

# GENERAL PURCHASE CONDITIONS FOR MARKETING & COMMUNICATIONS OF SCHIPHOL NEDERLAND B.V. - July 2018

## Article 1. Definitions

In these general purchase conditions, the following terms are defined as stated below:

**Acceptance:** the approval from SNBV for the functioning of the Hardware and/or the application in conjunction with certain (application) Software used by SNBV and/or the approval for all parts of the Software or the approval for the Services provided by the Other Party.

**Acceptance Test:** the test conducted to demonstrate that the Hardware, in conjunction with the (application) Software to be used by SNBV, meets the agreed specifications, as well as that it has the properties guaranteed in accordance with these Terms and Conditions and/or that the Software, in conjunction with the Hardware to be used by SNBV, meets the agreed specifications.

**Hardware:** the Hardware described in the Agreement and (to be) delivered by the Other Party, along with corresponding Documentation and Materials.

**Schedules:** the appendices to the Agreement that form an integrated part of the Agreement after being initialled by the Parties.

**Services:** all services and facilities purchased and/or to be delivered and/or made available by SNBV pursuant to the Agreement, including (when applicable) the work undertaken by the Other Party.

**Documentation:** the description of the functionality and user options of the Hardware, issued by the Other Party, whether or not contained in the Software or in separate books or other data carriers.

**Fault/Faults:** the Hardware or Software failing to (fully) comply with the agreed specifications.

**Supplier's Code:** the supplier's code of SNBV, setting out the code of conduct with regard to integrity and corporate responsibility, version March 2015. Any subsequent versions will replace the previous ones and can be consulted on [www.schiphol.nl](http://www.schiphol.nl).

**Offer:** a document that is prepared at the request of SNBV, containing a specified offer for an intended Agreement.

**Maintenance:** maintenance of the Hardware and/or the Software as detailed in the Agreement and/or in the SLA.

**Agreement:** every agreement with regard to the purchase of goods and/or work by or on behalf of SNBV and/or to provide services of any nature for SNBV.

**Personnel:** the staff members and/or other third parties and/or auxiliary personnel to be deployed by the Other Party for the performance of the Agreement and who will work under his responsibility.

**Software:** computer programs with associated Documentation and Materials for which the Other Party has granted SNBV a right of use on the basis of an Agreement. Software also refers to Software improved or changed by or on behalf of SNBV (Improved Version) as well as New Versions of the Software provided by the Other Party or by third parties.

**Service Level Agreement or SLA:** a technical and detailed specification of the services to be provided pursuant to an Agreement, as well as for every specified element of these services, the requirements of which must be met by that specific element in particular.

**SNBV:** the private limited company Schiphol Nederland B.V. and the Dutch companies affiliated with Schiphol Nederland B.V. in accordance with the provisions of Section 2:24a of the Dutch Civil Code [Burgerlijk Wetboek].

**Other Party:** the natural person or legal entity that is SNBV's counter party with regard to an Offer or an Agreement.

## Article 2. Applicability

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- 2.1 These Terms and Conditions are applicable to all requests, Offers, quotes, orders and Agreements in the course of which SNBV acts as the purchaser of goods and/or Services and/or works.
- 2.2 Deviations from these general purchase conditions apply only if they are agreed on in writing.
- 2.3 The general terms and conditions of the Other Party or other third parties - regardless of their name - are not applicable.
- 2.4 If one or more provisions of these Terms and Conditions appear to be void, are nullified or otherwise lose their legal validity, the other provisions of these Terms and Conditions will remain in force to the greatest possible extent, insofar as this is in accordance with the purport of these Terms and Conditions. The Parties will subsequently consult each other about the aforementioned provisions in order to come to an alternative arrangement in the course of which the purport of these Terms and Conditions is preserved.

### **Article 3. The formation of an Agreement**

- 3.1 An Offer made at the request of SNBV is binding and irrevocable for the period given.
- 3.2 Unless agreed otherwise in writing, SNBV does not owe the Other Party any costs in connection with the quotes and Offers it has asked for.
- 3.3 If an Offer from the Other Party results in a written purchase order from SNBV, the Agreement is formed the moment SNBV sends the order.
- 3.4 In the event that an Agreement is entered into verbally, the Parties will suspend the performance of the Agreement until SNBV has sent the written confirmation of the order.
- 3.5 When appropriate, the Agreement can also be formed by means of a scanned document that is sent by e-mail, as long as the scan is duly signed, in which case e-mail messages with a scan are equated with written documents.
- 3.6 In this article, "written" is taken to mean a message that is sent by letter, fax or e-mail to the appropriately authorised representative of the party in question.

### **Article 4. Contents of the Agreement**

- 4.1 The Agreement and these Terms and Conditions form all agreements made between SNBV and the Other Party. If SNBV makes certain specifications, technical information, designs, instructions, application techniques, test instructions, models, layouts, sketches and/or other documents available for the performance of the Agreement and/or if the parties agree on a Service Level Agreement (SLA), these also form a part of the Agreement.
- 4.2 Deviations from these Terms and Conditions, as well as additions for further performance can only be agreed on in writing.

### **Article 5. Prices**

- 5.1 The agreed prices are fixed, quoted in euros and include all taxes and levies (such as import and export duties) and all other costs but do not include VAT unless agreed otherwise in writing. Furthermore, the prices are based on the delivery duty paid delivery condition (DDP, Incoterms, 2010 edition, issued by the International Chamber of Commerce in Paris) at the agreed delivery location.
- 5.2 For the Services and/or Goods and/or Hardware and/or Software delivered by the Other Party to SNBV, the former will charge the latter the agreed prices and fees. The Other Party undertakes to use a transparent price calculation and to make this accessible for SNBV.
- 5.3 The Other Party is obliged to voluntarily notify SNBV of price changes, after which the Parties will consult about the changes to the prices and rates payable by SNBV. The changed prices apply only when the Parties have documented this in writing and have signed the document in evidence of their approval.
- 5.4 If the possibility of price changes is agreed on, this cannot be invoked for orders already placed by SNBV.
- 5.5 In the event of price changes for the provision of services, the Supplier can change his agreed prices with regard to the wage costs component only once per calendar year (on 01 January) after consultation and written agreement with the Corporate Procurement contact person of SNBV (purchaser) referred to in the (further) Agreement. This intended change must be announced to SNBV in writing no later than 01 October prior to the new calendar year (n), along with a proper substantiation. If the Parties agree on a change, the maximum change percentage will be determined using the index for collective labour agreement wages Business Industry 70-74 (2000=100), including special wages. The calculation is based on the figures published for the period from July of the previous year (n-2) until June of the year that precedes the year in which the change date of 01 January falls (n-1).

### **Article 6. Benchmarking**

- 6.1 SNBV reserves the right to check the market conformity of the rates for the Services provided by the Other Party or the prices of the products delivered. Based on the results of this check, SNBV will consult with the Other Party in order to adjust the prices or rates. If the Parties fail to reach an agreement about the new prices or rates, SNBV has the right to terminate the Agreement.

### **Article 7. The premises of SNBV**

- 7.1 Before performing the Agreement, the Other Party has to familiarise himself with the situation in the airport area and the buildings of SNBV where the agreed performance must be undertaken and which may affect the performance of the Agreement. Any costs of a delay in the performance of the Agreement caused by such situations are at the expense and risk of the Other Party.
- 7.2 Before performing the Agreement, the Other Party and his Personnel must familiarise themselves with the instructions and regulations applicable in the airport area and in the buildings of SNBV, including the Amsterdam Airport Schiphol regulations which also include the Schiphol badge conditions, and act accordingly. SNBV will immediately make a free copy of the prevailing instructions and regulations available at the Other Party's request. The current version of the Schiphol regulations can always be consulted on [www.schiphol.nl](http://www.schiphol.nl), in the bottom right of the home screen.
- 7.3 The Other Party ensures that its Personnel carries required proof of access in the airport area and in the buildings of SNBV, in accordance with the appropriate regulations.
- 7.4 The Other Party ensures that its presence and the presence of its Personnel in the airport area and in the buildings of SNBV does not impede the undisturbed continuance of the operations of SNBV and third parties.

#### **Article 8. Delivery**

- 8.1 Delivery is also taken to mean a partial delivery and delivery of all associated auxiliary materials and Documentation referred to in Article 11.
- 8.2 The Other Party has to immediately notify SNBV in writing of any situation that may delay delivery. If any such situation arises, the Other Party is obliged to do anything possible to fulfil its obligations, without prejudice to the right of SNBV referred to in Article 28 (Termination of the Agreement) of these Terms and Conditions.
- 8.3 As soon as the Other Party knows or should know that delivery will not be made (in time) or not be made properly, it must immediately notify SNBV thereof in writing, stating the circumstances for this non-performance. Without prejudice to the right of SNBV to dissolve the Agreement in accordance with the provisions of Article 28.2, the Parties will consult if and if so how the situation can be resolved to the satisfaction of SNBV. In that case, SNBV is entitled to rectify or replace the matter or instruct third parties to do so. The costs ensuing from this are payable by the Other Party.
- 8.4 If SNBV asks the Other Party to postpone delivery, the Other Party will store, secure and insure the objects properly and recognisably intended for SNBV.
- 8.5 The agreed performance is not regarded as delivered/completed until the Other Party has either notified SNBV verbally or in writing of the fact that the performance is completed and the persons appointed by SNBV have approved the performance and have notified the Other Party thereof in writing.
- 8.6 The Other Party is at all times responsible for and attends to the Personnel to be hired for the agreed performance. Personnel hired by the Other Party for the performance of the Agreement will meet the special requirements attached by SNBV, and failing those, the general requirements of craftsmanship and expertise.
- 8.7 SNBV or a third party it has hired has the power to identify the Personnel who are involved by the Other Party for the performance of the Agreement. If in the opinion of SNBV, the Personnel is insufficiently qualified, SNBV is entitled to demand this Personnel is removed and the Other Party is obliged to replace them immediately in accordance with the provisions of paragraph 7 of this article.
- 8.8 Goods, Hardware and/or Software are delivered DDP Schiphol, at the agreed delivery location unless agreed otherwise in writing. The interpretation of the conditions for delivery is subject to the "Incoterms", 2010 edition, issued by the International Chamber of Commerce in Paris.  
The Goods, Hardware and/or Software to be delivered must be accompanied by a packing list. The packing list must quote the order number of SNBV, as well as the item number or numbers, quantities and descriptions.  
Goods are deemed to have been delivered only when SNBV has signed to confirm receipt. SNBV is entitled to suspend payment until Approval has been given and/or Acceptance has been confirmed.

#### **Article 9. Packaging**

- 9.1 The items must be packed in such a way that, subject to normal transport, they will reach their destination in good order and can be unloaded and stored using the usual means of transport. The Other Party is liable for any damage caused by insufficient and/or ineffective packaging.
- 9.2 The Other Party endeavours to use sustainable and environmentally-friendly packaging material.
- 9.3 SNBV is at all times entitled to return packaging materials to the Other Party. Packaging materials are returned to the dispatch address of the Other Party at the expense and risk of the Other Party.
- 9.4 When using return packaging and when packaging is charged, this must be stated separately on the Offer and the consignment note. Return packaging must be clearly marked as such by the Other Party. Returning the return packaging is at the expense and risk of the Other Party.

#### **Article 10. Ownership**

- 10.1 The risk of the goods to be delivered does not transfer to SNBV until delivery. The risk does not transfer if the goods do not comply with the Agreement or if the goods are not accompanied by the associated auxiliary materials and Documentation.

- 10.2 Ownership of the goods transfers from the Other Party to SNBV no later than the moment of delivery, without prejudice to the right of SNBV to reject the goods in accordance with Article 17. The Other Party guarantees that the goods are not encumbered with any third-party rights.
- 10.3 SNBV is entitled to demand that ownership of the goods and/or the appropriate materials and parts is transferred at an earlier time. In that case, the Other Party will mark the goods and/or the appropriate materials and parts as the recognisable property of SNBV and it will indemnify SNBV against loss, damage and the exercise of rights by third parties.

#### **Article 11. Auxiliary materials and Documentation**

- 11.1 Materials, drawings, calculations, models, moulds, instructions, specifications, quality, test and warranty certificates, service manuals, instruction books, manuals and other auxiliary materials and Documentation made available by SNBV or purchased or produced by the Other Party for the delivery to SNBV remain the property of SNBV or they become the property of SNBV at the time of delivery.
- 11.2 The Other Party is obliged to mark the auxiliary materials and Documentation referred to in the previous paragraph as the recognisable property of SNBV, to keep them in a good condition and to insure them, at its own expense, against all risks for as long as the Other Party acts as a keeper of those auxiliary materials and Documentation.
- 11.3 The Other Party will not use the auxiliary materials and Documentation or make them available for use for any purpose other than the agreed performance unless SNBV has granted its prior written consent for this.
- 11.4 The Other Party will make the auxiliary materials and the Documentation with regard to Hardware, Software and Maintenance available to SNBV within the agreed term.
- 11.5 The auxiliary materials and the Documentation provide a correct, complete and detailed description of the Hardware to be delivered or the Software to be made available by the Other Party or the Maintenance thereof.
- 11.6 SNBV is entitled to copy the auxiliary materials and the Documentation referred to in Article 11.1 for its own use.
- 11.7 The auxiliary materials and the Documentation will be drawn up in Dutch.
- 11.8 During the agreed warranty period, the Other Party will replace, change or adjust the Documentation at its own expense when asked to do so by SNBV if at any time it appears that the Documentation contains incorrect information or is otherwise incomplete, insufficient, unclear or out of date.

#### **Article 12. Approval, consent**

- 12.1 The approval or consent granted to the Other Party by SNBV for any situation as referred to in these general purchase conditions does not release the Other Party from its obligations under the Agreement.

#### **Article 13. Cooperation**

- 13.1 The Parties are at all times obliged to give each other full cooperation and all the details and information required or useful for the performance of the agreed Services.
- 13.2 If SNBV makes Hardware, materials or data available to the Other Party, the relevant rights of ownership remain vested in SNBV. The Other Party will handle the goods made available with great care.
- 13.3 If and to the extent necessary for the performance of the work, SNBV will give the Other Party sufficient space to work in.
- 13.4 If the Other Party has installed Hardware at the SNBV locations for the delivery of the agreed Services, SNBV will grant the Other Party access to this Hardware within normal business hours or, in exceptional cases, when necessary, outside business hours, in accordance with the company rules of SNBV. This right of access applies to Personnel of the Other Party and to third parties who act on behalf of and under the responsibility of the Other Party.
- 13.5 Within the framework of the IT services provided, SNBV is entitled to ask the Other Party for a Third-Party Notification (TPN) in order to verify quality requirements and processes. This TPN audit report will be provided free of charge within a reasonable term of SNBV asking for the TPN.

#### **Article 14. Changes, contract extras**

- 14.1 SNBV is entitled to demand that the scope and/or properties of the agreed performance are changed. SNBV is entitled to make changes or have changes made to the auxiliary materials and the Documentation referred to in Article 11.
- 14.2 If in the opinion of the Other Party, a change will affect the agreed price and/or delivery date or dates, it will notify SNBV thereof in writing, before implementing the change, as soon as possible yet no later than eight (8) days after the notification of the required change. If SNBV feels these consequences for the price and/or delivery time are unreasonable in relation to the nature and the scope of the change, SNBV is entitled to terminate the Agreement with immediate effect by means of a written notification to the Other Party. Termination by virtue of this paragraph does not give the Parties any right to compensation of any damage.
- 14.3 The Other Party has to notify SNBV of expected contract extras in time. The Other Party can perform and charge contract extras only with the prior written consent of SNBV. Prior to performing contract extras, the Other Party has to specify the costs in writing, failing which SNBV is not obliged to pay for the contract extras.
- 14.4 The Other Party cannot make changes without the prior written instruction or consent of SNBV.

## Article 15. Payment, invoicing and claims

- 15.1 Unless explicitly agreed otherwise, payment is made thirty (30) days after SNBV has received the invoice and SNBV has approved delivery by notifying the Other Party thereof in writing.
- 15.2 The Other Party is obliged to quote the Purchase Order number and the order position number on the invoice and corresponding documentation.
- 15.3 SNBV is entitled to demand that, in order to secure the fulfilment of the obligations of the Other Party, the Other Party issues an unconditional and irrevocable bank guarantee at its own expense through a bank that is deemed acceptable by SNBV.
- 15.4 If the Other Party fails to fulfil any obligation pursuant to the Agreement or these general purchase conditions or fails to do so in full, SNBV is entitled to suspend payment to the Other Party.
- 15.5 Payment by SNBV does not in any way constitute a waiver of rights. SNBV is at all times entitled to set off the amounts it owes the Other Party against claims it may have against the Other Party for whatever reason.
- 15.6 A claim of the Other Party against SNBV must have been brought within one year of the claim arising.

## Article 16. Acceptance and Acceptance Test

- 16.1 The Parties may agree on an Acceptance Test being carried out. In that case, the Parties will determine the procedure with regard to the Acceptance Test in mutual consultation. The Acceptance Test is described separately in a Schedule to the Agreement. If no Acceptance Test has been agreed on, SNBV will notify the Other Party in writing of its decision to whether or not accept the Hardware and/or Software within two (2) weeks of delivery. If the Other Party has not received any written notification from SNBV within that period, it is not a reason to conclude that SNBV has accepted the Hardware and/or the Software. If SNBV does not accept the Hardware and/or the Software, it will explain in detail why it does not accept the Results. If SNBV has started to use the Hardware and/or the Software, SNBV is deemed to have accepted the Hardware and/or the Software.
- 16.2 SNBV will draw up the procedure for the Acceptance Test. The costs of the cooperation to be rendered by the Other Party at the written request of SNBV will be charged to SNBV at the agreed rates.
- 16.3 The results of the Acceptance Test will be documented in writing in a test report that will be signed by both Parties.
- 16.4 Minor faults that do not reasonably impede the operational use of the Hardware and/or the Software will be rectified by the Other Party at a time to be agreed on by the Parties.
- 16.5 The Hardware and/or Software are deemed to have been accepted by SNBV if SNBV has notified the Other Party thereof in writing, possibly stating any minor faults that still need to be rectified.
- 16.6 After Acceptance and pursuant to the Agreement, the Other Party is not obliged to rectify the Faults in the Hardware and/or the Software, with the exception of cases when:
  - a) SNBV can enforce a claim under the agreed warranty;
  - b) the Faults would not have occurred if the Other Party had correctly fulfilled its agreed maintenance obligations; and/or
  - c) the Faults were hidden when the Hardware and/or the Software was accepted and SNBV could not in all reasonableness have discovered them.

In that case, the Other Party is obliged to rectify the Faults in accordance with the provisions of these Terms and Conditions.

## Article 17. Inspection

- 17.1 Everytime when asked, the Other Party will give SNBV the opportunity to inspect the (partially) (yet to be) delivered goods and/or the Services (partially) provided and the parts and materials (such as tools) to be used for the performance of the Agreement on the basis of the specifications agreed on by the Parties, as well as any statutory or other governmental specifications. When asked, the Other Party will provide test and measuring hardware, as well as personnel support free of charge unless explicitly agreed otherwise in writing.
- 17.2 SNBV is entitled to ask an independent organisation to inspect the (partially) (yet to be) delivered goods and/or the Services (partially) provided. If this organisation issues a negative advice, the costs of the inspection conducted by this organisation will be payable by the Other Party.
- 17.3 In connection with an inspection pursuant to this article, the Other Party will grant access to the locations where the goods are manufactured or stored, cooperate in the desired inspections and provide the necessary Documentation and information, at its expense.
- 17.4 If SNBV fully or partially rejects the parts and materials to be used by the Other Party for the performance of the Agreement, the Other Party is obliged to immediately replace the rejected parts and materials.
- 17.5 If the (partially) (yet to be) delivered goods and/or the Services (partially) provided are rejected, SNBV is entitled to stipulate a term within which the Other Party has to rectify or replace the rejected goods and/or has to provide the Services again. If the Other Party is unable to deliver the goods and/or provide the Service with the stipulated time, it is in default by operation of law and it has to immediately refund anything already paid, without any demand being required and without prejudice to the provisions of Article 27.
- 17.6 In urgent cases and in cases in which it is reasonable to assume, after consultation with the Other Party, that it will fail to fulfil its obligations under this article, SNBV is entitled to make the repairs or replacement itself or to arrange for this to be done by third parties. The costs ensuing from this are payable by the Other Party.



- 17.7 If goods are delivered or if Services are provided in parts, each part is inspected separately. When a part is rejected, the Other Party cannot invoke the acceptance of a previous part.
- 17.8 If goods are rejected, the risk and ownership are deemed to have never transferred to SNBV.

#### **Article 18. Warranty**

- 18.1 The Other Party guarantees the reliability of the goods it has delivered and/or the Services it has provided and it guarantees that these goods and/or Services comply with the Agreement. This warranty stipulates, at least, that:
- a) the goods and/or Services are suitable for the purpose for which the order was placed and the Agreement was concluded;
  - b) the goods are new, of good quality and free from faults and third-party rights;
  - c) the Services will be provided in a professional manner and without interruption;
  - d) the goods and/or Services are accompanied by all information and instructions needed for the correct and safe operation thereof; and
  - e) the goods and/or Services comply with all regulations ensuing from applicable European and Dutch legislation with regard to, among other things, health, safety and the environment.
- 18.2 The warranty period is 24 months unless explicitly agreed otherwise in writing. The warranty period starts when the goods delivered and/or the Services provided have been approved. If faults are discovered in the delivered goods during the aforementioned warranty period which are not the result of normal wear and tear or incorrect use, the Other Party has to replace or repair the faulty goods at its own expense. Faults are also taken to mean material and/or manufacturing faults. A similar obligation to rectify faults applies to Services provided, namely for a 24-month period after the Services in question were provided.
- 18.3 For repaired or replaced goods and/or Services provided, the warranty period mentioned in Article 18.2 resumes after SNBV has accepted the repairs or replacement which the warranty provisions applied to.

#### **Article 19. Confidentiality**

- 19.1 The Other Party guarantees confidentiality towards third parties with regard to all business information, including capital resources, business operations, Software and other data from SNBV which is somehow disclosed to the Other Party.
- 19.2 The Other Party is not permitted to multiply business information that relates to the Agreement or to disclose this to third parties other than required and within the framework of the performance of the Agreement and with the written consent of SNBV.
- 19.3 All auxiliary materials and Documentation referred to in Article 11 and other business information made available to the Other Party by SNBV within the framework of the Agreement will at all times remain the property of SNBV and must be returned on SNBV's demand or no later than upon delivery.
- 19.4 The Other Party is obliged to refrain from disclosing information about SNBV and all its activities, particularly with regard to the contents of the Agreement, to third parties. This obligation particularly and especially applies to dealings with the media.
- 19.5 The Other Party will impose the obligations set out in this article on its Personnel too.
- 19.6 SNBV can be given as a referee only with the written consent of the Corporate Affairs department.
- 19.7 When the provisions of this article are violated, the Other Party owes SNBV an immediately payable fine of €10,000 per event, as well as €500 for each day during which it is in breach, without prejudice to SNBV's right to claim full compensation and SNBV's right to take other measures against the Other Party.

#### **Article 20. Intellectual property**

- 20.1 The Other Party guarantees that the agreed performance and the use thereof by or on behalf of SNBV will not infringe any patent right, trademark right, design right or copyrights or any other third-party intellectual property rights. The Other Party indemnifies SNBV against all third-party claims in this respect and it will compensate SNBV for all damage and costs as a result of such claims.
- 20.2 If the intellectual creations ensuing from compliance with the Agreement are subject to an intellectual property right or if such a right can be created, the Other Party will transfer these rights and entitlements to SNBV when the right or the entitlement arises, which transfer is hereby accepted by SNBV. Insofar as possible, the Other Party waives its personality rights within the meaning of Section 25 of the Copyright Act [Auteurswet].
- 20.3 The Other Party is obliged to provide SNBV with all the information and to render all cooperation required for the transfer and/or the creation of the rights referred to in paragraph 2, without being able to stipulate any conditions. Insofar as the transfer and/or the creation requires a more detailed deed, the Other Party will, on SNBV's first demand, sign such a deed.
- 20.4 Without the prior written consent of SNBV, the Other Party undertakes to refrain from using the name of SNBV, the Amsterdam Airport Schiphol word mark, Schiphol Group and/or any intellectual property right of or used by SNBV or N.V. Luchthaven Schiphol. The Other Party refrains from making photos, recordings or other media or using footage showing Schiphol Airport or parts thereof.

## **Article 21. Transfer**

- 21.1 The Parties are not entitled to transfer the rights and obligations under an Agreement to a third party without the written consent of the other party. This consent will not be denied without reasonable grounds, albeit that the consenting party will be entitled to attach conditions to this consent.
- 21.2 The Other Party will not outsource the fulfilment of all or some of its obligations under the Agreement to third parties, without the prior written consent of SNBV.
- 21.3 Any consent given by SNBV is without prejudice to the responsibility and liability of the Other Party to fulfil its obligations by virtue of the Agreement, these general purchase conditions and tax and social security legislation.

## **Article 22. Subcontracting**

- 22.1 If during the performance of the Agreement the Other Party wishes to use the Services of third parties, either through subcontracting or by hiring temporary staff, it will only be entitled to do so after having received the written consent of SNBV.
- 22.2 When giving its consent as referred to in this paragraph, SNBV is entitled to attach conditions to the consent or to attach a time limit to it.
- 22.3 Any consent given by SNBV is without prejudice to the responsibility and liability of the Other Party to fulfil any of its obligations by virtue of the Agreement, these Terms and Conditions and any obligations by virtue of tax and social security legislation, imposed on him as an employer.

## **Article 23. Security and regulations (of Schiphol)**

- 23.1 Insofar as work is carried out at SNBV, the Other Party instructs its Personnel to abide by the security procedures and internal rules stipulated by SNBV.
- 23.2 SNBV demands that certificates of good conduct of the Other Party's personnel are presented before starting any work at SNBV.
- 23.3 SNBV can subject the Other Party's personnel deployed for the performance of the Agreement to security screening in accordance with the rules applied by the Client. The Other Party will fully cooperate in such screening. Based on the results thereof, SNBV can refuse the deployment of the particular member of staff for the performance of the Agreement.
- 23.4 The Other Party announces the arrival of its personnel at an SNBV location to the SNBV contact person in time. The Other Party ensures that its personnel is able to identify itself when asked by SNBV and that it can prove that it works for or on behalf of the Other Party. SNBV can deny anyone access to one of its locations.
- 23.5 If a member of staff of the Other Party who visits locations of SNBV in that capacity does not or will no longer be employed by the Other Party for whatever reason, the Other Party will immediately notify the contact person of SNBV thereof.
- 23.6 The Schiphol Regulations published on the website ([www.schiphol.nl](http://www.schiphol.nl)) apply to this Agreement.

## **Article 24. Environmentally hazardous substances**

- 24.1 Before the Agreement is formed, the Other Party must report in writing if the goods presented and to be delivered contain any environmentally hazardous substances that may be released during normal use and/or disruptions, repairs, maintenance or emergencies, the removal, storage, dumping, relocation, discharge or destruction at the end of the lifetime of the goods in question. In that case, when making the delivery, the Other Party must include clear instructions with preventive measures about how to prevent substances from being released. Furthermore, the Other Party has to state the measures to be taken in order to protect SNBV, its members of staff and third parties when these substances are released.

## **Article 25. Payment of tax and contributions**

- 25.1 The Other Party is obliged to comply strictly with its statutory obligations to pay employee insurance contributions, national insurance contributions, wage tax and turnover tax in connection with the Agreement and furthermore, insofar as applicable, to comply strictly with the applicable collective labour agreement. If and as long as SNBV has reason to believe that the Other Party fails to fulfil the obligations set out in the previous sentence or fails to do so in full, SNBV is not obliged to pay the Other Party anything.
- 25.2 The Other Party indemnifies SNBV against all claims (including interest, fines and costs) brought by the tax authorities, a social security administration agency or a third party in respect of the payment of turnover tax, wage tax, national insurance contributions and/or employee insurance contributions payable by the Other Party or a third party.
- 25.3 On SNBV's first demand, the Other Party submits a positive payment history report from the tax authorities and/or the social security administration agency that is no more than three months old. Until such time as the Other Party provides this report, SNBV is not obliged to pay the Other Party any amount owed by SNBV.
- 25.4 Without prejudice to the foregoing, the Other Party will keep its accounts in such a way that the actual wages costs for the agreed performance can be determined. SNBV is at all times entitled to demand an insight into these accounts.

- 25.5 When the legislation in respect of vicarious tax liability or associated legislation applies, SNBV is entitled to pay the wage tax and contribution component of each invoice directly into a G account or directly to the Recipient or a social security administration agency.
- 25.6 If the Other Party uses the Services of (members of staff of) third parties (only with SNBV's consent in accordance with Article 22), the Other Party must provide SNBV with the tax and social insurance numbers, copies of passports and - if applicable - copies of work permits/residence permits of the members of staff in question. If a third party is hired, the Other Party will include the provisions of this article in an agreement with this third party and it will compel the third party to include these provisions in agreements to be concluded by him.
- 25.7 If an instruction issued by SNBV concerns the Secondment of Hiring of personnel, the General Terms and Conditions for Hiring Personnel of Schiphol Nederland B.V., AIVP–SNBV VW– 8002, March 2008 or the most recent version of these General Terms and Conditions for Hiring Personnel, will be applicable to this instruction. The aforementioned terms and conditions can be found on [www.schiphol.nl](http://www.schiphol.nl).

#### **Article 26. Force majeure**

- 26.1 In the event of force majeure of one of the Parties, the fulfilment of the Agreement is fully or partially suspended for the duration of the force majeure period, without the Parties owing each other any compensation. If the situation of force majeure exceeds a period of thirty (30) days, the other party will be entitled to dissolve the Agreement by means of a registered letter, with immediate effect and without judicial intervention and without being obliged to pay any compensation. Force majeure on the part of the Other Party is, in any case, not taken to mean a lack of personnel, strikes, breach of contract by third parties hired by the Other Party, the failure of auxiliary materials and/or liquidation or solvency issues at the Other Party.

#### **Article 27. Liability**

- 27.1 The Other Party is liable for all indirect and direct damage suffered by SNBV and/or third parties as a result of a fault in the goods delivered and/or the Services provided by the Other Party or as a result of the acts or omissions of the Other Party or its Personnel.
- 27.2 The Other Party indemnifies SNBV against any third-party claims in connection with the performance of the Agreement. The indemnification also relates to all damage and costs, including but not limited to any fines (such as those imposed within the framework of the Foreign Nationals (Employment) Act [Wet arbeid vreemdelingen (Wav)]) suffered or incurred by SNBV in connection with such a claim. The Other Party undertakes to fulfil its statutory obligations with regard to the Foreign Nationals (Employment) Act and it indemnifies SNBV against all third-party claims in that respect. The indemnification also extends to all damage and costs suffered or incurred by SNBV in connection with such a claim.
- 27.3 The Other Party will take out adequate insurance against the liability referred to in this article and if so desired, it will allow SNBV to inspect the policy documents.
- 27.4 SNBV is not liable for any damage suffered by the Other Party or its Personnel unless the damage is the result of gross negligence or intent on the part of SNBV.

#### **Article 28. Termination of the Agreement**

- 28.1 SNBV is at all times entitled to prematurely terminate the Agreement by means of a written notification to the Other Party in accordance with a notice period of one month. Immediately after receipt of the written notification, the Other Party must cease the performance of the Agreement. SNBV and the Other Party will consult each other about the consequences of such termination.
- 28.2 SNBV is entitled to suspend all or part of the performance of the Agreement at its own discretion or to terminate all or part of the Agreement by means of a registered letter, without legal intervention being required (and without SNBV being obliged to pay any compensation) in the event that:
- the Other Party applies for a moratorium or is declared insolvent;
  - the Other Party's business is sold or discontinued;
  - permits of the Other Party required for the performance of the Agreement are revoked;
  - an important part of the Other Party's business assets or goods intended for the performance of the Agreement are seized;
  - the Other Party fails to fulfil the Agreement and, insofar as fulfilment is not permanently or temporarily impossible, still fails to fulfil the obligation within fourteen (14) days of being declared to be in default by SNBV in writing.
- 28.3 All claims which SNBV may have or obtain against the Other Party in the event of termination in accordance with this article will be immediately due and payable in full.

#### **Article 29. How data is affected when the Agreement is terminated**

- 29.1 When this Agreement is terminated, the Other Party will ensure that all Data is transferred to SNBV without the loss of Data and with the guarantee that this Data, including the Metadata, can be imported at SNBV or a third party appointed by SNBV in a format that is generally accepted by the sector.



- 29.2 The Other Party will ensure that when this Agreement is terminated, all activities are completed in order to enable SNBV or a third party appointed by SNBV to receive all Data and to import all Data, including all Metadata. The Other Party will present the Data, including all Metadata, to SNBV or a third party appointed by SNBV in a format that is generally accepted by the sector. SNBV is entitled to conduct an acceptance test in order to verify if the Data, including all Metadata, was presented correctly and is functionally usable. The Other Party will resolve any bottlenecks ensuing from the acceptance.
- 29.3 The Other Party guarantees it will fully cooperate in providing the Data to SNBV or to a third party appointed by SNBV.
- 29.4 Promptly before this Agreement ends, when (part of) it is terminated or dissolved, the Other Party will perform the Exit conditions.
- 29.5 Promptly before the Agreement is terminated, the Other Party will provide SNBV or a third party appointed by SNBV with the access codes and/or passwords of accounts in order to gain access to the Internet and to other Software and tooling.
- 29.6 The Other Party will make an effort to perform the Exit conditions on the basis of the actual costs incurred, which will be estimated. The conditions and rates of the original agreement remain applicable during the performance of the Exit conditions.
- 29.7 The completion of the performance of the Exit conditions will be recorded and agreed on in an official discharge document.
- 29.8 The Parties will cooperate in the required legal acts such as contracts with suppliers and acts of transfer.

### **Article 30. Processing of personal data**

- 30.1 To the extent that the Other Party processes personal data for SNBV in the context of the implementation of the Agreement, the Other Party is considered to be a data processor within the meaning of the General Data Protection Regulation (GDPR) and the Agreement is also deemed to be an agreement within the meaning of article 28(3) of the GDPR. The personal data made available to the Other Party may not be used by the Other Party in any way, in full or in part, for any purpose other than the implementation of the Agreement, unless the law requires otherwise.
- 30.2 If the Other Party processes personal data, as referred to in the GDPR, and SNBV qualifies as the controller of such personal data, as referred to in the GDPR, a data processing agreement will be concluded in accordance with SNBV's model data processing agreement.
- 30.3 In the case referred to in article 30.1, the Other Party will take appropriate technical and organisational security measures to protect the personal data against loss or any form of unlawful processing. Taking into account the state of the technology and the cost of its implementation, these measures will guarantee an appropriate security level, having regard to the risks associated with the processing and the nature of the data to be protected. The measures are intended partly to prevent any unnecessary collection and further processing of personal data. The Other Party will record the measures in writing. If required, SNBV may request inspection of the measures taken by the Other Party.
- 30.4 The Other Party will process personal data, as defined in Article 4 of the GDPR, in a proper and careful manner and in accordance with the applicable laws and regulations as well as any applicable code of conduct of SNBV. The foregoing also applies in full to the cross-border transmission and/or distribution and/or supply of personal data to non-EU countries.

### **Article 31. Integrity and Corporate Responsibility**

- 31.1 Before starting the performance of the Agreement, the Other Party and its Personnel must acquaint themselves with the contents of the Supplier's Code and to act accordingly. SNBV will immediately make a free copy of the Supplier's Code available at the Other Party's request. The most recent version of the Supplier's Code can be found on [www.schiphol.nl](http://www.schiphol.nl).
- 31.2 If and insofar as the Other Party uses Personnel for the performance of the Agreement, it is obliged to abide by the duty of care with regard to that Personnel within the meaning of the Working Conditions Act [Arbeidsomstandighedenwet] and the statutory regulations of the Working Conditions Act, the Working Conditions Decree [Arbeidsomstandighedenbesluit] and the statutory regulations that apply within that context. The Other Party will fully indemnify and reimburse SNBV with regard to any costs, damage or liability towards third parties, including the authorities, in the event of a breach of the relevant statutory work safety regulations.

### **Article 32. Applicable law and disputes**

- 32.1 The Agreement and all agreements ensuing from that, as well as the Offer, are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) does not apply.
- 32.2 All disputes, including those regarded as such by only one of the parties and which may arise between the Parties as a result of this Agreement or any ensuing agreements, will be submitted to the competent court district of Amsterdam.

### Article 33. Translation

33.1 These general purchase conditions were originally drawn up in the Dutch language. In the event of uncertainties and differences in interpretation of these general purchase conditions, the Dutch text will prevail at all times.

AIV MARCOM – SNBV / MAY 2016

AIV MARCOM—SNBV / JULY 2018

