



















damages, the minimum of which is fixed by agreement, taking into account the potential damage, at 35% of the annual value of the historical transactions of the last 24 months of the program concerned, subject to the Seller's right to prove more considerable damage, in particular (not exhaustive): stocks of components manufactured or in the course of manufacture for firm orders of the Buyer or raw materials purchased, received or to be received, for the parts or the provisional and firm program of the Buyer. The Seller reserves the right to cancel orders not yet delivered or to suspend delivery by written notice to the Buyer.

#### **12. Force Majeure**

If, as a result of force majeure, the seller is unable to perform the contract or part of the contract, the seller has the right to cancel the contract by simply notifying the buyer in writing of the cause preventing performance of the contract. In this case, the seller is not obliged to pay damages to the buyer.

#### **13. Applicable law - Jurisdiction**

The agreement between the parties, its execution and interpretation are subject to Belgian law. In case of dispute, only the courts of the judicial district of Tournai are competent, the judgment will be made in French language.

#### **14. Transfer of ownership**

The goods remain our property as long as the buyer has not fulfilled all his contractual obligations.

