

SCHIPHOL NEDERLAND B.V.

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1. Definitions

The following definitions apply to these General Terms and Conditions of Purchase:

Suppliers Code

of Conduct: The suppliers code of conduct of SNBV, containing the rules of behaviour regarding integrity and corporate responsibility, current version March 2015. Later versions, if any, replace the earlier ones and can be consulted at www.schiphol.nl.

Agreement: any agreement relating to the purchase of goods or works by, or on behalf of, SNBV, and/or the provision of services, by whatever name called, in favour of SNBV.

Offer: any document drawn up at SNBV's request, containing a specified offer for an intended Agreement.

Personnel: the Other Party's employees, including any third parties, engaged by the Other Party for the execution of the Agreement.

SNBV: the private company with limited liability 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.

Other Party: the natural person or legal person that is the other party to SNBV in respect of an Offer or Agreement.

Article 2. Applicability

2.1 These General Terms and Conditions of Purchase are applicable to all applications, Offers, quotations, orders and Agreements for which SNBV acts as a purchaser of goods, services and/or works.

2.2 Deviations from these General Terms and Conditions of Purchase shall apply only in so far as agreed in writing.

2.3 General terms and conditions of the Other Party, by whatever name called, shall not apply.

Article 3. Conclusion of an Agreement

3.1 An Offer requested by SNBV shall be binding and irrevocable.

3.2 Unless agreed otherwise in writing, SNBV shall not owe any costs to the Other Party in relation to the Other Party's quotations and Offers.

3.3 If a written order by SNBV succeeds an Offer by the Other Party, the Agreement shall be deemed to be concluded at the moment the order is sent by SNBV.

3.4 If SNBV places a written order without a prior quotation from the Other Party, the Agreement shall be deemed to have been concluded if

- a. SNBV receives a signed order copy from the Other Party not later than fourteen (14) days after the date of the order; or
- b. the performance agreed in accordance with the order has taken place within fourteen (14) days.

3.5 In the event of an orally concluded Agreement, the parties shall suspend execution of the Agreement until the moment when SNBV has sent written confirmation of the order.

3.6 In this article, the term "written" shall be understood to refer to any message sent by the authorised representative of the relevant party by letter, fax or e-mail.

Article 4. Prices

4.1 Agreed prices shall be fixed, stated in EUR and include all taxes and levies (for example, import and export duties) as well as all charges, exclusive of (Dutch) VAT. Furthermore, prices shall be 'Delivered Duty Paid' (DDP, Incoterms, 2010 edition) at the agreed place of delivery.

4.2 The raising of prices shall only be possible if such a possibility is expressly provided for in the Agreement. If a clause authorising price amendment has been agreed, no appeal shall be made to such a clause regarding orders previously placed by SNBV. An eventual price amendment, if stipulated for in the Agreement, shall always be explicitly agreed upon in writing.

Article 5. SNBV sites and buildings

5.1 Prior to commencement of the execution of the Agreement, the Other Party shall acquaint itself with the circumstances prevailing at the airport area and in the SNBV buildings where the agreed activities are to be performed, and which may influence the execution of the Agreement. Expenses incurred in delays in the execution of the Agreement caused by such circumstances shall be at the Other Party's expense and risk.

5.2 The Other Party and its Personnel shall, prior to the execution of the Agreement, acquaint themselves with the contents of the rules and regulations applying to the airport area and SNBV buildings, including the Schiphol regulations, including the Schiphol Pass Conditions, and behave accordingly. At the request of the Other Party, SNBV shall make available a copy of the currently prevailing rules and regulations, without delay and free of charge. The most recent version of the Schiphol regulations can be found at www.schiphol.nl.

5.3 The Other Party shall, in accordance with prevailing regulations, ensure that its Personnel in the airport area and SNBV buildings is provided with the required admission documents.

5.4 The Other Party shall ensure that its presence and the presence of its Personnel in the airport area and SNBV buildings shall not hinder the undisturbed progress of SNBV's activities and those of third parties.

Article 6. Delivery

6.1 Unless agreed otherwise in writing, delivery of goods shall take place DDP Schiphol. 'Incoterms', 2010 edition, edited by the International Chamber of Commerce in Paris shall apply to the interpretation of delivery terms.

6.2 The term "delivery" shall be understood to include a partial delivery and delivery of all the accompanying aids and documents referred to in Article 9.

6.3 As soon as the Other Party is aware or should be aware that an agreed condition will not be performed properly or by the agreed deadline, it shall, with reference to the circumstances that gave rise to such failure, inform SNBV accordingly in writing, without delay. Without prejudice to SNBV's right, in accordance with the provisions of Article 22.2, to dissolve the Agreement, the parties shall consult with each other as to whether, and in what way, the failure might still be remedied to SNBV's satisfaction. In such an event SNBV shall in any case be entitled to execute repairs or replacement itself or commission one or more third parties to do so. The expenses involved in such a procedure shall be for the Other Party's account.

6.4 If SNBV requests the Other Party to postpone delivery, the Other Party shall store, secure and insure the relevant goods, properly packaged and recognisably addressed to SNBV.



6.5 The agreed performance shall be regarded as delivered or completed only after the Other Party, either in writing or orally, has informed SNBV of the completion of the performance, and persons designated by SNBV have approved the performance and communicated their approval in writing to the Other Party.

6.6 The Other Party shall, at all times, bear the responsibility for, and take care of, the Personnel engaged in the execution of the agreed performance. Personnel engaged by the Other Party in the execution of the Agreement shall meet SNBV's special requirements and, in the absence thereof, general requirements of professional conduct and expertise.

6.7 SNBV, or any third party engaged by SNBV, shall be authorised to inspect the ID of the Personnel engaged by the Other Party for the execution of the Agreement. If, in SNBV's judgment, such Personnel is insufficiently qualified, SNBV shall be authorised to order the removal of the relevant Personnel, and the Other Party shall immediately provide replacements, with due observance of the provisions of paragraph 6 of this article.

Article 7. Packaging

7.1 Goods shall be packaged in such a way as to be capable of reaching their destination in good order when shipped by normal means of transport, and of being unloaded and stored by means of regular conveyances. The Other Party shall be liable for any damage caused by insufficient or defective packaging.

7.2 The Other Party shall make efforts to utilise sustainable and environmentally friendly packaging materials.

7.3 SNBV is at all times authorised to return packaging materials to the Other Party. Return shipments of packaging materials shall be sent to the Other Party's dispatch address at the Other Party's expense and risk.

7.4 The use of loan packaging and packaging charges shall be stated separately on the Offer and the consignment note. Loan packaging shall be clearly marked as such by the Other Party. Loan packaging return shipments shall be at the Other Party's expense and risk.

Article 8. Ownership

8.1 Goods delivery risks shall be transferred to SNBV only on delivery. Such risks shall not be transferred if the goods do not meet Agreement requirements, or if the goods are not accompanied by the corresponding aids and documents.

8.2 The ownership of goods shall be transferred from the Other Party to SNBV not later than the moment of delivery, without prejudice to SNBV's right to reject the goods in accordance with Article 13. The Other Party shall guarantee that the goods are free from third party rights.

8.3 SNBV is entitled to demand that the transfer of ownership regarding goods or the accompanying materials and components take place at an earlier time. In such a case the Other Party shall mark the relevant materials and components as recognisable SNBV property, and indemnify SNBV against any loss, damage or third party rights.

Article 9. Aids and documents

9.1 Any materials, drawings, calculations, models, moulds, instructions, specifications, quality certificates, test and warranty certificates, service manuals, instruction manuals, user manuals and other aids and documents made available by SNBV or purchased or created by the Other Party in connection with the delivery to SNBV shall remain the property of SNBV, or, respectively, become the property of SNBV, at the moment of delivery.

9.2 The Other Party shall mark the aids and documents referred to in the previous paragraph as recognisable SNBV property, and maintain in good condition and insure for its own account such aids and documents against all risks, as long as the Other Party acts as keeper of said aids and documents.

9.3 The Other Party shall not, without written permission from SNBV, use or allow the use of said aids and documents for, or in relation to, any other purpose than the agreed performance.

Article 10. Approval, permission

10.1 The approval or permission granted by SNBV to the Other Party in relation to any matter as referred to in these General Terms and Conditions of Purchase shall not release the Other Party from its obligations arising from the Agreement.

Article 11. Modifications, supplemental work

11.1 SNBV is entitled to demand that the scope and/or nature of the agreed performance be amended. SNBV is entitled to modify or commission the modification of the aids and documents referred to in Article 9.

11.2 If, in the Other Party's judgment, such modification has consequences for the agreed fixed price or delivery period(s), the Other Party shall, prior to acting upon such modification, inform SNBV to that effect in writing as soon as possible, but not later than 8 (eight) days after notification of the desired modification. If, in SNBV's judgement, such consequences for the price or delivery period are unreasonable in relation to the nature and scope of the modification, SNBV shall be entitled to terminate the Agreement with immediate effect by means of written notification to the Other Party. Termination by virtue of this paragraph 11.2 shall not entitle either party to compensation for any damage suffered.

11.3 The Other Party shall inform SNBV in good time of any expected supplemental work. The Other Party may not execute and charge for any supplemental work until SNBV's has given its written permission. The Other Party shall, prior to the execution of supplemental work, specify the costs, in default of which SNBV is not obliged to pay for such supplemental work.

11.4 The Other Party shall not effect or execute any modifications without SNBV's prior instruction or permission in writing.

Article 12. Payment, invoice, claims

12.1 Unless expressly agreed otherwise, payment shall take place 30 (thirty) days after SNBV has received the invoice and, in addition, has approved the delivery and communicated their approval in writing to the Other Party.

12.2 The Other Party shall state the purchase order number and order position number on the invoice and on all accompanying documents.

12.3 SNBV is entitled to demand that the Other Party, at its own expense, produce an unconditional and irrevocable bank guarantee from a banking institution acceptable to SNBV, in order to secure fulfilment of the Other Party's obligations.

12.4 If the Other Party does not or not completely fulfil one or more of its obligations under the Agreement or under these General Terms and Conditions of Purchase, SNBV shall be entitled to suspend payment to the Other Party.

12.5 Payment by SNBV shall not in any way entail a waiver of rights. SNBV is, at all times, entitled to settle any of the Other Party's claims against SNBV with claims it has against the Other Party, for whatever reason.

12.6 Any claim the Other Party has against SNBV shall be submitted not later than one year from its inception.

Article 13. Testing

13.1 At any time requested, the Other Party shall grant SNBV the opportunity to test the (partly) delivered goods or services as well as the relevant components and materials (including tools) to be used in the execution of the Agreement against the specifications agreed by the parties, or as laid down in law or otherwise set out by public authorities. On request, the Other Party shall, free of charge, make available testing and measuring equipment, and grant Personnel support, unless agreed otherwise in advance, expressly and in writing.



- 13.2 SNBV is entitled to have the (partly) delivered goods or services tested by an independent body. If such a body rejects the goods or services, the expenses incurred in relation to the testing shall be for the Other Party's account.
- 13.3 In respect of testing by virtue of this article, the Other Party shall grant access to the places where the goods are produced or stored, shall assist in the desired tests, and shall provide the required documentation and information at its own expense.
- 13.4 If SNBV partly or totally rejects the components and materials to be used by the Other Party in the execution of the Agreement, the Other Party shall replace the rejected components or materials without delay.
- 13.5 If the (partially) delivered goods or services are rejected, SNBV shall be entitled to set a deadline by which the Other Party shall repair or replace the rejected goods, or resume the execution of services. If the Other Party is not able to deliver the goods or perform the services within the set deadline, it shall be considered to be in default by operation of law, and shall forthwith refund payment, without any other demand for payment being required and without prejudice to the provisions of Article 21.
- 13.6 In cases of urgency or in cases in which it can reasonably be assumed, after consultation with the Other Party, that the Other Party will fail in the fulfilment of its obligations arising from this article, SNBV shall be entitled to effect repairs or replacement itself, or have such repairs or replacement executed by a third party. The expenses thus incurred shall be for the Other Party's account.
- 13.7 If delivery of goods or the execution of services takes place in phases, each phase shall be tested separately. In case of rejection of one phase, the Other Party shall not be entitled to invoke the approval of a previous phase.
- 13.8 In case of a rejection of goods, the risks and ownership in relation to such goods shall be deemed never to have been transferred to SNBV.

Article 14. Guarantee

- 14.1 The Other Party shall guarantee the soundness of the goods delivered and the services provided, and warrants that such goods and services meet all the requirements of the Agreement. Such guarantees shall comprise at least the following:
- that the goods and/or services are suitable for the purpose for which the order was placed and the Agreement was concluded;
 - that the goods are new, of sound quality, and free from defects and third-party rights;
 - that the services will be performed professionally and without interruption;
 - that the goods and/or services will be accompanied by all the data and instructions required for their correct and safe use;
 - that the goods and/or services are in accordance with all the regulations arising from applicable European and Dutch legislation in matters of, inter alia, safety, health and the environment.
- 14.2 The warranty period shall be 24 months, unless expressly agreed otherwise in writing. The warranty period commences at the moment the delivered goods and/or services have been approved. If, within said warranty period any defects are found in the delivered goods that are not the result of normal wear and tear or inexpert use, the Other Party shall, at its own expense, ensure the replacement or repair of the defective goods. The term "defect" shall be understood to include material and/or manufacturing defects. In relation to services performed, a similar obligation to make good any defect shall apply for a period of 24 months after the relevant services were performed.
- 14.3 The warranty period referred to in paragraph 14.2 shall, in relation to the repaired or replaced goods and/or services performed, recommence after SNBV's acceptance of the repair or replacement to which the warranty provisions applied.

Article 15. Confidentiality

- 15.1 The Other Party shall, vis-à-vis third parties, guarantee secrecy with respect to any business information, including business resources, business operations, computer software and other data originating from SNBV, which, in any way whatsoever, came, or was brought to its attention.
- 15.2 The Other Party shall not multiply, or disclose to third parties any information relating to the Agreement other than is necessary within the framework of the performance of the Agreement, and only after written permission from SNBV.
- 15.3 All aids and documents made available by SNBV to the Other Party within the framework of the Agreement as referred to in Article 9, as well as any other business information, shall at all times remain the property of SNBV, and be returned at SNBV's first request to that effect, or not later than on delivery.
- 15.4 The Other Party shall refrain from providing third parties with information relating to SNBV or any of its activities and, in particular, relating to the contents of the Agreement. This obligation to refrain from disclosing information shall apply especially, and in particular, to information to the media.
- 15.5 The Other Party shall impose the obligations referred to in this article also on its Personnel.
- 15.6 In case of a breach of the provisions of this article, the Other Party shall owe a penalty of € 10,000 per event, immediately payable to SNBV, plus an additional sum of € 500 for each subsequent day that the breach continues, and without prejudice to SNBV's right to take other measures against the Other Party.

Article 16. Intellectual property

- 16.1 The Other Party shall guarantee that the execution of the agreed performance and the utilisation thereof by or in favour of SNBV, will not result in any infringement of any copyright, or patent, brand, or design rights, or any other third party intellectual property right. The Other Party shall indemnify SNBV against third party claims in relation to such infringements, and compensate SNBV for any damages or costs resulting from such claims.
- 16.2 If any rights of intellectual property are attached to the products of the mind arising from compliance with the Agreement or if such a right can be established, the Other Party shall transfer all such rights and claims to SNBV at the moment such a right or claim comes into existence, which transfer SNBV shall now for then accept. The Other Party, in so far as possible, shall relinquish its moral rights as referred to in Section 25 of the Dutch Copyright Act.
- 16.3 The Other Party shall provide SNBV with all the data and grant all the assistance necessary for the transfer and/or establishment of the rights referred to in paragraph 2, without being entitled to set conditions. In so far as such transfer and/or establishment requires a further instrument, the Other Party shall, at SNBV's first request, sign such an instrument.
- 16.4 The Other Party shall refrain from the use, in any form of publication or otherwise, of the name SNBV, the brand name of Amsterdam Airport Schiphol, Schiphol Group or any other intellectual property right belonging to, or in use by, SNBV or N.V. Luchthaven Schiphol, without SNBV's prior permission in writing. The Other Party shall refrain from taking photographs, making recordings or using other media, and from using visual material on which Schiphol Airport or parts thereof are visible.

Article 17. Transfer

- 17.1 Neither party is entitled to transfer the rights and obligations arising from the Agreement to a third party without written permission from the other party. Such permission shall not be refused without reasonable grounds; the party that grants permission is, however, entitled to attach conditions to its permission.
- 17.2 The Other Party shall not, either partly or wholly, subcontract the execution of its obligations arising from the Agreement to one or more third parties, without prior permission in writing from SNBV.



- 17.3 Any permission granted by SNBV shall be without prejudice to the Other Party's responsibility and liability to fulfil its obligations in accordance with the Agreement, these General Terms and Conditions of Purchase and tax and social legislation.

Article 18. Environmentally hazardous substances

- 18.1 Prior to the formation of the Agreement, the Other Party shall report in writing whether the goods to be offered and delivered contain any environmentally hazardous substances that could be released during normal use, or be released as a result of defects, repairs, maintenance or contingencies, their removal or discharge, storage, dumping, relocation, or destruction at the end of their service life. In such a case the Other Party shall, on delivery, add clear instructions with preventive measures as to how such release is to be avoided. Furthermore, the Other Party shall state the measures that must be taken to protect SNBV, its employees and third parties against such substances should they be released.

Article 19. Payment of taxes and premiums

- 19.1 The Other Party undertakes to strictly comply with its legal obligations to pay the premiums in respect of employed persons insurance schemes, national insurance premiums and payroll tax, to pay sales tax in relation to the Agreement, and, furthermore, in so far as applicable, strictly comply with the applicable collective labour agreement. If, and as long as, SNBV has occasion to believe that the Other Party does not, or not completely, fulfil its obligations referred to in the previous sentence, SNBV shall not be obliged to pay anything to the Other Party.
- 19.2 The Other Party shall indemnify SNBV against any claims (including interest, penalties and costs) by the tax authorities, social security agencies or any third party for the payment of sales tax, payroll tax, national insurance premiums or premiums regarding employed persons insurance schemes owed by the Other Party.
- 19.3 Upon SNBV's first request, the Other Party shall submit a statement known as 'Proof of proper payment' issued by the tax authorities or the social security agency not more than three months earlier. As long as the Other Party does not provide such a statement, SNBV is not obliged to make payments to the Other Party in respect of any amount owed by SNBV.
- 19.4 Without prejudice to the foregoing, the Other Party shall keep accounts in such a way as to ensure transparency of the real labour costs for the agreed performance. SNBV is at all times entitled to inspect such accounts.
- 19.5 Where legislation concerning ultimate vicarious liability for payment of taxes and national insurance contributions or related legislation applies, SNBV is entitled to pay the payroll tax and premium components of every invoice directly into a guarantee account, or directly to the tax collector or a social security agency.
- 19.6 If the Other Party utilises the services of (employees of) a third party (exclusively with SNBV's permission, in accordance with Article 17), the Other Party shall provide SNBV with the social security numbers, passport copies and – where applicable – copies of work permits or residence permits of the relevant employees. The Other Party shall include the provisions of Article 19 in an agreement with any third party it intends to engage and oblige such third party to include said provisions in any agreements it concludes.

Article 20. Force majeure

- 20.1 In the event of force majeure of one or both parties, fulfilment of the Agreement shall be partly or wholly suspended for the duration of the force majeure period, without the parties being reciprocally liable for relevant compensation. If the force majeure period exceeds 30 (thirty) days, the other party shall be entitled to dissolve the Agreement forthwith by means of a registered letter without judicial intervention, and without being liable to pay any compensation. Force majeure on the Other Party's side shall in no case include shortage of Personnel, strikes, breach of contract by third parties engaged by the Other Party, loss of auxiliary materials, liquidity problems or solvency problems in respect of the Other Party.

Article 21. Liability

- 21.1 The Other Party shall be liable for any damage or loss – both direct and indirect – incurred by SNBV and/or third parties as a result of defects in the goods delivered or services performed by the Other Party, or as a result of an act or omission by the Other Party or its Personnel.
- 21.2 The Other Party shall indemnify SNBV against any claims by third parties regarding the execution of the Agreement. Indemnification shall include any loss or expenses, including but not limited to any penalties pursuant to the Dutch *Wet Arbeid Vreemdelingen*, which SNBV suffers or incurs in relation to such claims. The Other Party undertakes to strictly comply with its legal obligations regarding the Dutch *Wet Arbeid Vreemdelingen* and shall indemnify SNBV against any claims (including interest, penalties and costs) by anyone owed by the Other Party and/or SNBV.
- 21.3 The Other Party shall take out sufficient insurance against liability as referred to in this article, and shall allow SNBV inspection of the relevant insurance policy on request.
- 21.4 SNBV shall not be liable for any loss suffered by the Other Party or its Personnel, unless such loss is the result of gross negligence or intent on the part of SNBV.

Article 22. Termination of the Agreement

- 22.1 SNBV is at all times entitled, with due observance of a notice period of one month, to cancel the Agreement in the interim, by means of written notification of the Other Party. Immediately after receipt of the written notification, the Other Party shall terminate the execution of the Agreement. SNBV and the Other Party shall hold consultations concerning the consequences of such termination.
- 22.2 SNBV is entitled, at its discretion, to suspend the execution of the Agreement or to terminate the Agreement wholly or in part by means of a registered letter without judicial intervention (and without any obligation on SNBV's part to pay compensation) in the following cases:
- suspension of payment or bankruptcy of the Other Party or a filing to that effect;
 - the sale or dissolution of the Other Party's company;
 - the withdrawal of the Other Party's licences required for the execution of the Agreement;
 - attachment of an important part of the business resources of the Other Party or of matters designated for the execution of the Agreement;
 - failure of the Other Party to comply with the Agreement and, in so far as compliance is not permanently or temporarily impossible, to fulfil its commitments after all within a period of fourteen (14) days after having been given written notice of default by SNBV.
- 22.3 All claims which SNBV might in accordance with this article have or have obtained on the Other Party in the event of termination, shall be fully due and immediately payable.

Article 23. Integrity and Corporate Responsibility

- 23.1 The Other Party and its Personnel shall, prior to the execution of the Agreement, acquaint themselves with the contents of the rules and regulations put down in the *Suppliers Code of Conduct* and behave accordingly. At the request of the Other Party, SNBV shall make available a copy of the currently prevailing rules and regulations, without delay and free of charge. The most recent version of the *Suppliers Code of Conduct* can be found at www.schiphol.nl.



Article 24. Applicable law and disputes

- 24.1 The Agreement and all agreements arising from it shall be governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Sales Convention') is not applicable.
- 24.2 Any disputes (including those which are regarded as such by only one of the parties) arising between the parties in respect of this Agreement or any agreements between the parties resulting from it, shall be settled by the competent district court in Amsterdam.

Article 25. Translation

- 25.1 The source text of these General Terms and Conditions of Purchase is formulated in the Dutch language. In the event of lack of clarity, differences of interpretation or differences in construal regarding these General Terms and Conditions of Purchase, the Dutch text shall be decisive at all times.

