

BRUSSELS AIRPORT COMPANY

TERMS OF USE OF THE MARKETPLACE

(Last modified 2019.05.14)

1. Introduction

These terms of use (hereafter "**Terms of Use**") are legally binding and are applicable to the access and/or use of the Marketplace offered by BAC. By visiting the Marketplace or by registering on the Marketplace as a user, you (the "**User**") hereby unconditionally consent to the present Terms of Use. These Terms of Use together with the Privacy Policy constitute the agreement between You and BAC.

2. Definitions

For the purposes of this Agreement, the following terms shall have the following meaning:

"Agreement"

These Terms of Use together with the Privacy Policy.

"Airport Identification Badge"

The identification badge attributed by BAC according to the Airport ID Regulations published in the Brussels Airport Handbook (BHB) to individuals working on Brussels Airport. Such Airport Identification Badges are issued for identification and security purposes and have either a temporary validity period ("Visitor Badges") or are granted to persons working on a regular basis on the airport premises for a maximum period of 5 years ("**Permanent Airport Identification Badges**")

"BAC"

Brussels Airport Company, with its registered office at BluePoint Brussels, Auguste Reyerslaan 80, 1030 Brussels, RPR Brussels with VAT number BE0890.082.292 and principle place of business at Brussels National Airport, 1930 Zaventem.

"Buyer"

The User who acquires Products and/or Services through the Marketplace.

"Force Majeure"

Has the meaning ascribed to it in Article 14.

"Marketplace"

The online trading platform offered by BAC for the sale of goods and services. The Marketplace can be consulted through the following hyperlink: <https://shop.brusselsairport.be>

"Privacy Policy"

The Privacy Policy of BAC which can be consulted through the following hyperlink:

<https://www.brusselsairport.be/en/privacy-policy>

"Products and/or Services"

The goods and services offered by BAC or a third party through the Marketplace. Further to Article 5.1 below, the Marketplace will clearly indicate the identity of the Seller and will therefore indicate whether the Product and/or Service concerned is offered by BAC or by a third party.

"Products and/or Services offered by BAC"

The Products and/or Services offered by BAC as indicated on the Marketplace.

"Products and/or Services offered by a Third Party"

Means the Products and Services offered by a third party as indicated on the Marketplace.

"Registered User"

A User who has successfully completed the registration procedure on the Marketplace.

"Seller"

The User selling Products and/or Services through the Marketplace.

"Sales Terms"

The terms and conditions of the Seller as they are made available on the Marketplace.

"Terms of Use" or "Terms"

These terms of use.

"User"

The user of the Marketplace.

3. Introduction to the Marketplace and BAC's role therein

3.1 BAC as the operator of the Marketplace

The Marketplace is an online trading platform offered by BAC through which Users can acquire Products and/or Services. With the exception of Products and/or Services offered by BAC, BAC is not in possession of nor is it the owner or Seller of the Products and/or Services that are offered or sold through the Marketplace. BAC is therefore not involved in, nor is it a party to the actual transaction between the Sellers and Buyers and is not responsible for the delivery or the transfer of ownership between them. The sales agreement for Products and/or Services offered by third parties is thus directly and exclusively concluded between the Seller and the Buyer.

With the exception of Products and/or Services offered by BAC, BAC has no control over, and cannot give any guarantee for, the existence, quality, safety or legality of the Products and/or Services offered; the accuracy or authenticity of the content, the ability of Sellers or Buyers to sell or buy the Products and/or Services concerned. All information about costs and delivery, or any other information in relation thereto provided by BAC via the Marketplace, is for information purposes only. In addition, BAC cannot guarantee that a Seller will execute or complete the transaction or that a Seller will actually complete the return of an item.

3.2 BAC as a provider of Products and/or Services of BAC

If You acquire one or more Products and/or Services offered by BAC, You will enter into a sales or service agreement with BAC. Such sales or service agreement will be governed by the Sales Terms of BAC, as made available on the Marketplace.

4. Use of the Marketplace

4.1 Access to the Marketplace

(a) Registered Use and Unregistered Use

The Marketplace is a publicly available online trading platform. Any User can visit the Marketplace without being required to identify itself. However, in order to acquire Products and/or Services through the Marketplace, Users will be required to identify themselves on the Marketplace by either (i) providing certain personal data (such as but not limited to their name, surname, e-mail address, flight information and payment data) on the Marketplace or (ii) by registering themselves on the Marketplace ("**Registered Users**"). The provision of such personal data to the Marketplace is required as to enable the Seller to effectively perform the transaction. The User understands that it is solely responsible for providing correct and accurate personal data to the Marketplace and that neither BAC nor the Seller assume any responsibility for damages resulting from the User's failure to provide the correct personal data.

When Users provide personal data to BAC, such personal data will be processed in accordance with its Privacy Policy.

(b) Availability of the Marketplace

While BAC uses reasonable efforts to keep the Marketplace accessible, the Marketplace may be unavailable from time to time. The User understands and agrees that there may be interruptions in the Marketplace's access due to circumstances both within BAC's control and outside of BAC's control.

4.2 Acceptable Use

By using the Marketplace, You hereby agree to use the Marketplace in accordance with these Terms. When You use or access the Marketplace, You will not:

- (a) post, list or upload inappropriate, inaccurate, misleading, deceptive, defamatory, or libellous content;
- (b) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- (c) use the Marketplace to directly or indirectly distribute or upload viruses, malicious code or any other form of disruptive code, nor circumvent any technical measures implemented by BAC;
- (d) breach or circumvent any laws, third-party rights or rights of BAC;
- (e) share Your user credentials with any person other than BAC or, as the case may be, the Seller and abstain from allowing any other party from using Your user credentials to acquire Products and/or Services through the Marketplace;
- (f) use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access the Marketplace for any purpose; or
- (g) use the Marketplace in a manner that would infringe any copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights"); or
- (h) place orders on the Marketplace without the intent to purchase the Products and/or Services concerned.

BAC uses best efforts to facilitate the correct performance of the Marketplace and to improve the user experience thereof. Should a User fail to comply with these Terms, BAC will, if possible, provide a notification thereof to the User concerned. If the User fails to remedy such breach within twenty-four (24) hours after the notification was sent, BAC is entitled to temporarily (i) suspend any of its services provided to the User and/or (ii) deny or restrict the User's access to the Marketplace. The foregoing is without prejudice to BAC's right to immediately suspend access to the Marketplace if BAC deems that the User's actions or inactions threaten the correct functioning of the Marketplace.

In addition, BAC explicitly retains all rights to report Users to the competent authorities and to provide any information required to comply with all applicable laws or regulations, or to comply with a judicial or administrative order.

In order to enable BAC to take the required and appropriate measures to restrict access to or to delete any unauthorized or libellous content, BAC asks its Users to report any incorrect, libellous or unauthorized content that might be accessible on the Marketplace or any behavior that would violate these Terms. The Users are requested to use the following e-mail address for this purpose: customersupport@digitalservices.brusselsairport.be

5. Acquiring Products and/or Services on through the Marketplace

5.1 Identity of the Seller

As stated in Article 3 above, the Products and/or Services available on the Marketplace are either offered by BAC or a third party Seller. The identity of the Seller(s) for the Products and/or Services concerned, will be clearly indicated on the Marketplace itself and in the order confirmation that you will receive once you have successfully ordered a Product and/or Service.

You understand that, once you have successfully ordered a Product and/or Service through the Marketplace, You have entered into a legally binding agreement with the Seller of the Products and/or Services concerned. In such case, the Seller will be Your contracting party for the Products and/or Services concerned and the contractual relationship for such Products and/or Services will be governed by the Sales Terms of the Seller concerned. Such Sales Terms are published on the Marketplace and will need to be accepted by You in order to successfully complete an order. Such Sales Terms are also communicated to You in the order confirmation.

Consequently, any claim in relation to the acquisition of Products and/or Services (including but not limited to requests for returns, cancellations, refunds, claims for hidden defects) should be exclusively issued to such Seller and in accordance with the Sales Terms of such Seller. Unless to the extent that such claim relates to a Product and/or Service offered by BAC, BAC will assume no responsibility for such claims.

5.2 Availability of Products and/or Services on the Marketplace

The Products and/or Services listed on the Marketplace are available as long as the stocks of the Seller concerned last. Sellers are required to use all reasonable efforts to provide at all times a correct indication of the availability of the Products and/or Services on the Marketplace. However, on rare occasions it could happen that some Products and/or Services are out of stock at the time of preparing an order for delivery. If the Product and/or Service You ordered cannot be delivered due to stock shortages, You will be proactively informed thereof and You will obtain a refund of the missing Product and/or Service.

However, as stock information is to be provided by Sellers, BAC assumes no responsibility for an incorrect indication of stock availability or the unavailability of Products and/or Services offered by third parties.

5.3 Restrictions

(a) General Restrictions

Certain Products and/or Services offered on the Marketplace might be subject to legal and/or customs restrictions. When acquiring such Products and/or Services, You agree to adhere to such restrictions as set forth on the Marketplace and, as the case may be, the Sales Terms.

In any event, You will not:

- (i) acquire more than 10 Products and/or Services that belong to the category "Alcohol", regardless of the number of Sellers from which You have acquired such Products and/or Services;
- (ii) provide Products and/or Services that belong to the category "Alcohol" to any person under the age of 18;
- (iii) acquire more than 12 Products and/or Services that belong to the category "Perfumes and Cosmetics", regardless of the number of Sellers from which You have acquired such Products and/or Services;
- (iv) acquire Products and/or Services with the intent of reselling such Products and/or Services. Products and/or Services offered on the Marketplace are intended to be acquired in household quantities and are sold for private purposes only.
- (v) as Permanent Airport Identification Badge holder acquire Products and/or Services with a discount for Permanent Airport Identification Badge Holder for an amount of more than 3.5000 EUR per calendar year (offline and online purchase combined).

BAC and/or the Seller concerned are entitled to refuse any order of which they deem that such order would violate these restrictions.

These restrictions depend on the type of Products and/or Services concerned and may vary from time to time. BAC and the Sellers reserve the right to unilaterally amend the restrictions on the Products and/or Services.

(b) Restrictions for travellers

When You acquire Products and/or Services as part of Your journey from or to Brussels Airport, You will understand that certain customs restrictions and restrictions of airlines may apply. Neither BAC nor the Seller make any representation as regards the compliance of the Products and/or Services with such customs or airline restrictions nor with regard to customs restrictions in the country of Your destination. Neither BAC nor the Seller assume any responsibility for such restrictions and You commit to inform Yourself of such restrictions prior to acquiring such Product and/or Service.

5.4 Placing Orders

A User can order Products and/or Services through the ordering procedure of the Marketplace.

(a) Conditions for placing an order

By placing an order through the Marketplace, the Buyer warrants that:

- (i) he is legally capable to enter into binding contracts;
- (ii) he is not precluded by mandatory law or law of public policy to acquire the Product and/or Services;
- (iii) he is at least 18 years old;
- (iv) he holds a valid plane ticket departing from / arriving at Brussels Airport or holds a valid Airport Identification Badge of Brussels Airport.

The Seller or, as the case may be BAC, retains the right to refuse or to cancel any order if it reasonably believes that the Buyer fails to comply with the aforementioned conditions. In any case, the Seller and BAC decline any responsibility if the Buyer provided false or incomplete information to the Marketplace.

(b) Ordering Procedure

If You desire to acquire certain Products and/or Services offered on the Marketplace, You can add such Products and/or Services to your shopping basket. The shopping basket provides You with an overview of all Products and/or Services You intend to order together with (i) the identity of the Seller, (ii) a reference to the relevant Sales Terms, (iii) delivery information and (iv) instructions as regards payment.

Prior to confirming Your order, You can add or delete Products and/or Services from Your shopping basket.

Once You agree with the Products and/or Services to be acquired, you can confirm Your order after which You will be reverted to the payment page.

(c) Paying Your orders

Orders can only be paid by using a valid payment card. The payment of Your order is processed by a third party payment services provider and is subject to the terms and conditions of such payment services provider.

Your order is only complete to the extent that such payment services provider has confirmed the successful payment of Your order. You understand that neither BAC nor the Seller is liable for any damages resulting from acts or omissions of the payment services provider and the liability of such payment services provider is solely governed by his terms and conditions as may be consulted on the Marketplace.

You expressly agree that the payment method as set forth herein is the sole manner in which Products and/or Services can be paid and any other payment method, including payment on delivery, cash payment or direct payment to the Seller, are hereby explicitly excluded.

(d) Order confirmation

Upon successful completion of the ordering procedure and successful payment of the order, You will receive an order confirmation on the e-mail address provided by You. The order confirmation will provide, as the case may be:

- (i) The identification of the Seller(s);
- (ii) The price applicable to the Products and/or Services ordered;
- (iii) A description of the Products and/or Services ordered;
- (iv) The method of payment used;
- (v) Your billing address;
- (vi) The delivery method selected;
- (vii) The place where the delivery will take place and useful information related to the delivery point such as, for example, its opening hours and location.

The transaction between You and the Seller is final upon sending the order confirmation to You. Although the order confirmation might be branded with BAC's logo and trade name, such branding does not imply that BAC would have any contractual relationship with You as regards the sale of the Product and/or Service concerned.

6. Description of the Products and/or Services

The Products and/or Services to be delivered are those described in the order confirmation.

Although BAC requests its Sellers to provide accurate information on the Marketplace, it may, on rare occasions, happen that the Products and/or Services delivered by a Seller are slightly different from the Products and/or Services ordered. Such modifications may only concern non-essential characteristics of the ordered Products and/or Services (e.g. notably the color of packaging, the shape of a bottle of perfume).

The Seller always describes its products in good faith, however, the images presented on the Marketplace have no contractual value. Neither BAC nor the Seller accept any liability for any error contained in the product descriptions on the Marketplace. However, if such errors have been brought to the Seller's attention in writing, the Seller is committed to the extent possible and within its means, to correct these errors as soon as possible.

7. Charges

(a) General

The charges for the Products and/or Services are indicated in Euro. The charges are VAT inclusive. However, if You have selected a flight destination, the amount of the charges for a Product and/or Service will depend on the destination to which You will travel. For flights within the European Union, no import taxes will be charged. Consequently, when selecting for a flight within the European Union, only the rates applicable within the European Union will be charged, as clearly indicated on the Marketplace.

If You have selected a flight outside the European Union, import taxes might apply. In such cases, the rates applicable in your destination country for the Products and/or Services concerned will be charged, as clearly indicated on the Marketplace.

(b) Delivery costs

Should Your order generate delivery costs, such costs will be clearly specified on the Marketplace, including in Your payment basket and on Your order confirmation.

(c) Payment Charges

Neither BAC nor the Seller will charge the Buyer with any additional costs for the processing of the payment transaction. The costs generated by the third party payment services provider are to be borne by the Seller.

8. Delivery of Orders

Products and/or Services will be delivered in accordance with the delivery method selected by You on the Marketplace. Such Products and/or Services will be delivered by the Seller concerned in accordance with the delivery conditions set forth in the Sales Terms.

You understand that, unless to the extent that Your order relates to Products and/or Services offered by BAC, BAC is a third party to Your agreement with the Seller. Consequently, any claims as regards the delivery of Products and/or Services should be brought against the Seller concerned in accordance with the Sales Terms.

9. Claims

Any claims with regards to Product and/or Service, including but not limited to claims for refunds, claims relating to defective Products and/or Services, claims relating to non-conform delivery, etc. should be exclusively and directly addressed to the Seller concerned. Such claims must be brought to the Seller in accordance with the Sales Terms as communicated to You and accepted by You when placing Your order.

10. Right of Withdrawal

If You acquire Products and/or Services as a consumer, You may have a right of withdrawal as further specified in Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council Text with EEA relevance (the "**Consumer Rights Directive**") and as is implemented in national laws of the Member States of the European Union.

If You desire to exercise such right, You hereby agree to exclusively exercise such right against the Seller of the Product and/or Service concerned and not BAC. The exercise of such right is to be governed by Sales Terms of the Seller concerned.

11. Intellectual Property Rights

11.1 Legal protection of the Marketplace

Any and all elements of the Marketplace (such as but not limited to texts, layouts, illustrations, pictures, functionalities) and the Marketplace itself are, among others, protected by national and international rules governing intellectual property rights which include, but are not limited to, copyright, database rights and trademarks. Any reproduction, copy, adaptation, translation, modification, alteration, edition and/or diffusion of all, or a part, of the Marketplace, whatever the form and whatever the means, electronic and/or mechanic, is strictly prohibited without the prior written consent of the right holder(s). Any violation of the right holder's rights may lead to civil and/or criminal proceedings.

11.2 Legal protection of BAC's database

BAC has made a substantial investment in creating and producing the Marketplace and the underlying database of Products and/or Services. BAC database is an original database integrating independent data in a systematic and original way, the creation of which has entailed a substantial investment. BAC's database is, among others, protected by national and international rules governing author's rights, including copyright. Any reproduction, copy, adaptation, translation, modification, alteration, edition and/or diffusion of all, or a part, of BAC's database, whatever the form and whatever the means, electronic and/or mechanic, is strictly prohibited without the prior written consent of BAC.

Furthermore, the content of BAC's database is protected by the Belgian Code of Economic Law regarding the legal protection of the databases implementing the directive 96/9/EC of the European Parliament and of the Council of 11 March 1996. According to these legal provisions, BAC may prevent extraction and/or reutilization of the whole or of a substantial part of the contents of BAC's database.

Violation of copyright and/or database rights may lead to civil and/or criminal proceedings.

12. Warranty

BAC aims to maintain the safety, security and proper functioning of the Marketplace. However, it cannot guarantee the continued or error-free operation of the Marketplace nor can it guarantee the correctness of the information provided by Sellers.

By using the Marketplace, You agree to use the Marketplace at your own risk, and that it is provided to you on an "as is" and "as available" basis. Accordingly and to the extent permitted by applicable law, BAC excludes all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

13. Liability and indemnification

13.1 General

The limitations and exclusions of liability as set forth herein apply to Your use of the Marketplace. They are however without prejudice to any rights or claims You may have against a Seller. As stated above, such rights and claims should be exclusively addressed against such Seller in accordance with the Sales Terms.

13.2 No liability for content provided by third parties

Except with regard to the Products and/or Services offered by BAC, BAC exercises no control over nor in any way approves the information provided on the Marketplace by the Sellers. BAC therefore makes no statement concerning the appropriateness, reliability, suitability, usefulness and/or exactness of (i) the information provided by such Sellers and (ii) Products and/or Services offered by Third Parties and associated graphics and elements that the Marketplace contains, regardless of its use. In such case, BAC is neither responsible nor liable for any errors or omissions, or for the results obtained from the use of the information provided by such Sellers. The information, products and services included on the Marketplace can contain technical and content-related inaccuracies or typing errors.

Certain hypertext links in the Marketplace will lead You to external websites that are not under the control of BAC. BAC accepts no responsibility or liability for the contents of any third party site to which a hypertext link or any other type of link exists and gives no representation or warranty (express or implied) as to the information contained on any such site. BAC has no control over the nature and contents of such sites and is not recommending the information they contain nor any third party's products or services.

13.3 Exclusion of liability

To the extent permitted by applicable law, BAC is not liable, and You agree not to hold BAC responsible, for any damages or losses resulting directly or indirectly from:

- (a) actions, or inactions of third parties including Sellers;
- (b) Your use of or your inability to use the Marketplace;
- (c) delays or disruptions in the Marketplace;
- (d) viruses or other malicious software obtained by accessing or linking to the Marketplace;
- (e) glitches, bugs, errors, or inaccuracies of any kind in the Marketplace;
- (f) damage to your hardware device from the use of the Marketplace;
- (g) a suspension or other action taken by BAC with respect to Your account as a result from Your breach of these Terms.

Under no circumstances shall BAC, its related partners or corporations, managing directors, principals, agents or employees be responsible or liable to You or anyone else for any decision made or action taken in reliance upon the information provided by Sellers other than BAC or for any direct, indirect, incidental, special or general, consequential or other damages whatsoever, even if advised of the possibility of such damages.

With the exception of direct damages resulting from fraud or wilful misconduct by BAC or claims for which liability cannot be limited under mandatory law, BAC will not be held liable for direct damages, incidents, sanctions in the form of damages awarded, collateral damage, extraordinary damage, indirect damage or any other type of damage, whether material or immaterial, especially for damages resulting from a loss of use, of data or a loss of profits resulting from or related to the use or the operation of the Marketplace, the delay related to the use of the Marketplace or the impossibility to use it, the delivery or the lack of delivery of Products and/or Services offered by Third Parties, or for damages related to any form of information, software, products, services and associated graphics elements that were provided by third parties and obtained via the Marketplace or that are the result of the use of the Marketplace, regardless of whether it concerns contractual liability, liability due to an unlawful act or quasi-unlawful act, or whether this liability is based on a liability without fault or other.

13.4 Limitation of liability

If, notwithstanding the foregoing, BAC were to be held liable, BAC's liability per event giving rise to damages would be limited to 100 EUR per event provided however that BAC's total and aggregate liability to You for any and all damages under this Agreement is limited to 10.000 EUR.

13.5 Indemnification

You will indemnify and hold BAC and, as the case may be, the Seller (including the affiliates and subsidiaries, as well as the respective officers, directors, employees, agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Your breach of this Agreement or Your breach of any law or the rights of a third party.

14. Force Majeure

"**Force Majeure**" shall mean any unforeseen event which is beyond the reasonable control of BAC, the Seller or the User or any foreseeable occurrence the consequences of which may not reasonably be avoided and which prevents performance of the Agreement, in whole or in part, by the party affected by such event of Force Majeure (including but not limited to fires, strikes, lock outs, or other industrial action, flight cancellation, delays, any acts or restraints of any government or public authority, war or outbreaks of hostilities of any kind). For the avoidance of doubt, the situation where the Buyer misses his flight, regardless of the cause, is not considered an event of Force Majeure. However, this provision shall not apply if the said flight is a connecting flight and that flight was missed because the first flight the Buyer took was delayed.

In the event Force Majeure, performance of the obligations under this Agreement or the Sales Terms shall be suspended for the duration of the delay caused by the event of Force Majeure and the period of performance shall be automatically extended, without any penalty, for an equal period. If a Seller is affected by an event of "Force Majeure", it shall consult the Buyer with a view to find an equitable solution and shall use all reasonable efforts to minimize the consequences of the occurrence.

15. Term and Termination

15.1 Term

This Agreement is valid for an indefinite period.

15.2 Termination

BAC may terminate this Agreement by e-mail notification, without any prior recourse to the court and without any further notice, if the User materially and/or repeatedly fails to perform any of its obligations under this Agreement, and such failure is not remedied within twenty-four (24) hours after written notice from BAC to the failing party reasonably specifying the nature of the failure. The foregoing is without prejudice to BAC's right to suspend the User's access to the Marketplace in case of the User's failure to comply with the terms set forth herein.

15.3 Survival

Termination of this Agreement pursuant to the Article above, will not affect the agreement entered into between the Buyer and the Seller.

16. General

16.1 Entire agreement

This Agreement contains the entire contract and understanding between the parties with respect to the subject matter hereof and supersede and replace all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the parties.

16.2 Severability

Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in force and effect as if such invalid, illegal or unenforceable (part of) provision had never been contained herein. Moreover, in such event, BAC shall amend and/or substitute the invalid, illegal or unenforceable (part(s) of) provision(s) in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of) provision(s).

16.3 Waiver

Failure or delay in requiring strict performance of this Agreement, or failure or delay to enforce a provision of this Agreement, or a previous waiver or forbearance to this Agreement, shall in no way be construed as a waiver of any provision of this Agreement.

17. Dispute resolution

All disputes concerning, but not limited to, the validity, interpretation, enforcement, performance and termination of this Agreement shall be governed by and construed in accordance with Belgian law. No effect shall be given to any other choice-of-law or conflict-of-law rules or provisions that would cause the laws of any other jurisdiction to be applicable, without prejudice to any applicable provisions of mandatory law relating to consumer contracts.

All disputes which cannot be resolved through good faith discussions, shall be submitted to the exclusive jurisdiction of the Brussels courts, without prejudice to any applicable provisions of mandatory law relating to consumer contracts.

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