



General Purchase Conditions IT & Systems General Provisions

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Article 1 Definitions

1.1 In these Conditions, the terms below shall have the following meanings:

Acceptance	The approval by EANV that the Deliverable meets the specifications and properties agreed and warranted in the Agreement.
Acceptance test	The test by which Parties can demonstrate Acceptance.
Affiliated Company	All companies affiliated to EANV as referred to in Section 2:24b of the Dutch Civil Code.
Agreement	The agreement signed by EANV and Supplier, including amendments thereto set out in an addendum, which sets out the arrangements relating to Deliveries.
Airport	The civilian part of Eindhoven military airport designated under the Aviation Act (Wet luchtvaart).
Airport Regulations	The rules that apply to everyone who is on the Airport and all appendices and conditions associated therewith to which the Airport Regulation refer, a current version of which can be found at www.eindhovenairport.nl .
Conditions	These General Provisions and the Special Provisions.
Custom software	Software developed specifically for EANV with associated Documentation and Materials.
Data	All data, information, instructions and any documentation, including all intellectual property rights thereon, which are the subject of the Agreement.
Data Processor Agreement	The agreement within the meaning of Article 23(3) of the GDPR.
Delivery	A whole or partial (i) delivery of goods, Documentation, Hardware or Software and (ii) delivery or performance of services, including SaaS or Maintenance, as provided in the Agreement.
Documentation	Materials, drawings, calculations, models, moulds, instructions, specifications, quality, inspection and warranty certificates, manuals, descriptions of functionality, uses and other aids and documentation made available, purchased or produced by EANV or the Supplier in the context of the Agreement.
EANV	Eindhoven Airport N.V.
EANV Data	All Data (i) originating from EANV or an Affiliated Company or (ii) provided by third parties to EANV for the purposes of the Agreement.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as updated, amended or replaced from time to time, including any implementing legislation thereof.
General Provisions	All provisions in this document.
Hardware	The hardware to be supplied or delivered by the Supplier as described in the Agreement with associated Documentation and Materials.

Implementation	Implementing and installing the Software in the Hardware, the cloud or other hardware designated by EANV and, where necessary, modifying Software or Hardware respectively in such a way that the Software functions according to the agreed specifications, including taking all measures and activities aimed at the transition between an existing and a new working method with regard to data provision and data processing (conversion).
Improved Version	A modified version (also referred to as an "update") of the Software, which fixes defects in it, or improves its logical consistency.
Maintenance	Maintenance on the Hardware and/or Software as further described in the Agreement, in the SLA or otherwise.
Materials	The auxiliary materials required for the use, Maintenance, installation, Implementation and modification of the Hardware and/or Software, such as cables, smart cards and physical data carriers on which Software is delivered.
New version	A modified and/or improved version (also referred to as "release") of the (System) Software, which modifies its functionality.
Offer	A document or purchase order prepared at the request of EANV containing an itemised offer for an intended Agreement.
Parties	EANV and Supplier (a Party: EANV or Supplier).
Personnel	Employees, self-employed persons, auxiliary persons and/or other persons to be engaged by the Supplier for the performance of the Agreement.
Processor agreement	The agreement defining, in the case of processing by a processor, inter alia, the subject and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, and the rights and obligations of the controller.
Rules of conduct	The rules of conduct applicable to employees of EANV and persons performing work on behalf of EANV, a current version of which can be found at www.eindhovenairport.nl
SaaS	Software as a Service; to be understood as the provision and keeping available by Supplier 'remotely' of software to EANV and/or Eindhoven Airport Data via the internet or another data network.
Security Annex	An annex to the Agreement containing all cybersecurity measures to be taken by the Supplier in the performance of the Agreement.
SLA	The service level agreement that forms part of the Agreement.
Software	Computer Programs with associated Documentation and Materials that the Supplier delivers to EANV pursuant to the Agreement, not being SaaS. Software also includes System Software, Custom Software, software that has been improved or modified by or on behalf of EANV, as well as New Versions and Improved Versions.
Special Provisions	All provisions in the following documents: Special Provisions - Software; Special Provisions - Hardware; Special Provisions - SaaS; Special Provisions - Housing and Hosting; and Special Provisions - Professional Services.

Supplier	The natural person or legal entity that is EANV's counterparty in relation to an Offer or Agreement.
Supplier code	The rules that apply to Suppliers that include guidelines on topics such as integrity and corporate responsibility, a current version of which can be found at www.eindhovenairport.nl
System software	The System Software described in the Agreement that the Parties use (or must use) in combination with the Hardware, including the accompanying Documentation. System Software also includes other (auxiliary) software made available by Supplier.
TPM	Third Party Communication or Third Party Memorandum; a statement issued by an independent auditor on the quality of the Supplier's (IT) services.
Working days	Calendar days, excluding weekends and generally recognised Dutch public holidays, on which Supplier performs the agreed work between 08:00 and 17:00.

- 1.2 In writing means: a notice sent by letter or e-mail by the authorised representative of the Party concerned. A Party must send a notice regarding termination of the Agreement and liabilities by (registered) letter or e-mail to the Parties' contact person named in the Agreement. The Supplier must always send a copy of the notice to procurement@eindhovenairport.nl.

Article 2 Applicability

- 2.1 The General Provisions and the Special Provisions declared applicable in the Agreement apply to all Offers by and Agreements with the Supplier where EANV acts as purchaser of Deliveries. If the Agreement does not explicitly provide for the applicability or exclusion of the Special Provisions or parts thereof, all the Special Provisions shall be deemed applicable.
- 2.2 Deviations from these Conditions shall only apply to the extent agreed in writing by authorised representatives of the Parties.
- 2.3 General terms and conditions of the Supplier or third parties, by whatever name, do not apply to the Offers and Agreements and are expressly rejected by EANV.
- 2.4 If one or more provisions of these Terms prove to be null and void, are voided or otherwise lose their legal validity, the remaining provisions of these Terms shall remain in force and the Parties shall make a substitute arrangement in reasonable consultation whereby the purpose of these Terms shall be preserved.

Article 3 Conclusion of the Agreement

- 3.1 The Agreement shall only come into existence by written order confirmation and/or upon signature by the duly authorised representatives of both Parties.
- 3.2 EANV shall not owe any costs to the Supplier in connection with Offers requested by it.
- 3.3 The Agreement and its annexes and these Conditions constitute all agreements made between EANV and the Supplier regarding the purchase of goods and/or services.
- 3.4 The Agreement between the Parties contains an agreement of proof, to the effect that when an advanced electronic signature is used, it shall be deemed to be sufficiently reliable and shall be recognized by the Parties as compelling evidence.

- 3.5 The latest version of the Airport Regulations shall apply to the Agreement. If EANV publishes a new version of the Eindhoven Airport Regulations, the new version will apply to the Agreement immediately.
- 3.6 The Parties named in the preamble to the Agreement conclude the Agreement.
- 3.7 At EANV's request, one or more Affiliated Companies may be added as a Party to the Agreement during the term of the Agreement, or enter into an agreement with the Supplier on the same terms and conditions as the Agreement. In such case, wherever the name EANV is mentioned, the name of the Affiliated Company must be read.

Article 4 **Prices**

- 4.1 The agreed prices are fixed, in Euros and including all taxes, levies (e.g. import and export duties) and all other costs, but excluding VAT.
- 4.2 The Supplier can only increase the agreed prices if the possibility to do so is explicitly included in the Agreement. If the possibility of price change is agreed (i) this does not apply to orders already placed by EANV and (ii) the price change only applies after this is agreed in writing between the Parties.
- 4.3 Supplier uses transparent price calculations and makes these accessible to EANV.

Article 5 **Payment terms**

- 5.1 EANV pays an invoice within thirty (30) calendar days of EANV having (i) received a correctly prepared invoice and (ii) approved the Delivery as referred to in Article 10.
- 5.2 Supplier shall include the purchase order number and order position number specified by EANV in the invoice and accompanying documents.
- 5.3 Exceeding a term of payment by EANV shall not entitle the Supplier to suspend or terminate its performance in whole or in part. The Supplier is only entitled to suspend the Agreement if EANV is still in default of payment thirty (30) calendar days after receipt of a written notice of default, unless EANV disputes the invoice. The Supplier is then entitled to terminate the Agreement if EANV is still in default of payment three (3) months after the start of the suspension.
- 5.4 If the Supplier does not or not fully comply with any obligation under the Agreement or the Conditions, or if Acceptance has not yet taken place, EANV is entitled to suspend payment under the Agreement.
- 5.5 Payment or Acceptance by EANV in no way implies a waiver of any rights.
- 5.6 EANV shall at all times be entitled to set off claims it has against the Supplier, on any basis whatsoever, against claims the Supplier has against EANV. The Supplier is not authorised to set off claims against EANV, unless the Agreement provides otherwise.
- 5.7 If the Supplier has a claim under the Agreement, the Supplier must bring such claim against EANV no later than two (2) years after it arises.

Article 6 **Access EANV**

- 6.1 If the Supplier requires access to property and buildings of EANV or Affiliated Companies for the performance of the Agreement, it shall inform itself, prior to performance, of the conditions within the airport area and in the buildings where the Supplier is to perform its obligations. EANV shall

provide all information necessary for this purpose. Costs of delay in the performance of the Agreement caused by circumstances as referred to in this paragraph shall be at the Supplier's expense and risk.

- 6.2 The Supplier and its Personnel shall acquaint themselves and comply with the contents of the (statutory) rules, conditions and regulations applicable on the airport premises and in the buildings of EANV, including in any case EANV's access policy and the Airport Regulations and all associated appendices and conditions to which these rules, conditions and regulations refer and comply with them. A copy of the applicable rules, conditions and regulations shall be made available by EANV free of charge at the Supplier's request.
- 6.3 Supplier is responsible for ensuring that its Personnel on the airport area and in EANV's premises are provided with the necessary proof of admission, in accordance with the applicable regulations. Supplier is responsible for the timely application for necessary documents and any security screening.
- 6.4 Any costs related to the conduct or completion of security investigations shall be borne by the Supplier.
- 6.5 The Supplier shall ensure that its Personnel can identify themselves at EANV's request and can prove that they are working for or on behalf of the Supplier. EANV may refuse anyone access to any of its sites.
- 6.6 If a person who belonged or belongs to the Supplier's Personnel and visits locations of EANV or Affiliated Companies in that capacity is (soon) no longer working for the Supplier, the Supplier shall immediately report this to EANV's contact person. The Supplier shall ensure that the airport identification card (Eindhoven Airport Pass) of the relevant person is returned to EANV.

Article 7 Delivery

- 7.1 Supplier shall perform Deliveries as stipulated in the Agreement. Supplier warrants the adequacy of its Deliveries and warrants that they comply with the Agreement. This warranty includes at least that: (a) The Deliveries are fit for the purpose for which the purchase order is placed and the Agreement is entered into; (b) Supplier performs the services in a competent and uninterrupted manner; and (c) the Deliveries are accompanied by all data and instructions necessary for correct and safe use.
- 7.2 Deliveries in deviation from the agreements made, including term and scope, require the written approval of EANV. If Supplier delivers without EANV's written approval, EANV shall be entitled to return the relevant Delivery at Supplier's expense.
- 7.3 The Supplier shall immediately inform EANV in writing of any circumstance that causes the Supplier not to be able to timely or properly perform its obligation. Such notification shall not affect the arrangements made in the Agreement. EANV shall then in any event be entitled to carry out repair or replacement work or to have such work carried out. The costs involved in this shall be borne by the Supplier.
- 7.4 The Supplier shall at all times be responsible and take care of the Personnel it deploys in the performance of its obligations. The Personnel shall meet special requirements set by EANV, and in the absence thereof, the general requirements of professional competence and expertise.
- 7.5 If, in the opinion of EANV, there are insufficiently qualified Personnel, EANV is authorised to order the removal of the Personnel in question, and the Supplier is obliged to immediately replace them,

subject to paragraph 4 of this article.

- 7.6 Delivery shall take place on Working days. If necessary in exceptional cases, Delivery may take place outside office hours, if EANV approves in advance.
- 7.7 The parties are obliged to provide each other with all cooperation, data and information necessary or useful for the Delivery in a timely manner.
- 7.8 The Supplier shall carry out its work in such a way that it does not disrupt EANV's business continuity. If this is nevertheless necessary for the performance of the work, the Supplier may only start its work if EANV has given its written approval.
- 7.9 Supplier shall deliver goods "delivered duty paid" (DDP), as referred to in the latest edition of the Incoterms issued by the International Chamber of Commerce in Paris, at the agreed place of delivery.
- 7.10 A packing list must be present with the items to be delivered. The packing list must show EANV's purchase order number, item numbers, quantities and descriptions.
- 7.11 Without prejudice to the Supplier's other obligations in respect of the goods to be delivered, the Supplier must ensure that EANV signs for receipt of all goods to be delivered.
- 7.12 If EANV requests the Supplier to postpone delivery, the Supplier must store, secure and insure the goods at EANV's expense, properly packaged and recognisably intended for EANV.

Article 8 Safety

- 8.1 Supplier must, prior to the performance of the work on or for the benefit of Airside, acquaint itself with the content of the (statutory) rules, conditions and regulations (which form an inseparable part of the Agreement) applicable at the airport area for the safe use of the Airport, including in any case the Airport Regulations, the Safety & Security Manual, the HSE Standard and the house rules of EANV, and behave accordingly.
- 8.2 The Supplier must observe and at all times follow the (additional) instructions given and to be given by EANV regarding safe use of the Airport.

Article 9 Subcontracting

- 9.1 The Supplier may only engage subcontractors for its performance of the Agreement if EANV has given its prior written consent thereto, which EANV may not refuse on unreasonable grounds. EANV is entitled to pose conditions to such consent.
- 9.2 After engaging subcontractors, the Supplier remains fully responsible and liable for the fulfilment of its obligations under the Agreement and the obligations incumbent on the Supplier or its subcontractors under tax and social insurance legislation as referred to in Article 22. The Supplier is EANV's first point of contact with regard to the communication and performance by the Supplier's subcontractors, as further provided for in the Agreement.

Article 10 Acceptance

- 10.1 If EANV opens a packaging of the delivered goods or breaks a seal affixed to it, this does not qualify as Acceptance.
- 10.2 EANV may not refuse Acceptance if the delivery contains only minor defects that do not affect its

use. The Supplier warrants that it will repair such detected defects with due speed after Acceptance at its own expense and risk.

- 10.3 The Parties may agree to conduct an Acceptance Test for Deliveries. Supplier shall cooperate fully with the Acceptance Test. The Parties shall describe the Acceptance Test separately in the Agreement.
- 10.4 If the Parties have not agreed on an Acceptance Test, EANV shall inform Supplier in writing within two (2) weeks of Delivery whether or not it accepts the Delivered. If the Supplier has not received any written notification from EANV within the aforementioned period, the Supplier may not infer that EANV has accepted the supplied goods. If EANV has put the supplied goods into use, EANV shall be deemed to have tacitly accepted the supplied goods.

Article 11 **Property**

- 11.1 Ownership of goods shall pass from Supplier to EANV no later than the time of Delivery, without prejudice to EANV's right to use the goods in accordance with Article 10 to reject the goods. In the event of rejection by EANV, risk and ownership shall be deemed never to have passed to EANV.
- 11.2 Supplier warrants that goods are free of third party rights.
- 11.3 The supplier cannot make any retention of title (*eigendomsvoorbehoud*) on the goods delivered to EANV.
- 11.4 If EANV makes items, data and other documentation available to the Supplier, the ownership rights thereto shall remain vested in EANV. The Supplier will handle the items made available with due care and must mark and identify the items made available as the property of EANV. The Supplier must return items, data and other documentation made available to it at EANV's first request.
- 11.5 The Supplier may not use the items, data and other documentation, as referred to in paragraph 4 of this article, (or cause them to be used) for any purpose other than the Agreement, unless EANV has given its prior written consent thereto.

Article 12 **Documentation**

- 12.1 The Supplier shall make Documentation available to EANV within the agreed period.
- 12.2 The Documentation gives an accurate, complete and detailed description of the Hardware to be supplied or Software to be made available by Supplier, or of the Maintenance thereof.
- 12.3 EANV is entitled to copy the Documentation for its own use. EANV is authorised to make modifications (or have modifications made) to Documentation.
- 12.4 Documentation is in Dutch or English.
- 12.5 During the agreed warranty period, the Supplier must replace, amend or modify the Documentation at its expense, whether or not at the request of EANV, as soon as possible if at any time it is found to contain incorrect information or is otherwise incomplete, insufficient, unclear or out of date.

Article 13 **Audit and TPM**

- 13.1 EANV may, at its own expense, conduct an audit of the Supplier in relation to the Agreement. EANV may engage a third independent party to conduct the audit on its behalf.

- 13.2 Supplier must cooperate fully with the audit, provide access to all relevant premises, records and systems and make all necessary data available.
- 13.3 EANV must give timely written notice of the audit and the audit will disrupt Supplier's business activities as little as possible.
- 13.4 A positive outcome of the audit does not relieve the Supplier of its responsibility to continue to properly perform the Agreement.
- 13.5 At EANV's request, the Supplier must, at its own expense, submit, periodically or otherwise, a TPM from an external auditor testing the Supplier's quality requirements and processes, including, for example:
- a) service level management;
 - b) security management;
 - c) logical access management;
 - d) availability management;
 - e) change management;
 - f) incident management;
 - g) release management; and
 - h) problem management.

Article 14 **Changes in scope**

- 14.1 EANV is entitled to require the Supplier to change the scope and/or quality of the agreed performance with effect from a date to be determined by EANV, unless the Supplier can demonstrate that the requested change (i) disproportionately harms the Supplier's legitimate interests or (ii) is factually impracticable with effect from the date determined by EANV, in which case the Supplier shall implement the change as soon as reasonably possible. The parties shall consult to discuss the consequences of such amendment.
- 14.2 Before implementing the change, the Supplier shall identify the financial consequences, impact on the delivery time and other consequences as soon as possible and at the latest within seven calendar days after notification of the requested change.
- 14.3 In case of a change in the scope and/or quality of the agreed performance, the Parties shall adjust the prices pro rata, unless the Supplier can make it clear that the prices do not change proportionally.
- 14.4 If the Parties cannot reach agreement on the consequences referred to in paragraphs 2 and 3 because they are unreasonable for EANV in relation to the nature and scope of the change, EANV shall be entitled to terminate the Agreement by providing at least three (3) months' written notice to the Supplier. Termination under this paragraph shall not entitle either Party to compensation for any damage.
- 14.5 The Supplier must inform EANV in good time about expected additional work. The Supplier may carry out and charge for additional work only with the prior written consent of EANV. Prior to the execution of additional work, the Supplier must specify in writing the nature of the additional work and its costs, failing which EANV will not be required to pay for the additional work.
- 14.6 Supplier may not make or implement any changes without EANV's prior written order or consent.

Article 15 Intellectual property

- 15.1 Intellectual property rights already owned by a Party prior to the Agreement shall remain with that Party even after Delivery. The Supplier may only use an intellectual property right of EANV if EANV has given its prior written consent. The Parties may not alter or remove any copyright notices.
- 15.2 The Supplier warrants that the Deliveries, including resale and the granting of (sub)licences by EANV, do not infringe any intellectual property rights of third parties. EANV may (sub)license the Deliveries to its Affiliates.
- 15.3 The Supplier shall indemnify EANV against third-party claims as referred to in paragraph 2 and compensate EANV for all damage and costs resulting from such claims. The obligation to indemnify does not apply if the alleged infringement is the result of (i) materials made available to the Supplier by EANV; (ii) changes made by EANV without the Supplier's knowledge; or (iii) use in a manner other than that for which the material was developed or intended.
- 15.4 If EANV is unable to use the Deliveries due to an infringement of an intellectual property right, the Supplier shall, at its own expense, without prejudice to EANV's other remedies:
- a) modify or replace the Deliveries with Deliveries with the same uses and functionalities, which do not infringe third-party rights; or
 - b) take measures leading to the elimination of the breach.
- 15.5 If intellectual property rights arise as a result of the performance of the Agreement, EANV shall be the owner of such intellectual property rights from the time they arise. To the extent necessary, the Supplier hereby transfers, assigns and delivers these rights to EANV in advance, which transfer, assignment and delivery EANV hereby accepts in advance. To the extent possible, the Supplier waives its moral rights as referred to in Section 25 of the Dutch Copyright Act.
- 15.6 The Supplier is obliged to provide EANV with all such information and render such assistance as is necessary for the transfer and/or establishment of the rights referred to in the preceding paragraph, without being able to impose conditions in doing so. To the extent that a further deed is required for the transfer and/or establishment, the Supplier shall sign such deed at EANV's first request.
- 15.7 The Supplier may not use the name of EANV, the trademark Eindhoven Airport and/or any other intellectual property right belonging to or in use by EANV unless EANV has given its prior written consent thereto.
- 15.8 Supplier may not take or otherwise create or share any photographs, recordings or other media and visual material with third parties showing Eindhoven Airport or parts thereof.

Article 16 Suspension and termination

- 16.1 EANV shall at all times be entitled to terminate the Agreement for convenience by giving Supplier a three (3) months written notice.
- 16.2 EANV is entitled, at its discretion, to immediately suspend the performance of the Agreement in whole or in part or to terminate the Agreement in whole or in part by written notice with immediate effect, without EANV being liable to pay any compensation, in the event of:
- a) suspension of payments or bankruptcy of the Supplier or an application to that effect;

- b) sale or termination of the Supplier's business;
 - c) a change that occurs in the control of, or decisive vote in, the Supplier's business as a result of which the Supplier cannot reasonably require EANV to continue the Agreement;
 - d) withdrawal of the Supplier's licences necessary for the performance of the Agreement;
 - e) seizure of a significant part of the Supplier's operating assets or items intended for the performance of the Agreement.
- 16.3 A Party may terminate the Agreement for breach (*ontbinden*) in whole or in part by written notice with immediate effect, without that Party being obliged to pay any compensation, if the other Party has failed to comply with the Agreement whereby, insofar as compliance is not permanently or temporarily impossible, the other Party still fails to comply with the obligation within the reasonable period included in a notice of default. This authority does not apply to a failure to perform Article 5.3.
- 16.4 All claims EANV may have or acquire against the Supplier in the event of termination in accordance with this article shall be immediately due and payable in full.
- 16.5 If the Agreement is terminated for any reason whatsoever, the Supplier must provide EANV at EANV's first request with: (i) the (source code(s) of) Custom Software and New Versions thereof; and (ii) all other data necessary for the use, further development and maintenance (by third parties) of the Custom Software. EANV may use the source code at its discretion for its further use, development and maintenance of the Custom Software.
- 16.6 If the Agreement is terminated for any reason whatsoever, the Supplier shall, at EANV's first request, do what is reasonably necessary to ensure that a successor contractor or EANV itself can take over the performance of the Agreement without hindrance and/or perform a similar service for the benefit of EANV, as further stipulated in the Agreement. The Supplier shall also immediately return to EANV all documents, books, records and other Eindhoven Airport Data made available to it by EANV. After adequate transfer, the Supplier shall ensure that the Supplier immediately destroys any back-up/copies.
- 16.7 The Supplier shall continue to perform its obligations in accordance with the Agreement until the termination assistance of the previous paragraph is completed.
- 16.8 In the event of termination of the Agreement, the Supplier shall perform the services referred to in paragraphs 5 and 6 of this article at the rates and conditions stipulated in the Agreement. The Supplier shall perform the services free of charge if there is a default by the Supplier as referred to in paragraph 3 of this article.
- 16.9 Termination of the Agreement does not relieve the Parties from fulfilling obligations which by their nature continue. These obligations include in any case: indemnification for infringement of intellectual property rights, liability, confidentiality, disputes and applicable law.
- 16.10 In the event of termination of the Agreement pursuant to paragraph 1 or 2 of this article or Article 17 paragraph 1, EANV shall pay the fees (pro rata) to the Supplier up to the moment of termination. In the event of termination of the Agreement pursuant to paragraph 3, EANV shall only pay the fees in accordance with the value of the Deliveries received by EANV.

Article 17 **Force majeure**

- 17.1 An invocation of force majeure by a Party shall lead to a full or partial suspension of the performance of the Agreement for the duration of the force majeure period for that Party, without the

Parties being mutually liable to pay any compensation. If the force majeure situation lasts longer than thirty calendar days, the other Party has the right to terminate the Agreement with immediate effect by means of a written notification without being liable to pay any compensation.

- 17.2 Force majeure on the part of the Supplier shall, in addition to the law, in any case not mean: lack or illness of Personnel, strikes, non-performance of third parties engaged by the Supplier, failure and/or unsuitability of auxiliary materials and/or liquidity or solvency problems at the Supplier.
- 17.3 EANV shall also be entitled to suspend the Agreement in the event of a crisis situation with significant impact on EANV as a result of which Supplier's performance is temporarily not required. If such a situation arises and EANV has suspended the Agreement for a period of at least thirty (30) calendar days pursuant to this article, after the expiry of these thirty (30) calendar days the Supplier shall be entitled to require EANV, by written notice, to terminate the suspension within thirty (30) calendar days. If EANV does not do so, the Supplier shall be entitled to terminate the Agreement by registered letter with immediate effect, without being liable to pay any damages.

Article 18 **Liability and insurance**

- 18.1 If the Supplier fails to fulfil an obligation towards EANV, the Supplier shall be liable for EANV's direct damages.
- 18.2 The parties may make further arrangements regarding the Supplier's liability in the Agreement.
- 18.3 Direct damages shall include at least, but not exclusively:
- a) damage to software, hardware and Eindhoven Airport Data, which in any case includes: defective or non-functioning, reduced reliability and increased susceptibility to failure of software and/or hardware, and damage to hardware;
 - b) damage to other property of EANV and/or third parties;
 - c) costs of necessary modifications and/or changes in hardware, software, specifications, materials or documentation, made to limit or repair damage;
 - d) the cost of contingencies, such as moving to other computer systems, or hiring third parties;
 - e) costs, including staff costs, of necessarily keeping old systems and related facilities operational longer;
 - f) fees and penalties demonstrably payable to third parties as well as the value of the loss of warranties provided by third parties;
 - g) reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based;
 - h) reasonable costs incurred to establish the cause of damage, the liability, the extent of the damage and the method of repair.
- 18.4 Liability for consequential damages is excluded. Consequential damages means:
- a) loss of profits;
 - b) unrealised sales or expected savings or reputational damage; and
 - c) costs incurred to prevent, limit or ascertain consequential damage.
- 18.5 The restrictions contained in paragraphs 1 and 4 of this article do not apply:
- a) in the event of third-party claims for damages resulting from death or injury; or
 - b) if there is wilful intent or gross negligence on the part of the Supplier or its management;
 - c) If there is a breach of Article 21 (Confidentiality); or
 - d) in case of infringement of an intellectual property right.

- 18.6 The Supplier indemnifies EANV against all third-party claims in connection with the performance of the Agreement. The indemnification shall include all damage and costs suffered or incurred by EANV as a result of such claim, including but not limited to any fines imposed.
- 18.7 The Supplier shall adequately insure and keep insured against the liability referred to in the Agreement, and shall allow EANV inspection of the policy and proof of payment of the premiums if requested. The insurance premiums payable by the Supplier shall be included in the agreed prices and rates.
- 18.8 EANV is not liable for any damage suffered by Supplier or its Personnel, unless the damage is the result of wilful intent or gross negligence on the part of EANV or its management.
- 18.9 No limitations of liability apply with regard to indemnification obligations.

Article 19 Processing personal data

- 19.1 Insofar as the Supplier processes personal data for EANV in the context of the performance of the Agreement in the role of processor within the meaning of the GDPR, the Parties must, in addition to the Agreement, conclude a Data Processor Agreement within the meaning of Article 28(3) GDPR in the form of EANV's standard template Data Processor Agreement. The Supplier is not entitled to use the personal data it receives in any way wholly or partially other than for the performance of the Agreement, or to have it used, unless the law obliges the Supplier to do so.
- 19.2 In the case referred to in this article, the Supplier shall implement appropriate technical and organisational security measures to secure the personal data against loss or against any form of unlawful processing. These measures, taking into account the state of the art and the costs of their implementation, guarantee an appropriate level of security given the risks involved in the processing and the nature of the data to be protected. The measures are also aimed at preventing unauthorised or unlawful processing and accidental loss, destruction or damage of personal data. The Supplier shall record the measures in writing. If desired, EANV may request inspection of the measures taken by Supplier.
- 19.3 Supplier shall process personal data in a lawful, proper and transparent manner and in accordance with the applicable laws and regulations as well as the agreed Data Processor Agreement. The foregoing also applies in full to cross-border transmission and/or distribution and/or provision of personal data to non-EU countries.

Article 20 (Digital) Security

- 20.1 Supplier shall take appropriate technical and organisational measures in line with the market standard applicable at the time to secure EANV Data it processes. Supplier must periodically monitor the effectiveness of these measures during the term of the Agreement and adjust where necessary. If Supplier processes EANV Data, Parties will add a Security Annex with security requirements to the Agreement.
- 20.2 Supplier shall immediately report (suspected) security incidents relating to EANV Data, assets, systems or services to EANV.
- 20.3 Supplier will process the EANV Data only within the European Economic Area, unless EANV has given prior written consent to transfer the EANV Data outside the European Economic Area.
- 20.4 EANV shall grant consent as referred to in the previous paragraph only after having ensured that these countries have been designated by the European Commission as ensuring an adequate level

of protection under Article 45 GDPR.

- 20.5 Supplier may not use the EANV Data for purposes other than for the performance of the Agreement.

Article 21 Confidentiality

- 21.1 The Parties shall keep confidential and shall not share with third parties all business information including in any case but not limited to business assets, business operations, software and other data originating from the other Party that they obtain in connection with the Agreement and its performance that is designated as confidential or is confidential by its nature.
- 21.2 The Parties are not allowed to reproduce confidential business information or make it available to third parties for inspection other than necessary within the framework of the execution of the Agreement and after written approval from the other Party.
- 21.3 The Supplier shall not provide information to third parties about EANV and all its activities and the content of the Agreement. This prohibition applies in particular and especially towards the (social) media.
- 21.4 Only press spokespersons of EANV will speak to the press. If the press approaches Supplier about EANV, Affiliated Companies and/or the services, Supplier will not make any announcements to the press but will contact EANV. In addition, the Supplier must submit all its statements such as press releases, publications, websites, etc. in which the Supplier mentions EANV or Affiliated Companies to EANV for approval. Actual publication may only take place with the written approval of EANV.
- 21.5 The confidentiality obligation does not apply to the extent that:
- a) A Party is obliged to disclose under the law, any regulation of a body to the supervision of which that Party is subject or a binding decision of a court or governmental body;
 - b) A Party can demonstrate that the information is already publicly available, other than as a result of a breach of a confidentiality provision;
 - c) A Party can demonstrate that the information was lawfully obtained from a third party, other than as a result of a breach of a confidentiality provision;
 - d) A Party can demonstrate that the information was developed independently by that Party without using any confidential information.
- 21.6 The parties shall also impose the obligations set out in this article on their Personnel and third parties involved in the performance of the Agreement.

Article 22 Legal obligations towards Personnel

- 22.1 If and insofar as the Supplier makes use of Personnel in the performance of the Agreement, it shall be obliged to comply with the duty of care in respect of such Personnel within the meaning of the Dutch Working Conditions Act and the statutory provisions of the Dutch Working Conditions Act, the Dutch Working Conditions Decree and the statutory regulations applicable in that context. The Supplier shall fully indemnify and hold EANV harmless in respect of any costs, damage or liability to third parties, including the government, in the event of acting in breach of the relevant statutory work safety regulations.
- 22.2 Supplier undertakes to comply with its statutory obligations to pay employee insurance contributions, national insurance contributions, payroll tax and turnover tax related to the Agreement and, where applicable, to comply with the applicable collective labour agreement.

- 22.3 The Supplier indemnifies EANV against all claims (including interest, penalties and costs) of the tax authorities, an implementing body and/or a third party for (timely) payment of employee insurance contributions, national insurance contributions, wage tax and/or turnover tax owed by the Supplier or a third party.

Article 23 Integrity & Corporate Responsibility

- 23.1 Supplier shall take sustainability into account as much as possible in the performance of the Agreement, for example by using environmentally friendly packaging. Supplier shall comply with OECD guidelines (www.oesorichtlijnen.nl/oeso-richtlijnen).
- 23.2 Before the Supplier enters into the Agreement, the Supplier and its Personnel must familiarise themselves with and comply with the content of the most recent Supplier Code. A copy of the applicable Supplier Code shall be made available immediately and free of charge to EANV at the Supplier's request.
- 23.3 Parties shall not engage in corruption and fraud. Corruption means offering and promising undue or undue financial or other benefits to employees of (potential) business relations, government officials, candidates for public office and political organisations as well as accepting and demanding undue or undue financial or other benefits. It does not matter whether an employee does this himself or works with an intermediary. Corruption also means all forms of extortion, embezzlement and facilitation payments. Fraud means all unauthorised, intentionally caused irregularities, by which the fraudster (or acquaintances of the fraudster) seeks to achieve material or immaterial gain, and which (may) result in damage to EANV and/or to employees involved. EANV may dissolve all or part of the Agreement upon the discovery of corruption or fraud in accordance with Article 16 paragraph 3.
- 23.4 Supplier must familiarise itself and comply with the applicable Rules of Conduct. The Supplier shall exercise great restraint in offering business gifts, company visits and events to EANV employees. Supplier shall endeavour to share the principles from the Rules of Conduct also with any subcontractors.
- 23.5 If it transpires that personnel of EANV holds or held an ancillary position, paid or unpaid, with the Supplier at the time of negotiations on the formation of the Agreement, without EANV having been informed of this by the Supplier prior to the conclusion of the Agreement, EANV may immediately dissolve the Agreement without being liable to pay any compensation and without prejudice to any right of EANV to damages.

Article 24 Assignment

- 24.1 Parties shall not be entitled to assign the rights and obligations under the Agreement to a third party without the written consent of the other Party. Parties shall not refuse consent on unreasonable grounds, but the consenting Party shall be entitled to pose conditions to consent.
- 24.2 Any consent given by EANV shall not affect the Supplier's responsibility and liability for the fulfilment of its obligations under the Agreement.

Article 25 General provisions

- 25.1 Any failure by EANV to demand strict performance of the Supplier's obligations, or to invoke the provisions of the Agreement, shall in no way constitute a waiver of any right, either in respect of

the provisions of the Agreement, or in respect of the right to compensation in connection with any failure on the part of the Supplier.

Article 26 **Applicable law and disputes**

- 26.1 These Conditions, the Agreement and all obligations related to it shall be governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply.
- 26.2 All disputes arising between the Parties in connection with this Agreement or any obligations resulting from it must be brought before the competent district court Oost-Brabant.
- 26.3 A Party may not bring a dispute until that Party has notified the other Party in writing that there is a dispute as well as its content. After such written notification, that Party shall be entitled to submit the dispute in accordance with the provisions of paragraph 2 of this article.