

General Purchase Conditions

Schiphol Nederland B.V.

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These Conditions are registered with the Chamber of Commerce
in Amsterdam

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Artikel 1 Definitions

1.1 The following definitions apply to these Terms and Conditions:

Acceptance	The written approval of SNBV of the performance under the Agreement.
Affiliated Companies	Schiphol Telematics B.V., Schiphol Commercial B.V., Eindhoven Airport N.V., N.V. Lelystad Airport, Rotterdam Airport B.V and all other companies associated to SNBV in accordance with the provisions of Section 2:24b of the Dutch Civil Code.
Agreement	The agreement signed by SNBV and the Other Party setting out the agreed terms for the supply of services and/or goods.
Airside	That part of the airport grounds used for aircraft landings, take-offs, taxiing, towing, parking and handling, including the perimeter and service roads and related other paved and unpaved areas.
Code of conduct	The rules in which rules of conduct have been included that apply to the employees of SNBV and to persons performing work for SNBV, and of which an up-to-date version is published on www.schiphol.nl .
Data	All data, information, instructions and any documentation, including all intellectual properties therein, which are subject to the Agreement.
Data Processing Agreement	The agreement specifying, in the case of processing done by a processor, matters such as the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and the categories of data subjects and the rights and obligations of the controller.
Documentation	Materials, drawings, calculations, models, moulds, instructions, specifications, quality, test and warranty certificates, manuals and other auxiliary materials and documentation made available by SNBV or purchased or produced by the Other Party under the terms of the Agreement.
Offer	A document that is prepared at the request of SNBV, containing a specified offer for an intended Agreement.
Other Party	The natural person or legal entity that is SNBV's counter party with regard to an Offer or an Agreement.
Parties	SNBV and the Other Party (a Party: SNBV or Other Party).
Personnel	The staff members, auxiliary personnel and/or other third parties to be deployed by the Other Party for the performance of the Agreement.
Schiphol Data	Data originating from SNBV or an Affiliated Company or Data supplied by third parties for the benefit of the Agreement.
Schiphol Regulations	The rules that apply to anyone at the airport, and of which an up-to-date version is published on www.schiphol.nl .

Security Annex	An appendix to the Agreement including all cyber security measures that the Other Party has to take for the performance of the Agreement.
SNBV	The private limited liability company Schiphol Nederland B.V.
Supplier's Code	The rules that apply to the suppliers of SNBV which include guidelines on subjects such as integrity and corporate responsibility, and of which an up-to-date version is published on www.schiphol.nl .
Terms and Conditions	These General Purchase Conditions.
Working days	Calendar days, with the exception of weekends and generally acknowledged Dutch national holidays.

- 1.2 In this Agreement, 'written' is taken to mean any message that is sent by letter or e-mail by the authorised representative of the relevant Party. Notifications regarding termination of the Agreement and liability claims may only be sent by letter or registered letter. If the Agreement does not mention a representative, all written communications must then be sent to procurement@schiphol.nl.

Artikel 2 Applicability

- 2.1 These Terms and Conditions apply to all Offers of and Agreements with the Other Party in the course of which SNBV acts as the purchaser of goods and/or services.
- 2.2 Deviations from these Terms and Conditions will apply only insofar as agreed in writing.
- 2.3 The general terms and conditions of the Other Party or third parties, however described, are inapplicable.
- 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, 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, thereby preserving the purpose and purport of these Terms and Conditions.

Artikel 3 Conclusion and contents of the Agreement

- 3.1 The Agreement is concluded by a written record of the arrangements made, signed by both Parties.
- 3.2 SNBV does not owe the Other Party any costs in connection with the Offers it has asked for.
- 3.3 The Agreement and its accompanying appendices and these Terms and Conditions form all arrangements made between SNBV and the Other Party.
- 3.4 The most recent version of the Schiphol Regulations forms an integral part of the Agreement. If a new version of the Schiphol Regulations is published, the version of the Schiphol Regulations applicable up to that point will lapse and the new version will immediately form an integral part of the Agreement. The Schiphol Regulations apply to everyone at the airport, which means that any deviations from these regulations, contractual or otherwise, are not permitted.
- 3.5 The Agreement is concluded between the Parties referred to in the opening sentences of the Agreement. During the course of the Agreement and at the request of SNBV, one or more Affiliated Companies may participate as Party to the Agreement, or conclude an agreement with the Other Party under the same conditions as the Agreement. In that case, where the Terms and Conditions refer to the name of SNBV should also be read the name of the Affiliated Company in question.

Artikel 4 Prices

- 4.1 The agreed prices are fixed, quoted in euros and inclusive of all taxes and levies, e.g. import and export duties, and all other costs, but are exclusive of VAT.

- 4.2 Prices may only be increased if such is explicitly provided for in the Agreement. If a possibility of a price change is agreed on, this cannot be invoked for orders already placed by SNBV. Any price changes provided for in the Agreement can be implemented only after written agreement between the Parties.
- 4.3 The Other Party undertakes to use a transparent price calculation and to make this accessible for SNBV.

Artikel 5 Payment conditions and claims

- 5.1 Payment is made within thirty calendar days after SNBV has received an invoice that has been correctly drawn up and following SNBV's approval of the delivery by having notified the Other Party thereof in writing.
- 5.2 The Other Party undertakes to quote the purchase order number and the order position number on the invoice and corresponding documentation.
- 5.3 SNBV exceeding a payment term does not give the Other Party the right to suspend or terminate its performances. The Other Party is only entitled to suspend the Agreement if SNBV continues to remain in default of payment after thirty calendar days of receiving a written notice of default, while SNBV has not disputed the invoice. The Other Party is subsequently entitled to terminate the Agreement if SNBV continues to remain in default of payment three months after the suspension went into effect.
- 5.4 If the Other Party fails to fulfil any obligation pursuant to the Agreement or these Terms and Conditions or fails to do so in full, or if Acceptance has not yet taken place, SNBV is entitled to suspend payment to the Other Party under this Agreement.
- 5.5 Payment by SNBV does not in any way constitute a waiver of rights.
- 5.6 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.
- 5.7 A claim of the Other Party against SNBV must be brought within one year of the claim arising, at the risk of forfeiting all rights.

Artikel 6 Access to SNBV

- 6.1 If, for the performance of the Agreement, the Other Party needs access to the grounds and buildings of SNBV or the Affiliated Companies, the Other Party first has to familiarise itself with the situation in the airport area and the buildings where the agreed performance must be undertaken. The costs related to any delay in the performance of the Agreement that are caused by circumstances as referred to in this paragraph will be at the expense and risk of the Other Party.
- 6.2 The Other Party and its Personnel must familiarise themselves with the contents of the (statutory) instructions, conditions and regulations applicable in the airport area and in the buildings, including in any event the Schiphol Regulations and all associated appendices and conditions referred to therein, and to act accordingly. SNBV will make a free copy of the prevailing instructions, conditions and regulations available at the Other Party's request.
- 6.3 The Other Party is responsible for its Personnel to carry required proof of access in the airport area and in the buildings of SNBV, in accordance with the applicable regulations. The Other Party is responsible for a timely request of the necessary documents and any safety inspections. Any costs are to be borne by the Other Party.
- 6.4 The Other Party ensures that its Personnel is able to identify themselves when asked by SNBV and that they can prove that they work for or on behalf of the Other Party. SNBV may deny anyone access to one of its locations.
- 6.5 If a person who was or is a member of the Other Party's Personnel and who visits the sites of SNBV or of the Affiliated Companies in this capacity, and no longer works for or will no longer work for the Other Party for whatever reason, the Other Party will immediately notify the SNBV contact person accordingly. The Other Party ensures that the Schiphol Pass of the person in question is returned to SNBV.

Artikel 7 Delivery and/or execution

- 7.1 Delivery is also taken to mean a partial delivery and the delivery of all associated Documentation.
- 7.2 Deliveries that deviate from the arrangements made, both in terms of duration and scope, require SNBV's written approval. If a delivery is made without SNBV's written approval, SNBV is entitled to return the delivery in question at the Other Party's expense.

- 7.3 The Other Party must immediately inform SNBV in writing of any circumstance that prevents the performance from being carried out, being carried out on time or being carried out properly. Such notification does not affect the arrangements made in the Agreement.
- 7.4 The Other Party is at all times responsible for and attends to the Personnel to be deployed for the agreed performance. The Personnel will meet the special requirements attached by SNBV, and in the absence thereof, the general requirements of craftsmanship and expertise.
- 7.5 If in the opinion of SNBV, the Personnel is insufficiently qualified, SNBV is entitled to demand this Personnel to be removed and the Other Party is then obliged to replace them immediately in accordance with the provisions of paragraph 4 of this Article.
- 7.6 Delivery and/or execution is done on Working days between 08:00 and 18:00 hours. If necessary in exceptional cases, delivery and/or execution may take place on different days or times, subject to prior approval of SNBV.
- 7.7 The Parties are at all times obliged to give each other full cooperation and all the details and information required or useful for the execution of the agreed performance.
- 7.8 The Other Party will not disrupt SNBV's business continuity through its activities. If nevertheless deemed necessary for the execution of the activities, the Other Party will only start its activities after having received prior written approval from SNBV.
- 7.9 The delivery of goods takes place on the basis of delivery duty paid (DDP, Incoterms, most recent edition, issued by the International Chamber of Commerce in Paris) at the agreed delivery location.
- 7.10 The goods to be delivered must be accompanied by a packing list. The packing list must quote the purchase order number of SNBV, as well as the item numbers, quantities and descriptions.
- 7.11 Goods are deemed to have been delivered only when SNBV has signed to confirm receipt.
- 7.12 If SNBV requests the Other Party to postpone delivery, the Other Party will ensure that the goods, properly packed and clearly showing that they are intended for SNBV, are stored, protected and insured, at SNBV's expense.

Artikel 8 Environmentally hazardous substances & wastes

- 8.1 Before the Agreement is formed, the Other Party must report in writing whether 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 of the goods in question. If such is the case, the Other Party must enclose with the delivery a clear instruction containing 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 personnel and third parties when these substances are released.
- 8.2 During or for the performance of the Agreement, the Other Party must ascertain that it has taken all measures to prevent soil pollution. If and to the extent that any soil pollution, of whatever nature or scope, nevertheless occurs during or for the performance of the Agreement, the Other Party is obliged to report this immediately to SNBV. Within a term to be specified by or on behalf of SNBV, the Other Party will also have the nature and extent of the soil pollution inspected and reported by a recognised research agency within the meaning of the Soil Quality Decree and will immediately send SNBV a copy of the report. In addition, the Other Party is obliged to comply with all regulations under the Soil Protection Act, including but not limited to the duty of care with respect to the soil, the obligation to take measures and the obligation to inspect.
- 8.3 If, during or for the performance of the Agreement, the Other Party carries out or commissions activities, whereby waste materials, including but not limited to building materials, are used or released, the Other Party is obliged to apply, store, transport or dispose of these waste materials under its own management and at its own risk and expense. The Other Party must at all times carry out the waste management in accordance with the applicable statutory rules.
- 8.4 The Other Party will fully indemnify and reimburse SNBV with regard to any costs, damages or liability towards third parties, including government authorities, in the event of a breach of this Article and/or the relevant statutory regulations.

Artikel 9 EU Regulation 139/2014

- 9.1 Amsterdam Airport Schiphol must be designed and equipped in accordance with EU Regulation 139/2014. The European Aviation Safety Agency (EASA) has further developed the requirements of this regulation in the "Acceptable Means of Compliance and Guidance Material" (AMC/GM) and the "Certification Specifications and Guidance Material for Aerodromes Design" (CS-ADR-DSN). These regulations mostly, but not exclusively, cover:
- a) rescue and firefighting services;
 - b) the set-up of runways;
 - c) obstacle limitation surfaces on Airside;
 - d) visual aids, both lighting and markings and signs on and around the runways.
- All of the abovementioned regulations are available on EASA's website:
www.easa.europa.eu/domains/aerodromes/relevant-legislation-aerodromes.
- 9.2 The Certification Basis (CB) sets out the way in which Amsterdam Airport Schiphol complies with the abovementioned regulations. Upon request, the CB will be made available to the Other Party free of charge.
- 9.3 Prior to performing the work at or for the benefit of Airside, the Other Party undertakes to ascertain the contents of all regulations referred to in this Article and must at all times and at its own expense and risk ensure that the performance of the Agreement is in line with the most recent version of those regulations.

Artikel 10 Subcontracting

- 10.1 For the performance of the Agreement, the Other Party may only use the services of third parties subject to SNBV's written consent, which consent will not be unreasonably withheld. SNBV is entitled to attach conditions to that consent.
- 10.2 Any consent granted by SNBV does not affect the responsibility and liability of the Other Party for the fulfilment of the obligations to which it is subject under the Agreement, these Terms and Conditions and the obligations to which it is subject as an employer under tax and social insurance legislation.

Artikel 11 Acceptance and inspection

- 11.1 The agreed performance is only accepted once the Other Party has notified SNBV in writing of the completion of the performance and SNBV has approved the performance in writing.
- 11.2 SNBV opening the package of delivered goods or breaking the seal affixed thereto, will never imply its Acceptance thereof.
- 11.3 SNBV may not refuse the Acceptance if the delivery only contains minor defects that do not affect its use. The Other Party guarantees to rectify any such defects with due rapidity following the Acceptance, at its own expense and risk.
- 11.4 Each time when asked, the Other Party will give SNBV the opportunity to inspect the (partially) delivered or yet to be delivered goods and/or the services (partially) provided and the parts and materials 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 equipment, as well as personnel support free of charge, unless explicitly agreed otherwise in writing.
- 11.5 SNBV is entitled to ask an independent organisation to inspect the (partially) delivered or 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.
- 11.6 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 and cooperate in the desired inspections and provide the necessary documentation and information, at its expense.
- 11.7 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.

Artikel 12 Ownership

- 12.1 Ownership of the goods transfers from the Other Party to SNBV no later than on the moment of delivery, without prejudice to the right of SNBV to reject the goods in accordance with Article 11. If rejected, the risk and ownership are deemed to have never transferred to SNBV.
- 12.2 The Other Party guarantees that the goods are not encumbered with any third-party rights.
- 12.3 The Other Party cannot reserve any intellectual property rights on the goods delivered to SNBV.
- 12.4 If SNBV makes goods, data and other documentation available to the Other Party, the relevant rights of ownership remain vested in SNBV. The Other Party will handle the goods, data and other documentation made available to it with due care and will mark and identify them as the property of SNBV. The goods, data and other documentation made available to the Other Party will be returned at SNBV's first request.
- 12.5 The Other Party will not use the goods, data and other documentation, as referred to in paragraph 4 of this Article, or make them available for use for any purpose other than the agreed performance unless SNBV has granted its prior written consent to this.
- 12.6 If the transfer of ownership takes place before the delivery, the Other Party will mark the goods as the recognisable property of SNBV and it will indemnify SNBV against loss, damage and the exercise of rights by third parties.

Artikel 13 Warranty

- 13.1 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 purchase order was placed and the Agreement was concluded;
 - b) the goods are new and 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;
 - e) the goods and/or services comply with all regulations ensuing from applicable European and Dutch laws and regulations with regard to, among other things, health, safety and the environment.
- 13.2 The warranty period is 24 months unless explicitly agreed otherwise in writing. The warranty period starts at the time of Acceptance of the goods delivered and/or the services provided. 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 and risk within the shortest possible time. Faults are also taken to mean material and/or manufacturing faults. A similar obligation to rectify faults applies to services provided.
- 13.3 For repaired or replaced goods and/or services provided, the warranty period mentioned in paragraph 2 resumes after SNBV's Acceptance of the repairs or replacements which the warranty provisions applied to.

Artikel 14 Documentation

- 14.1 The Other Party will make the Documentation available to SNBV within the agreed term.
- 14.2 SNBV is entitled to copy the Documentation for its own use. SNBV is entitled to make changes or have changes made to the Documentation.
- 14.3 The Documentation will be drawn up in the Dutch or English language.
- 14.4 The Other Party will only use the Documentation for the agreed performance.
- 14.5 During the agreed warranty period, the Other Party will replace, change or adjust the Documentation as soon as possible and at its own expense, whether or not at SNBV's request, if at any time it appears that the Documentation contains incorrect information or is otherwise incomplete, insufficient, unclear or out of date.

Artikel 15 Amendments to the scope

- 15.1 SNBV is entitled to demand that the scope and/or properties of the agreed performance be changed.
- 15.2 Before implementing the change, the Other Party will map out for SNBV, as soon as possible and at the latest within seven calendar days of notification of the requested change, the financial consequences, the impact on the delivery period and any other consequences.
- 15.3 In the event of a reduction in the scope and/or capacity of the agreed performance, the prices must be adjusted pro rata, unless the Other Party can demonstrate that the prices are not decreasing proportionally.
- 15.4 If the Parties fail to reach an agreement on the consequences referred to in Articles 15.2 and 15.3, because SNBV considers these consequences to be unreasonable in relation to the nature and the scope of the change, SNBV is entitled to terminate the Agreement with due observance of at least one month's notice by means of a written notification to the Other Party. Termination by virtue of this paragraph does not give either Party any right to compensation of any damage.
- 15.5 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 nature of the contract extras as well as the costs thereof in writing, failing which SNBV is not obliged to pay for the contract extras.
- 15.6 The Other Party cannot make or implement changes without the prior written instruction or consent of SNBV.
- 15.7 SNBV is in no way bound by agreements or employment contracts entered into by the Other Party, so that, for example, changes in the volume of work cannot have any adverse consequences for SNBV.

Artikel 16 Intellectual property

- 16.1 Intellectual property rights already vested in a Party prior to the Agreement will remain vested in that Party even after delivery and/or execution. Without the prior written consent of the Party to whom the intellectual property right belongs, third parties are not allowed the use of that in which the intellectual property right is vested. Copyright notices may not be changed or deleted.
- 16.2 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 of such infringements and it will compensate SNBV for all damage and costs as a result of such claims.
- 16.3 If intellectual property rights ensue from compliance with the Agreement, these rights are vested exclusively in SNBV at the time of their creation. Insofar as necessary, 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 Dutch Copyright Act.
- 16.4 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 the previous paragraph, without being able to stipulate any conditions. Insofar as the transfer and/or the creation requires a more detailed deed, the Other Party will, at SNBV's first request, sign such a deed.
- 16.5 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 Royal Schiphol Group N.V.
- 16.6 The Other Party refrains from making photos, recordings or other media or using footage showing Amsterdam Airport Schiphol or parts thereof.

Artikel 17 Suspension and termination of the Agreement

- 17.1 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.
- 17.2 SNBV is authorised at its discretion to immediately suspend the performance of the Agreement wholly or partially or to immediately dissolve the Agreement wholly or partially by registered letter without judicial intervention, without any obligation on SNBV to pay any compensation, in the case of:

- a) A moratorium on payments or bankruptcy of the Other Party or a petition to that effect;
 - b) The sale or cessation of the Other Party's business;
 - c) A change that takes place in the control of, or the casting vote in, the Other Party's business;
 - d) The withdrawal of the permits of the Other Party required for the performance of the Agreement;
 - e) The attachment of a substantial part of the Other Party's operating assets or goods intended for the performance of the Agreement;
 - f) Failure of the Other Party to comply with the Agreement whereby, to the extent that compliance is not permanently or temporarily impossible, the obligation has still not been complied with within the reasonable period of time set out by SNBV in a notice of default.
- 17.3 All claims that SNBV may have or acquire against the Other Party in accordance with this Article if the Agreement is terminated will be payable on demand and in full.
- 17.4 If, for whatever reason, the Agreement terminates (prematurely), the Other Party will, at SNBV's first request, do whatever is reasonably necessary to ensure that a successor contracting party or SNBV itself can take over the performance of the Agreement and/or deliver a similar performance for the benefit of SNBV without encountering impediments. The Other Party will also immediately return to SNBV all documents, books, information and other data made available to it by SNBV, including data and information carriers. After the successful transfer, the Other Party makes sure to immediately destroy any backups or copies.
- 17.5 The Other Party will continue to deliver the performance according to the terms and conditions of the Agreement until the performance is transferred to SNBV or a successor contracting party.
- 17.6 In the event of termination of the Agreement, the Other Party will provide the services referred to in paragraphs 4 and 5 of this Article at the prices and conditions stipulated in the Agreement. The services are performed for no payment in the event of an attributable failure on the part of the Other Party as referred to in paragraph 2(f) of this Article.
- 17.7 Termination of the Agreement does not release the Parties from the obligations that continue by their nature. These obligations in any event include: indemnity for infringement of intellectual property rights, liability, confidentiality, disputes and applicable law.

Artikel 18 Force majeure

- 18.1 In the event of force majeure, the compliance with the Agreement will be suspended in part or in full for the duration of the force majeure without Parties being mutually liable to pay any compensation. If the situation of force majeure exceeds a period of thirty calendar 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.
- 18.2 Force majeure on the part of the Other Party is, in any case, not taken to mean a lack or absenteeism of Personnel, strikes, breach of contract by third parties hired by the Other Party, failure and/or unsuitability of auxiliary materials and/or liquidity or solvency problems at the Other Party.
- 18.3 SNBV also reserves the right to suspend the Agreement in a situation of crisis that has a significant impact on SNBV as a result of which the performance under the Agreement is temporarily not required. If such a situation occurs and SNBV suspends the Agreement for a period of at least thirty calendar days on the basis of this Article, the Other Party is entitled to demand termination of the suspension within thirty calendar days following the lapse of the aforementioned thirty calendar days by means of a written notification sent to SNBV. If SNBV fails to comply with this demand, 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.

Artikel 19 Liability and insurance

- 19.1 If the Other Party fails imputably to fulfil its obligation to SNBV, the Other Party is liable for compensating all damage suffered or to be suffered by SNBV.
- 19.2 Liability for consequential damage is excluded. Consequential damage is taken to mean:
- a) loss of profit;
 - b) other damage resulting from direct damage;

- c) costs incurred in preventing, limiting or establishing consequential damage as referred to in sub a) and b) of this paragraph.
- 19.3 The limitations included in the previous paragraph lapse:
 - a) in the case of claims on third parties for compensation for death or injury; and/or
 - b) in the event of gross negligence or an intentional act on the part of the Other Party.
- 19.4 The Other Party indemnifies SNBV against all third-party claims in connection with the performance of the Agreement. The indemnity also covers all damage and costs incurred or suffered by SNBV as a result of such a claim, including but not limited to any penalties.
- 19.5 The Other Party will take out adequate insurance against the liability referred to in this Agreement and keep itself insured and if so desired, it will allow SNBV to inspect the policy documents and proofs of payment of the premiums. The insurance premiums to be paid by the Other Party are deemed to have been included in the agreed prices and rates.
- 19.6 SNBV is not liable for any damage suffered by the Other Party or its Personnel unless the damage is the result of intent or gross negligence on the part of SNBV.
- 19.7 No limitations on liability apply with regard to indemnifications.

Artikel 20 Processing of personal data

- 20.1 To the extent that the Other Party processes personal data for SNBV in the context of the performance of the Agreement, the Other Party is considered to be a data processor within the meaning of the General Data Protection Regulation (GDPR) and to complement the Agreement, the Parties must also conclude a Data Processing 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 performance of the Agreement, unless the law requires otherwise.
- 20.2 In the case referred to in this Article, 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 costs 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 also aimed at preventing unauthorised or unlawful processing and unintentional loss, destruction or damage of personal data. The Other Party puts these measures down in writing. If required, SNBV may request inspection of the measures taken by the Other Party.
- 20.3 The Other Party will process personal data, as defined in Article 5 of the GDPR, in a lawful, proper and transparent manner and in accordance with the applicable laws and regulations as well as the agreed Data Processing Agreement. The foregoing also applies in full to the cross-border transmission and/or distribution and/or supply of personal data to non-EU countries.

Artikel 21 (Digital) Security

- 21.1 The Other Party takes appropriate organisational and technical measures in line with the market standard applicable at that time to secure the Schiphol Data it processes. At SNBV's request and if needed, a Security Annex setting out security requirements will be appended to the Agreement.
- 21.2 The Other Party reports any actual or presumed security incidents to SNBV relating to information, operating assets, systems or the provision of services.
- 21.3 The Other Party will only store the Schiphol Data within the European Economic Area, unless SNBV has given prior written consent to store the Schiphol Data elsewhere.
- 21.4 SNBV will only give such consent as referred to in the previous paragraph after having ascertained that these countries have been designated by the European Commission on the basis of Article 45 of the 2016/679 Regulation as countries that safeguard an adequate level of protection.
- 21.5 The Other Party may not use the Schiphol Data for purposes other than for the performance of the Agreement.

Artikel 22 Confidentiality

- 22.1 The Parties guarantee the confidentiality vis-à-vis third parties of all business information, including in any case, but not limited to, operating assets, business operations, software and other data originating from the other Party, which is obtained in connection with the Agreement and its performance and which has been designated as confidential or which is confidential by its nature.
- 22.2 The Parties are not permitted to reproduce confidential business information or to pass it on to third parties for perusal other than necessary for the purposes of performing the Agreement and with each other's prior written consent.
- 22.3 The Other Party is obliged to refrain from disclosing information about SNBV and all its activities and the contents of the Agreement to third parties. This obligation to refrain particularly and especially applies to dealings with the media, social media included.
- 22.4 Only SNBV press officers speak to the press. If the press contacts the Other Party in relation to SNBV, Amsterdam Airport Schiphol, Royal Schiphol Group, the Affiliated Companies and/or the services, the Other Party must contact SNBV. In addition, all statements such as press releases, publications, websites and the like from the contracting party in which SNBV, Amsterdam Airport Schiphol, Royal Schiphol Group or the Affiliated Companies are mentioned must be submitted to SNBV for approval. The actual publication must be approved in writing by SNBV.
- 22.5 The duty of confidentiality does not apply insofar as:
- A Party has an obligation to disclose information pursuant to the law, any regulation of a body whose supervision the Party is subject to or a binding decision of a judicial authority or government body;
 - A Party can demonstrate that the information is already accessible to the public, other than as a result of a breach of a confidentiality clause;
 - A Party can demonstrate that the information has been legally obtained from a third party, other than as a result of a breach of a confidentiality clause;
 - A Party can demonstrate that the information was independently developed by that Party without having made use of any confidential information.
- 22.6 The Parties will also impose the obligations referred to in this Article on their Personnel, and any third parties engaged in the performance of the Agreement.

Artikel 23 Transfer of Personnel

- 23.1 During the performance of the Agreement and within one year after termination thereof, the Parties will not employ each other's personnel directly involved in the performance of the Agreement without the consent of the other party. This consent will be granted, unless the Party has sound reason to refuse this consent. This Article is without prejudice to the Parties' right to recruit personnel via advertised job vacancies.

Artikel 24 Statutory obligations towards Personnel

- 24.1 In the performance of the Agreement, the Other Party will comply with the applicable (fiscal, civil and administrative) laws and regulations, including but not limited to - if applicable - the Labour Market Fraud (Bogus Schemes) Act (WAS), the Placement of Personnel by Intermediaries Act (Waadi), the Minimum Wage and Minimum Holiday Allowance Act (WML), the Working Hours laws and regulations, the Assessment of Employment Relationships (Deregulation) Act (DBA), the (collective) terms and conditions on employment and pension laws and regulations, the Working Conditions laws and regulations and the Terms of Employment for Seconded Employees in the European Union Act (WagwEU).
- 24.2 The Other Party is at all times responsible for full and timely compliance with its obligations under tax and social security legislation concerning the payment of wage, sales and other taxes, social security and/or pension contributions. The Other Party must at all times comply with the requirements under the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act (WKA) to ensure SNBV's fiscal indemnity.

- 24.3 If SNBV so requests, the Other Party is obliged to adequately demonstrate that it has taken care of the payment of the correct wages and the payment of the taxes, social security and/or pension contributions that are due, whether or not by supplying a Statement of Payment of tax and contributions issued by the Tax and Customs Administration and/or a statement issued by an accountant or chartered accountant, all at the discretion of SNBV and at the expense of the Other Party. Upon SNBV's first request, the Other Party will lend its cooperation to an inspection and/or audit performed by SNBV and/or a third party to be designated by SNBV, so that SNBV can verify whether the Other Party has complied or is complying with the applicable laws and regulations, the Agreement and/or these Terms and Conditions.
- 24.4 The Other Party will fully indemnify and fully reimburse SNBV with regard to any costs, damage or liability, either directly or indirectly, towards third parties, including government authorities, in the event of a breach of the applicable laws and regulations and/or these Terms and Conditions.
- 24.5 If and as long as SNBV has reason to believe that the Other Party fails to fulfil the obligations set out in this Article or has failed or will fail to do so in full, SNBV is not obliged to pay the Other Party anything. SNBV is furthermore authorised at all times to suspend its (payment) obligation(s) towards the Other Party until such time as the Other Party complies with the conditions. In the event that SNBV exercises these rights, it will not be obliged to compensate the Other Party for any loss or otherwise.
- 24.6 Without prejudice to the provisions of paragraph 5 of this Article, SNBV is authorised at all times to withhold the amounts in respect of taxes and/or contributions and/or any interest and penalties charged on them from the payments to the Other Party or to transfer them to a G account of the Other Party. SNBV will be discharged from its obligations towards the Other Party if payment is made into the G account.
- 24.7 For the performance of the Agreement, the Other Party will comply with the applicable laws and regulations in the area of (legal) employment of Personnel, including the Foreign Nationals (Employment) Act (WAV), the WagwEU and the Compulsory Identification Act (WID).
- 24.8 The Other Party indemnifies SNBV against any claim, any penalties and/or otherwise in respect of illegal labour and/or failure to comply with the obligations under the aforementioned laws and regulations. The Other Party is obliged to provide SNBV with all relevant information and/or documentation in a correct, complete and timely manner.
- 24.9 SNBV refrains from all forms of (unlawful) discrimination and/or unequal treatment. The Other Party is prohibited from discriminating, unlawfully or otherwise, and/or treating persons unequally as set out in the law. Upon SNBV's first request, the Other Party will provide the necessary data and/or information in the context of discrimination and/or unequal treatment, or a suspicion thereof.
- 24.10 The Other Party undertakes to impose all obligations included in this Article in full on all parties with which it enters into agreements for the purpose of the Agreement.
- 24.11 The Other Party hereby also undertakes to stipulate that these parties subsequently include the above contractual obligations in full in agreements which they enter into for the performance of this Agreement.

Artikel 25 Integrity & Corporate Responsibility

- 25.1 The Other Party will take the utmost account of sustainability, for example by making use of environmentally friendly packaging, for the performance of the Agreement. The Other Party is required to conform to the OECD Guidelines (www.oecdguidelines.nl/oecd-guidelines).
- 25.2 Before the start of the performance of the Agreement, the Other Party and its Personnel must acquaint themselves with the contents of the Supplier's Code and act accordingly. SNBV will immediately make a free copy of the Supplier's Code available at the Other Party's request.
- 25.3 The Parties will not engage in corruption and fraud. Corruption is understood to mean all acts of offering and promising unlawful or undue financial benefits or other benefits to staff members of business relations or potential business relations, government officials, candidates for public office and political organisations as well as accepting and demanding unlawful or undue financial benefits or other benefits. It does not matter whether a staff member personally engages in corruption or does so via an intermediary. Corruption is also understood to mean all forms of extortion, embezzlement and facilitating payments.

Fraud is defined as all unauthorised irregularities caused intentionally with material or immaterial gains in mind on the part of the fraudster or parties known to the fraudster, due to which SNBV and/or the employees concerned suffer or may suffer damage or a loss. SNBV may dissolve the Agreement in whole or in part if it becomes aware of such practices.

- 25.4 The Other Party will comply with the Code of Conduct and will exercise great restraint in offering SNBV employees corporate gifts but also company visits and events. The Other Party will ensure that Personnel also observe the Code of Conduct.
- 25.5 If it transpires that a staff member of SNBV performs or has performed an ancillary position with the Other Party, whether or not paid, at the time of the negotiations for the formation of the Agreement, without SNBV having been informed of this by the Other Party prior to the conclusion of the Agreement, SNBV may dissolve the Agreement with immediate effect, without notice of default being required, without being obliged to pay any compensation and without prejudice to SNBV's right to claim compensation.

Artikel 26 Transfer of rights and obligations

- 26.1 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.
- 26.2 Any consent given by SNBV is without prejudice to the responsibility and liability of the Other Party to fulfil its obligations under the Agreement and these Terms and Conditions.

Artikel 27 General provisions

- 27.1 Any failure on the part of SNBV to demand strict compliance with the obligations of the Other Party or to invoke the provisions of the Agreement or these Terms and Conditions does not in any way constitute a waiver of rights, either with regard to the provisions of the Agreement or the Terms and Conditions, or with regard to the right to compensation in connection with any shortcomings on the part of the Other Party.
- 27.2 These Terms and Conditions were originally drawn up in the Dutch language. In the event of uncertainties and/or differences in interpretation of these Terms and Conditions, the Dutch text will prevail at all times.

Artikel 28 Applicable law and disputes

- 28.1 The Agreement and all agreements ensuing from this Agreement 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.
- 28.2 All disputes, including those regarded as such by only one of the Parties, which may arise between the Parties as a result of this Agreement or any ensuing agreements, will be submitted to the competent District Court of Amsterdam.
- 28.3 A dispute can only be submitted to the Court if the Party concerned has notified the other Party in writing that there is a dispute as well as its contents. Following the written notification, that Party is then entitled to submit the dispute to the Court in conformity with that which is stipulated in paragraph 2 of this Article.

