

Article 1. Importance of the General Terms and Conditions

These general terms and conditions govern the entire relationship, and apply to all offers, agreements, deliveries, services and other commitments, concluded or to be concluded in the future, between ICTS Services, Public Limited Company under Belgian law (registered in the Crossroads Bank for Enterprises under number 0899.194.453), hereinafter referred to as ICTS, and its customers. The present general terms and conditions replace all previous versions. These general terms and conditions are deemed to have been communicated and irrevocably agreed to when accepting a quotation and/or damage repair estimate and/or when placing an order and/or delivering objects for maintenance, repair and/or other services carried out by ICTS. The general terms and conditions can be consulted on the www.icts-group.eu website and/or at ICTS' registered office. Any conflicting stipulation which may exist between these general terms and conditions and the orders of the customer and/or the customer's general terms and conditions, will be considered null and void. Only deviating stipulations included in the rental agreement will take precedence over these general terms and conditions. Each deviation from the present general terms and conditions must be made in writing by the managing director of ICTS and must be interpreted as exclusively applicable to the specific agreement and situation for which the deviation was drawn up.

Article 2. Order – Damage Repair Estimate

2.1. Our quotations, price indications, damage repair estimates, and other offers are not binding. All prices are in Euro unless otherwise agreed, and exclusive of VAT. An order is only final after it has been signed by ICTS and is valid for 7 working days. In case of contradictions between the order and the confirmation, the confirmation of ICTS prevails. Each written confirmation or notification from ICTS will be considered irrefutable, accepted, and irrevocable in the absence of the customer's written remarks within 3 working days after ICTS' communication or confirmation. ICTS reserves the right to revoke their offer within 3 working days after receipt of the customer's notification of acceptance.

2.2. Damage repair estimates are valid for 7 working days. The customer commits to pay the costs for drawing up the damage repair estimate, including the costs of assembly, if the damage repair estimate is not followed by an order for execution within 7 working days. If, during the execution of the work in question, it turns out other work is necessary, a separate damage repair estimate will be drawn up.

2.3. All quotations, offers, damage repair estimates, order confirmations etc. are based on data available to ICTS at the time of issue. In case of a change in price, characteristics or conditions of the agreement on which ICTS based itself when issuing the said quotations, offers, damage repair estimates or order confirmations, ICTS is entitled to take these changes (e.g. but not limited to: changes in the price of raw materials or services of subcontractors, changes in the legal framework, e.g. a change of an imposed tax or levy on energy) into account in the execution of the obligation/contract, or to adjust the prices.

Article 3 – Delivery – Pickup – Service – Force majeure

3.1. Any stated delivery period is an indication only. Delay in the (partial) delivery and/or service does not entitle the customer to terminate the agreement, cancel the order, not to take delivery of the object, suspend payment obligations, and/or claim any compensation.

3.2. Unless specified otherwise, delivery will take place at ICTS' depot in Zeebrugge or Antwerp.

3.3. All expenses and risks of delivering, placing, picking up and cleaning the object are the responsibility of the customer.

3.4. Leaving an object unattended at the depot is at the sole risk of the customer who will be liable for any damage and/or theft during this period. In case the customer or an authorized driver fails to check in the object at the depot reception desk, an administration fee of 30 euro will be charged to the customer.

3.5. ICTS takes no responsibility whatsoever regarding the cargo of the object. If the customer brings in the object for repair loaded, the repair and/or transshipment of the cargo will take place entirely at the risk and expense of the customer. The use of ICTS installations, such as e.g. the car wash, is at the customer's own risk.

3.6. While awaiting repair or collection, the object will be stored at the sole risk of the customer, who will be responsible for any damage and/or theft during this period.

3.7. All materials that need to be replaced due to wear and tear or damage, are considered waste, and the customer cannot demand these materials upon delivery of the object, unless otherwise previously agreed in writing.

3.8. All ordered objects need to be picked up within the agreed time frame. If after this period and after having been formally notified, the customer does not collect the object within 3 days of notification of availability, he will be charged in full, also for storage costs of 10 euros per day per object as of the 4th day. This compensation will also be due if a customer who does not respond to a damage repair estimate, doesn't pick up the object.

3.9. If the object is not collected within the agreed period and object is loaded with goods that are perishable, ICTS is entitled to sell them immediately and to use the proceeds of the sale to offset the costs of preservation and sale of these goods, and any debt obligation of the customer. All expenses and risks of removal, collection and cleaning will be borne by the customer.

3.10. Pictures, drawings, size and weight indications etc. provided by ICTS in catalogues, letters, mails or any other form of publication and/or offer are not binding to ICTS and only intended to give a general idea of what ICTS has to offer. Minor and non-essential differences do not entitle the customer to refuse the object or the payment of all or part of the invoice, nor to demand adjustment of his obligations or any compensation from ICTS.

3.11. In the event of a definitive impossibility of delivery because of force majeure, e.g. war, a terrorist act, a claim, a strike, riots, a lockout, an accident, an epidemic, a natural disaster, a fire, a flood, a business disruption, a power outage, a disruption in the supply of materials and/or a delay in transportation, an exchange rate fluctuation, a rejection of spare parts, or any other event outside of ICTS'

control, ICTS can completely or partly dissolve the agreement without the customer being able to claim any compensation from ICTS.

Article 4. Payment

4.1. All invoices are payable in cash in Euro, unless agreed otherwise. The payment has to be made into a bank account as communicated by ICTS or at an ICTS office. The invoice serves as a reminder. Each complaint must be formulated by registered letter within 7 working days after receipt of the invoice, under penalty of invalidity. No complaint nor dispute of any kind suspends the obligation to pay.

4.2. The customer accepts that no invoice can be the subject of offsets or counter payments of any kind.

4.3. Any debt that remains unpaid on the due date, will by operation of law, without notice of default or any other formality, accrue interest at the rate of 10% per year, to be calculated as of the due date till the day of full payment, as well as a fixed compensation of 10%, with a minimum of 150 euro, of the principal amount due, without prejudice to ICTS' right to claim higher recovery costs, both judicial and extrajudicial, if these can be demonstrated. Any costs incurred by ICTS due to attachment measures are to be reimbursed by the customer. Non-payment of an invoice makes the balance due of all other invoices, even those not due, immediately due and payable by operation of law, without prior notice. Any delay in payment may give rise to the suspension of delivery and/or service, dissolution of the agreement, and refusal of new orders.

4.4. Any lapse of time between the date of notification of availability and the date of invoice does not give the customer any rights not to pay the invoice. The customer accepts this and takes it into account in his organization.

Artikel 5. Complaints – Warranty

5.1. Complaints related to maintenance and repair work performed by ICTS must, as far as visible defects are concerned, be reported immediately upon receipt of the object, on penalty of invalidity. As far as hidden defects are concerned, these must be reported in writing within 7 working days after their discovery, on penalty of invalidity. In case the customer carries out repairs to the object himself or has repairs carried out by a third party to remedy such defects without informing ICTS in advance and in due time in writing, ICTS shall be relieved of all responsibility.

5.2. On account of ICTS' deliveries, the warranty is limited to the free repair and/or replacement of the defective object if so required, without the customer being able to claim any compensation. ICTS rejects any form of warranty regarding the use of the object. The customer frees ICTS without restriction from any recourse in connection with the object. In case of manufacturing, construction or material defects, only the warranty that ICTS itself has obtained from the manufacturer and/or supplier is applicable.

Article 6. Retention of title – Lien

6.1. All vehicles, materials, supplies and executed work remain the property of ICTS until all invoices are paid in full. This also applies if ICTS' work, deliveries, goods or materials constitute only a part of a larger whole of which the ownership or parts thereof do not belong to ICTS.

6.2. ICTS retains the right to suspend delivery of goods and/or services as long as amounts due by the customer remain unpaid, regardless of the reason.

6.3. The fees for maintenance and repair work are due immediately and payable after execution. ICTS has a right of retention of the goods and/or documents entrusted to them in the context of the delivery of its services. The customer who repeatedly does business with ICTS acknowledges that this takes place within the framework of a continuous and indivisible agreement between the customer and ICTS, by virtue of which the right of retention is conventionally extended to the entirety of goods and/or documents in possession of ICTS at the moment of exercising the right of retention.

Article 7. Miscellaneous

7.1. ICTS processes personal data with care and adheres to all applicable international and national regulations in this respect. In case the customer has provided personal data to ICTS, the customer must inform the person whose data he has shared about this. The customer must inform this person about the way in which ICTS processes personal data, as described in the ICTS Privacy Statement, which can be found on ICTS' website www.icts-group.eu

7.2. Any invalidity or unenforceability of any of the provisions of these general terms and conditions will not affect the validity and enforceability of the remaining provisions. In this case the parties will replace the invalid or unenforceable provision by one or more new provisions which will allow them, to the extent possible, to achieve a similar result.

Article 8 – Applicable jurisdiction – Competent court

All relationships between ICTS and its customers are governed by Belgian Law. Any dispute will be settled by the competent courts of ICTS' registered office.