The Supplier shall be liable for, and indemnify and hold ASCO harmless, from and against any and all damages, costs, claims, losses, liabilities, suits, judgments, expenses or penalties or the like (the "Claims") (i) in any way connected with the death of or injury to any persons whomsoever or loss of or damage to any property of any person, body or company arising directly or indirectly or consequentially from the sale, use or incorporation of Products, and/or from non-conformities or defects, and/or in general any acts or omissions of the Supplier, and/or (ii) arising directly or indirectly or consequentially from the sale, use or incorporation of Products, and/or from non-conformities or defects and/or from any non-compliance by the Supplier (or its sub-contractor) of the provisions of the Contract, except to the extent that such Claims have arisen as a result of any fraudulent acts or willful misconduct of ASCO or any of ASCO's employees or other representatives.

16.2 The Supplier will immediately notify ASCO if he becomes aware that any Product may constitute a risk of death or personal injury and/or material injury and/or any other damages and the Supplier will comply with any requirements of ASCO in respect of that Product, including any safety recall.

16.3 ASCO shall not be liable towards the Supplier or its employees, except in case of fraudulent acts or willful misconduct.

17. Insurance

17.1 The Supplier will at all times maintain appropriate and adequate insurances for a sufficient amount in line with the size and scope of and the risks related to the Purchase Order, including without limitation Product liability insurance including recall and replacement of the Products and General liability. The Supplier shall also insure the Products against risk of loss or damage until Delivery. Upon ASCO's reasonable demand, Supplier shall procure additional insurance or additional coverage.

17.2 ASCO shall be named an additional insured under such policies and such policies shall contain a waiver of subrogation/recourse in favor of ASCO.

17.3 At ASCO's request, the Supplier will provide proof of the insurances referred to above under the form of an insurance certificate. Supplier shall seek such additional insurance coverage as reasonably may be requested by ASCO.

18. Employees

18.1 Each Party shall make sure that its employees involved in the RFQ-phase and bid process and in performance of a Purchase Order shall have the required and appropriate qualifications, technical skills and experience.

18.2 Employees of each Party are and remain at all times that Party's employees, and cannot be considered as employees of the other Party. Each Party shall have exclusive control and direction of, and be liable for, its employees engaged in the performance of the work. The Supplier shall indemnify, defend and hold harmless ASCO from and against all claims by the Supplier's employees or from third parties, including but not limited to social security authorities, against ASCO alleging that ASCO is the employer of such employees.

18.3 The Supplier will indemnify and hold harmless ASCO and ASCO's employees and other representatives for any and all claims made by Supplier's employees, except in case of fraudulent acts or willful misconduct of ASCO or any of ASCO's employees or other representatives.

19. Assignment - Sub-contracting

19.1 ASCO may at any time assign the whole or part of the Purchase Order to any of its affiliates without the consent of the Supplier.

19.2 The Supplier shall not assign or sub-contract all or any part of its obligations under the Purchase Order without the prior written consent of ASCO.

19.3 Any sub-contract placed by the Supplier shall be and remain the sole responsibility of the Supplier and the Supplier shall procure that it shall be subject to the same terms and conditions as contained in the Contract, in so far as they are applicable and necessary to protect ASCO's interests. Notwithstanding the foregoing, any sub-contract shall include where necessary the rights of ASCO as a third party with the intention that ASCO shall be entitled to enforce rights under such sub-contract.

20. Confidentiality

20.1 Unless otherwise provided in a Purchase Order, all information, either oral or written, or embodied in materials, which are provided by ASCO to the Supplier, shall be considered by the Supplier as trade secrets and confidential information of ASCO. The Supplier shall not disclose, publish or reproduce, in whole or in part any confidential information, and shall not make use of such information other than as is strictly necessary for the performance of work under the RFQ and/or the Purchase Order or with the prior written approval of ASCO.

20.2 The Supplier agrees that all confidential information received from ASCO will be disclosed only to its employees, consultants, subcontractors and suppliers on a need to know basis and the Supplier undertakes that each of such persons shall be bound by the same obligations in respect of confidential information as those contained in the Contract.

20.3 In case the Supplier or any of his employees, agents, officers, directors or subcontractors breach this obligation of confidentiality, ASCO may immediately and without further notice terminate any or all Purchase Orders in whole or in part in accordance with the provisions of these General Terms and Conditions, without prejudice to any other right or remedy ASCO may have on basis of these General Terms and Conditions or at law.

20.4 The present confidentiality obligation is in addition to and does not prejudice in anyway the provisions of any confidentiality agreement that has been or may be entered into between ASCO and Supplier.

21. Intellectual Property Rights

21.1 The Supplier shall fully and effectively defend, indemnify and save harmless ASCO and its Customers against any and all claims, liability, losses, costs, damages or expenses whatsoever, including any loss of profits which may be incurred by ASCO or its Customers, as a result of any infringement or alleged infringement by the Supplier of any Intellectual Property Rights, patent or registered design in any Product or otherwise in relation to the Contract, or the manufacture, sale, Installation, use, service, maintenance, operation or enjoyment of the Products.

21.2 ASCO shall notify the Supplier promptly upon receipt of any claim or notice of infringement of any third party rights. The Supplier shall immediately take all steps to prevent or settle such dispute and shall at all times indemnify ASCO against all effects whatsoever thereof.

22. Compliance

The Supplier shall be responsible for obtaining all necessary permits, licenses and other approvals, including *inter alia* export licenses and making all registrations for the performance of its obligations under this Agreement and each Work Package Agreement or Purchase Order. Without prejudice to the foregoing, the Supplier shall comply, and shall cause that each of its employees as well as the Products complies, at all times with the applicable health, safety, environmental (including without limitation waste disposal and the Reach Regulation) and other occupational requirements as may be imposed by law or by ASCO in ASCO's reasonable discretion, as well as with any other applicable laws and regulations (including without limitation the Reach Regulation) and minimize its impact on health, safety and environment. All possible costs, taxes, fees and burdens associated with such compliance (including application of Reach), both administrative and financial, are at the cost of the Supplier only.

23. Intrastat

If the Supplier is a resident of a EU State he must mention following two points on its invoices in compliance with the regulations of intra EU Trade statistics: (i) Intrastat code and (ii) weight of the Products.

24. Miscellaneous Provisions

24.1 Language. All documents and communication with respect to or in connection with the Contract shall exclusively be done in English.

24.2 No Waiver. Any failure or delay by the Parties in exercising any right under this Agreement, any single or partial exercise of any right under this Agreement or any partial reaction or absence of reaction in the event of violation of one or more provisions of this Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that Party's rights under this Agreement or under said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a Party, this waiver cannot be invoked by the other Party in favor of a new failure, similar to the prior one, or in favor of any other kind of failure.

24.3 Severability. If any provision in the Contract would be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of the Contract, and the legality, validity or enforceability of the remainder of the Contract shall not be affected. If such illegal, invalid or unenforceable provision affects the entire nature of the Contract, then the Parties shall use their reasonable best efforts to immediately negotiate in good faith a valid replacement provision.

24.4 Entire Agreement. The Contract constitutes the entire agreement between the Parties and supersedes all prior agreements or arrangements, oral and written, between the Parties relating to the subject matter thereof. No amendment or modification of the Contract shall be binding on the Parties, unless made in writing and duly executed by both Parties.

24.5 Applicable law and Jurisdiction. The Contract is construed in accordance with and is governed by Belgian law, as are any non-contractual obligations and claims in tort or other arising out of or in connection with this Agreement, excluding the application of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

All disputes arising out of or in connection with the Contract will be submitted to the exclusive jurisdiction of an arbitration tribunal under the Rules of Arbitration of the International Chamber of Commerce, by three arbiters appointed in accordance with said Rules, in the English language in Brussels, without prejudice however for any Party's right to seek injunction relief in any court or other forum having jurisdiction.

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