

**GENERAL MEDIA CONDITIONS
RELATING TO CONTRACTS ON THE USE OF ADVERTISING OBJECTS AND/OR PROMOTIONS FOR ADVERTISING
AND/OR PROMOTIONAL PURPOSES AT AMSTERDAM SCHIPHOL AIRPORT**

Chapter 1: General

Article 1 - Scope of application

1. These Terms and Conditions, the Guidelines and the Schiphol Regulations apply to all Contracts, unless the Parties have expressly agreed otherwise in writing. In the case of Contracts concluded with any promotion/advertising/media agency or any other intermediary, the Other Party is obliged to comply with all the provisions mentioned therein, even if the Other Party terminates the relationship with the intermediary during the term of the Contract.
2. The intermediary referred to in Article 1(1) shall guarantee and ensure that this arrangement will be agreed with the advertiser for SCBV's benefit in the form of a third-party clause as referred to in Article 6:253 of the Dutch Civil Code, stipulated by the intermediary on behalf of SCBV, and SCBV hereby accepts this clause.

Article 2 - Definitions

Advertising Material:	content, decors, posters, unlit or illuminated advertising panels, etc. on which/with which an Advertisement is displayed.
Advertisement:	the advertising or promotional message to be conveyed in any form whatsoever.
Advertising Object:	the carrier of Advertising Material, screens, promotional spaces, light boxes, information and advertising columns, display cases and shop walls, etc.
Airport Interests:	SCBV is part of Royal Schiphol Group N.V. ('RSG'). RSG is the government-appointed operator of Amsterdam Airport Schiphol. SCBV is therefore responsible for the proper commercial operation (which explicitly includes renovations), the proper operational processes, and the good order and safety of and at the airport. This combination of responsibilities, tasks and the execution thereof, all in the broadest sense of the word, and the interests served by the foregoing, is referred to in these Terms and Conditions with the umbrella term 'Airport Interests'.
Booking:	any written record of the use of Advertising Objects and/or Promotions for advertising and/or promotional purposes at Schiphol Airport for an agreed period and/or date, with the possibility for one Agreement to cover a number of Bookings.
Contract:	the contract(s) between SCBV and the Other Party on the use of Advertising Objects and/or Promotions for advertising and/or promotional purposes at Amsterdam Schiphol Airport.
Guidelines:	The most up-to-date guidelines (which may change from time to time) issued by the National Institute for Public Health and the Environment (RIVM) on COVID-19.
Other Party:	the advertiser or its promotion/advertising/media agency/other intermediary.
Parties:	SCBV and the Other Party.
Promotion:	any action to support the sale by or for the Other Party.
Promotional Guidelines:	the guidelines that are applicable on the promotions, to be consulted via Media Promotions Guidelines
Promotional Material:	pop-up locations and/or mobile promotion and/or other materials to support the sale by or for the Other Party used to display an Advertisement.
Schiphol Regulations:	the rules that, in addition to national and international laws and regulations, apply to everyone at Amsterdam Schiphol Airport, to be consulted at www.schiphol.nl/schipholregels
SCBV:	Schiphol Commercial B.V.
Terms and Conditions:	these General Media Conditions.
Written or in writing:	by letter or email.

Article 3 - Conclusion of the Contract

1. Contracts between SCBV and the Other Party based on an offer (including in any event a quotation) made by SCBV are concluded only after this offer has been expressly accepted by the Other Party in writing, on the understanding, however, that any offer made by SCBV is entirely without obligation. It may therefore be revoked at any time by SCBV, immediately after its written acceptance by the Other Party at the latest.
2. Contracts between SCBV and the Other Party are not concluded until an offer to that effect made by the Other Party has been expressly accepted by SCBV in writing, or after SCBV has accepted the relevant offer by expressly executing the Contract. Unless the offer expressly provides otherwise in writing, all offers are deemed irrevocable for a period of at least three (3) calendar months.

Chapter 2: Execution of the Contract

Article 4 - Advertising Material

1. The Other Party is obliged to design and/or produce the Advertising Material (or have it designed and/or produced) in accordance with the specifications ('Product Sheets') and scale drawings provided by SCBV.
2. The Other Party is not permitted to promote Advertisements that are in conflict with the following:
 - a. applicable laws and regulations;
 - b. the recommendations of the Dutch Advertising Code Committee: <https://www.reclamecode.nl/nrc/>;

- c. standards of decency, good morals and/or good taste; it is in any case not permitted to place an Advertisement that has a sexual, political or religious character;
 - d. the legitimate interests of SCBV and/or its group companies and/or its direct business partners, which includes Advertisements for other airports; and
 - e. the opinion and vision of SCBV's architect.
3. Whether an Advertisement conflicts with the legitimate interests of SCBV and/or its group companies and/or its direct business partners will be assessed exclusively by SCBV.
 4. The raw materials and other materials used for the Advertising Material must at all times comply with the regulations concerning fire safety and the environment as described in the Guidelines.
 5. The Other Party is entitled to change the Advertising Material during the term of the Contract, at the then applicable rates, unless the Parties have expressly agreed otherwise in writing.
 6. The Other Party shall submit all Advertising Material to SCBV (Schiphol Media Department) for approval in good time and in accordance with the specifications ('Product Sheets') of the Advertising Object concerned before the start of the relevant campaign as set out in the Contract and/or the intended date of the change of the Advertising Material via artwork@schiphol.nl. 'In good time' in this case means the following:
 - for digital artwork: five (5) business days;
 - for print material: ten (10) business days;
 - for outdoor: fourteen (14) business days.
 SCBV will make every effort to indicate within two (2) business days whether it approves the Advertisement. If the artwork isn't delivered on time the planned start date of the media campaign will not be achieved and a new start date must be agreed in consultation with the Account Manager and Mediatraffic. It must be taken into account that a new permit must be requested with a turnaround time of at least 31 working days for this application.
 7. The Other Party is fully responsible for the production of Advertising Materials and bears the costs thereof. If the Advertisement does not meet the requirements of this article, the Other Party shall immediately adjust the Advertisement/the Advertising Material. The costs of this adjustment must be borne by the Other Party.
 8. If a booking by the Other Party is cancelled for any reason whatsoever within a period of two (2) calendar months prior to the commencement date of the Contract, the Other Party will owe SCBV the full amount that has been agreed on.
 9. If a Booking by the Other Party is covered by an Agreement that covers two or more Bookings, Schiphol will be entitled to charge a penalty in the amount of the cancelled booking value according to the following scale:
 - a. Up to four (4) calendar months prior to the effective date of the Booking :
25% of the net media rate to be invoiced for the Booking;
 - b. Up to three (3) calendar months before the effective date of the Booking:
50% of the net media rate to be invoiced for the Booking; or
 - c. Up to two (2) calendar months before the effective date of the Booking:
100% of the net media rate to be invoiced for the Booking.

Article 5 - The Promotional Material and the Promotion

1. The Other Party may conduct a Promotion only if a licence has been granted by SCBV (Schiphol Media Department). In order to obtain a licence, SCBV must have received the Other Party's details as stated in the Guidelines at least eight (8) calendar weeks before the start of the Promotion. The licence includes arrangements about the number of persons to be deployed for the Promotion, as well as the messages and dimensions of a promotional stand.
2. The Other Party shall ensure that the Promotion will at all times comply with the requirements of the licence and the Guidelines.
3. In case the advertiser wants to sell products at the promotional stand, the travel retail operator handling the cash register has to pay a concession fee to SCBV over this revenue, as determined in the contract between SCBV and the relevant concessionaire.
4. SCBV may stop the Promotion immediately if the requirements of the licence and/or the Guidelines are not met or if Airport Interests so require. In such a case, the Other Party may not claim compensation from SCBV for any loss or damage.
5. If the Other Party is forced, for whatever reason, to cancel a booking for a Promotion, the Other Party must pay SCBV the following costs:
 - a. up to two (2) calendar months before the start of the Promotion: 25% of the net media rate to be invoiced for the Promotion;
 - b. between two (2) calendar months and one (1) calendar month prior to the start of the Promotion: 50% of the net media rate to be invoiced for the Promotion; or
 - c. within one (1) calendar month before the start of the Promotion: 100% of the net media rate to be invoiced for the Promotion.

Article 6 - Joint promotion and/or joint advertising campaigns

Joint promotion and/or joint advertising campaigns display and/or mention various products or services provided by the same advertiser. A joint promotion or joint advertising campaign will be the case if:

- a. the logo of the additional advertiser is displayed or;
- b. the logo of the additional advertiser is displayed prominently (filling the advertising space); or
- c. the campaign contains both the logo and spoken text of the additional advertiser; or
- d. the corporate identity of the additional advertiser is displayed prominently throughout the campaign; or
- e. recognizable music that forms part of the corporate identity of the additional advertiser can be heard in the campaign.

It is only possible to purchase a joint promotion and/or joint advertising with the prior written consent of SCBV. If this consent is not obtained and SCBV discovers the use of joint promotion and/or joint advertising during the course of the campaign, the surcharge due will be calculated with retroactive effect. All artwork must be submitted to SCBV for assessment at the same time as the application. SCBV will decide whether or not it can be considered a joint promotion and/or joint advertising campaign and whether or not the Other Party is to pay a joint surcharge. The surcharge due for a joint promotion and/or joint advertising campaign will be equal to 10% of the net media rate. In the case of multiple campaigns, the surcharge will be calculated on the basis of both the campaign and the reminder(s). When assessing a campaign, it must be clear to SCBV who the main advertiser is and also who applied for the campaign. The distinction between the main advertiser and the additional advertiser can be deduced from the extent to which both parties are present in the campaign and also from the use of house styles and recognisable music. Joint promotion and/or joint advertising campaigns will only be initiated with the agreement of the main advertiser. Other parties that advertise their product range will not pay a surcharge.

Article 7 - Personnel of, or deployed, by the Other Party

1. The Other Party shall ensure that its personnel involved in the performance of the Contract are sufficiently trained and qualified to perform the Contract.
2. All work, including the installation and removal of Advertising and/or Promotional Material, will be charged to the Other Party separately. Where promotions are concerned, the Other Party will receive one total invoice in which all work applicable is itemised.
3. The Other Party shall inform SNVB of the identity of the personnel who will perform the Contract before performance has commenced. At SCBV's request, the Other Party's personnel must identify themselves with a valid Schiphol Pass and/or a valid identity document.
4. In the event of the termination of the Agreement, for whatever reason, SCBV may remove and destroy the Advertising Material within eight (8) calendar weeks after the date on which the Agreement is terminated; all removal and destruction costs will be borne by the Other Party, unless the Parties have expressly agreed otherwise in writing.

Article 8 - Installation, removal and replacement

1. The installation and removal of the Advertising and/or Promotional Material will be carried out by SCBV or third parties engaged by it, with the exception of promotional stands that are installed and removed by the Other Party.
2. All extra work that does not concern the installation and removal of the Advertising and/or Promotional Material will be charged separately to the Other Party. For Promotions, the Other Party will receive one total invoice containing all activities.
3. The Other Party is obliged to have the Advertising and/or Promotional Material replaced if the Advertising and/or Promotional Material is no longer in good condition, is damaged or could pose a danger, following a notification by SCBV and at the Other Party's expense.
4. In the event of termination of the Contract for whatever reason, the Advertising Material will be removed and destroyed by SCBV within eight (8) calendar weeks of the date of termination of the Contract, unless the Parties have expressly agreed otherwise in writing.

Article 9 - Cleaning, maintenance and electricity and data consumption

1. The Other Party is responsible for and bears the costs of the cleaning and maintenance of the Advertising Object and/or Promotional Material, both internally and externally. If it concerns a custom-made object, the Other Party always bears the cleaning costs.
2. The costs of the electricity consumption of the Advertising Objects are also borne by The Other Party. This also applies to the costs of using data for Promotions or POS systems of pop-up locations. For detailed information please refer to the Media Promotions Guidelines.

Article 10 - Movement to another location, removal, replacement, decommissioning or clearance

1. SCBV reserves the right to move, remove, replace, decommission or clear the Advertising Object and/or Promotional Material within the period for which this Contract has been entered into or extended, if Airport Interests so require. SCBV shall make every effort to inform the Other Party thereof in good time.
2. If the Advertising Object and/or the Promotional Material is moved to another location or replaced, this Contract will, at the Other Party's discretion, either remain in force or be terminated. If the Advertising Object and/or Promotional Material is removed or cleared, the Contract will be terminated, unless SCBV indicates that the Advertising Object and/or Promotional Material in question will be put back within an acceptable period after removal.
3. In the event of premature termination of the Contract as referred to in Article 9(2), the fee due and already paid will be refunded pro rata.
4. In applying this article, the Other Party may not assert any right to any form of compensation against SCBV in respect of loss of enjoyment or loss of profit.

Article 11 - Liability of SCBV

1. SCBV is liable to the Other Party and/or third parties only for damage suffered or to be suffered to the Advertising and/or Promotional Material as a result of transport at the airport by SCBV or a party engaged by SCBV and its liability is limited to the amount of the costs of the actual repair of the Advertising and/or Promotional Material.

2. If any Advertisement is not or not entirely visible for at least 24 consecutive hours due to any attributable failure in the performance on the part of SCBV, SCBV will reasonably make a proposal for media deployment by way of compensation, in proportion to the length of time that Advertisement was invisible or only partly visible, taking also into account the part that was invisible or only partly visible.
3. SCBV is not liable for any loss or damage suffered or to be suffered by the Other Party and/or third parties resulting from unauthorised use of and vandalism of the Advertising Objects and/or Promotional Material by third parties.
4. The limitations and/or exclusions contained in these Terms and Conditions do not apply insofar as any loss or damage is the result of intent or conscious recklessness on the part of SCBV.

Article 12 - Liability, insurance and indemnity

1. The Other Party shall insure the Advertising Material at its own risk and expense.
2. The Other Party will be liable to and indemnify SCBV against all loss or damage suffered by SCBV arising from or in connection with any attributable failure on the part of the Other Party to fulfil any obligation under any Contract concluded with the Other Party or arising from an unlawful act committed by the Other Party towards SCBV, its subordinates or third parties. The Other Party shall insure itself against the risk of its potential liability materialising under the Contract(s) concluded with SCBV and shall renew this insurance during the term of the aforementioned Contract(s). Upon SCBV's first request to that effect, the Other Party shall allow SCBV to inspect the original insurance policy or policies.
3. In the event of the Other Party's liability as referred to in the preceding paragraph, the Other Party will also be liable for all extrajudicial and judicial costs reasonably incurred by SCBV in order to obtain payment of its claim, in which case SCBV will in any event be entitled to charge the Other Party 10% of the total claim with a minimum of €250 in extrajudicial costs, unless the actual extrajudicial costs are higher and in order to encourage the Other Party to perform properly.

Chapter 3: Financial provisions

Article 13 - Payments

1. The Other Party shall pay any amounts due under this Contract within thirty (30) calendar days of the invoice date. The Other Party is not permitted to set off claims against SCBV or to suspend its payment obligation.
2. SCBV shall charge VAT on the fees owed by the Other Party, where applicable.
3. If the Other Party has not paid the amounts due as referred to in Article 12.1 within thirty (30) calendar days, interest at the rate of 1% per calendar month will be charged on the amount due until the date of full payment of the amounts due. If the Other Party is in default with respect to the fulfilment of one or more of its obligations, it must bear all reasonable extrajudicial settlement costs with a minimum of €150. The Other Party will owe SCBV judicial costs incurred in all instances, insofar as these are reasonable, if any court rules against the Other Party wholly or predominantly.

Chapter 4: Termination of the Contract

Article 14 - Termination ("*ontbinding*") of the Contract on the ground of non-performance

1. If any of the circumstances referred to in Article 13.2 arises, the Other Party's obligations become immediately due and payable. In that case SCBV is entitled to suspend the performance of the Contract or to terminate ("*ontbinden*") the Contract without notice of default and without judicial intervention being required.
2. The circumstances referred to in Article 13.1 are as follows:
 - a. the Other Party fails to fulfil any obligation under the Contract or fails to do so on time and has failed to do so fourteen (14) calendar days after SCBV has served a written notice of default on it;
 - b. SCBV has good reason to fear that the Other Party will not fulfil its obligations and the Other Party, after written notification, does not provide sufficient security for the fulfilment of its obligations;
 - c. liquidation, bankruptcy or suspension of payments of the Other Party.

Article 15 - Notice period and changes to terms and conditions and/or rates in the event of extension of the Contract

1. Unless the Parties expressly agree otherwise in writing, a Contract is entered into for a period of one (1) year. Thereafter, the Contract shall end by operation of law, unless otherwise agreed.
2. In the event that an extension period is agreed, SCBV reserves the right to change its terms and conditions and/or rates other than exclusively applying an inflation adjustment. In that case, it shall notify the Other Party in writing no later than four (4) calendar months before the end of the current term. The Other Party shall notify SCBV in writing within three (3) calendar weeks whether it wishes to continue the Contract on the basis of the new terms and conditions or whether it wishes to terminate ("*opzeggen*") the Contract by the date on which the Contract would otherwise have been extended. In the absence of such notice within three (3) calendar weeks, SCBV is entitled to terminate ("*opzeggen*") the Contract in writing no later than one (1) calendar month prior to the date on which the Contract would otherwise have been extended.

Chapter 5: Miscellaneous

Article 16 - Compliance with the COVID-19 guidelines issued by the National Institute for Public Health and the Environment (RIVM)

The Other Party will undertake towards SCBV to observe the Guidelines at all times. SCBV will expressly not be responsible and/or liable for the compliance of the Other Party with the Guidelines. SCBV will be entitled to regularly check whether the Other Party is complying with the Guidelines correctly and in full. If not, this will constitute a breach of the Agreement that justifies the dissolution of the Agreement as referred to in Book 6, Article 265, of the Dutch Civil Code

Article 17 - Intellectual property rights and confidentiality

1. The Other Party guarantees that it will not infringe any intellectual property rights of third parties in the performance of the Contract and indemnifies SCBV against all actual or alleged claims in this respect. If works commissioned by SNVB are created that are or may be subject to intellectual property rights, these rights are hereby assigned to SNVB and SNVB hereby accepts these rights.
2. The Other Party is not permitted to provide information obtained in the context of the Contract to third parties without SNVB's written consent. In the event of any breach of this article, a penalty of €5,000 per breach will be due, without prejudice to SNVB's other rights vis-à-vis the Other Party under these Terms and Conditions or the law.
3. 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 SCBV when the right or the entitlement arises, which transfer is hereby accepted by SCBV. Insofar as possible, the Other Party waives its personality rights within the meaning of Section 25 of the Copyright Act [Auteurswet].

Article 18 - Translation

In the event of discrepancies between these Terms and Conditions in the Dutch language and translations thereof, the Dutch version will be binding.

Article 19 - Governing law and competent court

1. These Terms and Conditions are exclusively governed by Dutch law.
2. All disputes that may arise between SCBV and the Other Party under or in connection with this Contract or any Contract arising therefrom will be settled by the competent court in the Amsterdam court district.