

# GENERAL TERMS AND CONDITIONS OF PURCHASE OF EINDHOVEN AIRPORT N.V.

## Article 1. Definitions

The following terms have the stated meaning in these General Terms and Conditions of Purchase:

Agreement:	Any agreement with regard to the purchase of goods and/or works by or on behalf of EANV and/or the performance of services, however named, for EANV to which these General Terms and Conditions of Purchase apply under Article 2.1.
Offer:	A document containing a specified proposal for an intended Agreement that is drawn up at EANV's request.
Personnel:	The employees of the Other Party, including any third parties who are involved in the performance of the Agreement by the Other Party.
Performance:	The result to be achieved by the Other Party on the basis of an Agreement with EANV.
Parties:	EANV and the Other Party jointly.
EANV:	The public limited company Eindhoven Airport N.V.
Other Party:	The natural person or legal entity that is the other party of EANV with regard to an Offer or Agreement

## Article 2. Applicability

- 2.1 These General Terms and Conditions of Purchase apply to all requests, Offers, proposals, orders and Agreements in which EANV acts as the purchaser of goods and/or services and/or works.
- 2.2 Deviations from these General Terms and Conditions of Purchase apply only insofar as these have been agreed expressly and in writing, and apply only to the Agreement to which they relate.
- 2.3 The Other Party's general terms and conditions, however named, are not applicable.
- 2.4 If any provision of these General Terms and Conditions of Purchase is completely or partially contrary to any provision of mandatory law, these General Terms and Conditions of Purchase will continue to apply in full and EANV will consult with the Other Party to determine new and enforceable alternative provisions to replace the provisions that are void, declared void or annulled, taking the aim and purpose of the provisions that are void, declared void or annulled into account.
- 2.6 The failure by one of the Parties to require performance of any provision within a period specified in the Agreement does not affect the right to still claim specific performance, unless the party concerned has expressly agreed in writing to the non-performance.
- 2.7 Obligations under these General Terms and Conditions of Purchase and/or an Agreement that are intended by their nature to also continue after the termination of the Agreement will continue to exist after the termination of the Agreement. These obligations include provisions on warranties, liability, intellectual property rights, confidentiality, dispute resolution and applicable law.
- 2.8 If there is any inconsistency between a provision of an Agreement and a provision of these General Terms and Conditions of Purchase, the provision of the Agreement will prevail.

## Article 3. Conclusion of an agreement

- 3.1 An Offer made at EANV's request is binding and irrevocable.
- 3.2 Unless otherwise agreed in writing, EANV does not owe any costs to the Other Party in connection with proposals and Offers that it has requested.
- 3.3 If EANV places a written order in response to an Offer of the Other Party, the Agreement is formed when EANV sends the order.
- 3.4 If EANV places a written order without any prior proposal from the Other Party, the Agreement is formed if:
  - a. EANV receives and accepts a signed copy of the instruction/order from the Other Party within 14 days of the date of the order; or
  - b. the agreed Performance is rendered in accordance with the order within the agreed period.
- 3.5 If an Agreement is entered into orally, the performance of the Agreement by the Parties will be suspended until EANV sends the written confirmation of the order.
- 3.6 For the purpose of this article, 'written' or 'in writing' means a message sent by the duly authorised representative of the relevant party by letter, fax or email.

## Article 4. Prices

- 4.1 The agreed prices are fixed, expressed in euros and include all taxes and levies (for example, import and export duties) as well as all charges, exclusive of (Dutch) VAT. Prices are also based on the 'delivered duty paid' delivery condition (DDP Incoterms, 2010 edition, issued by the International Chamber of Commerce in Paris).
- 4.2 An increase in prices and indexation is permitted only if this possibility has been expressly included in the Agreement. If the possibility of price changes and indexation has been agreed, this may not be invoked for orders and instructions that EANV has already placed or given. Any price change and/or indexation provided for in the Agreement must always be expressly agreed in writing.

## Article 5. EANV's grounds and buildings

- 5.1 Before commencing with the performance of the agreement, the Other Party must familiarise itself with the conditions in the airport area and in the buildings of EANV where the agreed Performance must be rendered and that could affect the performance of the Agreement. Costs of delays in the performance of the Agreement that are caused by such circumstances are at the Other Party's risk and expense.
- 5.2 Before commencing with the performance of the Agreement, the Other Party and its Personnel must familiarise themselves with the content of the statutory and other regulations that apply in the airport area and in the buildings of EANV (which regulations form an integral part of the Agreement), including the Eindhoven Airport house rules, the Airport Regulations of Eindhoven Airport and the conditions of the Eindhoven Airport pass, and act accordingly. EANV will immediately provide a copy of the applicable rules and regulations, free of charge, at the Other Party's request.
- 5.3 The Other Party must ensure that its Personnel are issued with the necessary authorisations to access the airport area and buildings of EANV, in accordance with the applicable regulations.

5.4 The Other Party must ensure that its presence and that of its Personnel in the airport area and buildings of EANV does not affect the undisturbed progress of the activities of EANV and third parties.

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 6. Delivery

- 6.1 Unless otherwise agreed in writing, goods are delivered D.D.P. Eindhoven Airport at the agreed place of delivery, promptly at the agreed time or within the agreed period. The 'DDP Incoterms', 2010 edition, as issued by the International Chamber of Commerce in Paris apply to the interpretation of delivery conditions.
- 6.2 The (delivery) dates referred to in the order, the Offer or the Agreement shall be regarded as deadlines. The Other Party shall be in default by the mere lapse of such deadlines.
- 6.3 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.
- 6.4 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 EANV accordingly in writing, without delay. Without prejudice to EANV'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 EANV's satisfaction. In such an event EANV 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.
- 6.5 If EANV requests the Other Party to postpone delivery, the Other Party shall store, secure and insure the relevant goods, properly packaged and recognisably addressed to EANV.
- 6.6 The agreed performance shall be regarded as delivered or completed only after the Other Party, either in writing or orally, has informed EANV of the completion of the performance, and persons designated by EANV have approved the performance and communicated their approval in writing to the Other Party.
- 6.7 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 EANV's special requirements and, in the absence thereof, general requirements of professional conduct and expertise.
- 6.8 EANV, or any third party engaged by EANV, shall be authorised to inspect the ID of the Personnel engaged by the Other Party for the execution of the Agreement. If, in EANV's judgment, such Personnel is insufficiently qualified, EANV 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 7 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 EANV 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

## Article 8. Ownership

- 8.1 Goods delivery risks shall be transferred to EANV 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 EANV not later than the moment of delivery, without prejudice to EANV'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 EANV 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 EANV property, and indemnify EANV against any loss, damage or third party rights.

## Article 9. Aids and documents

- 9.1 Any materials, drawing, 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 EANV or purchased or created by the Other Party in connection with the delivery to EANV shall remain the property of EANV, or, respectively, become the property of EANV, at the moment of delivery.
- 9.2 The Other Party shall mark the aids and documents referred to in the previous paragraph as recognisable EANV 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 EANV, 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

The approval or permission granted by EANV 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. Changes and additional work

- 11.1 EANV is entitled to require a change in the extent and/or properties of the agreed Performance. EANV is also entitled to make, or have a third party make, adjustments to the resources documentation, as referred to in Article 9.
- 11.2 If the Other Party is of the opinion that this has consequences for the agreed fixed price and/or delivery period(s), it must, before implementing the change, give EANV written notice of this as soon as possible, although no later than 8 (eight) days after the notice of the required change. If EANV is of the opinion that these consequences for the price and/or delivery period are unreasonable in relation to the nature and extent of the change, EANV will be entitled to terminate the Agreement with immediate effect by means of written notice to the Other Party. Notice of termination on the basis of this paragraph does not entitle the Parties to compensation for any damage or loss.
- 11.3 If the Performance that the Other Party must render on the basis of the Agreement is demonstrably complicated or expanded because of additional requirements or altered insights of EANV, or because of amendments to statutory rules, this amounts to additional work. Additional work does not include essential work that the Other Party could and ought to have foreseen when entering into the Agreement.

Additional work exists only if the performance of services, deliveries or works was not foreseen in the Agreement and their performance cannot be attributed to EANV.

- 11.4 The Other Party must inform EANV in due time of any anticipated additional work. The Other Party may perform and charge for additional work only after written consent has been obtained from EANV. The Other Party must specify the costs in writing prior to the performance of the additional work. If these costs are not specified, EANV is not obliged to pay for the additional work.
- 11.5 The Other Party may not make or perform any changes without a prior written order or consent from EANV.

## Article 12. Payment, invoice, claims

- 12.1 Unless expressly agreed otherwise, payment will be made 30 (thirty) days after EANV has received the invoice and approved the delivery.
- 12.2 The Other Party is obliged to specify the purchase order number and order position number on the invoice and accompanying documentation.
- 12.3 EANV is entitled to require the Other Party to provide an unconditional and irrevocable bank guarantee at its own expense, issued by a banking institution that is acceptable to EANV, as security for the performance of the Other Party's obligations.
- 12.4 If the Other Party fails to comply or does not fully comply with any obligation under these General Terms and Conditions of Purchase, EANV will be entitled to suspend payment to the Other Party under this Agreement or other agreements with the Other Party.
- 12.5 Payment by EANV does not constitute a waiver of its rights in any way. EANV is at all times entitled to apply set off to claims that the Other Party has against it with claims that it has against the Other Party for whatever reason.
- 12.6 Any claim of the Other Party against EANV must be instituted within one year of the inception of this claim.

## Article 13. Testing

- 13.1 At any time requested, the Other Party shall grant EANV 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 EANV 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 EANV 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, EANV 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, unless EANV prefers to dissolve the Agreement by virtue of the provisions of Article 22.2. 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 operations 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 fulfillment of its obligations arising from this article, EANV 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 EANV.

## 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 EANV'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 EANV, 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 EANV.
- 15.3 All aids and documents made available by EANV 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 EANV, and be returned at EANV'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 EANV 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 EANV, plus an additional sum of € 500 for each subsequent day that the breach continues, and without prejudice to EANV's right to take other measures against the Other Party.

## Article 16. Protection of interests plan

- 16.1 In order to prevent confidential, tender-sensitive and other sensitive information that is provided to the Other Party during the performance of the Agreement from leading to a conflict of interests, an unauthorised technological advantage or an unlawful competitive advantage for the Other Party, the Other Party undertakes – insofar as relevant for the purpose of the Agreement – to adopt the measures referred to in paragraph 2 when entering into the Agreement.
- 16.2 The Other Party will enter into a separate non-disclosure agreement with EANV (known as a 'Protection of Interests Plan'), in which it is agreed, *inter alia*, that Personnel of the Other Party who are involved in the performance of the Agreement may not in any way assist the Other Party in drawing up any bid for a European or other tender. It must at least be agreed with every employee of the Other Party that:
- (i) due to the nature of the performed work, he/she (the Other Party's employee) will come into contact with confidential and other information in connection with a possible EU or other tender process. He/she will not make this information together with any content of the work that he/she performs accessible to third parties, including but not limited to others working at the group/undertaking of the Other Party or third parties, even if his/her employment at the Other Party ends.
  - (ii) he/she declares that he/she will not use the work performed for EANV under the Agreement in any way to influence any contract being awarded in favour of the Other Party (or another group or undertaking) and that he/she realises that any contravention of this provision will lead to the exclusion of the undertaking/group of the Other Party or other adverse consequences for the undertaking/group of the Other Party and could even result in the failure of the EU or other tender.
  - (iii) he/she will immediately report any contravention of the measures adopted and/or to be adopted under this article and the Protection of Interests Plan, or any interference with the operation of the Protection of Interests Plan, to his/her direct manager, director and EANV.
  - (iv) he/she will also comply with the above obligations if his/her employment with the Other Party ends.

## Article 17. Intellectual property

- 17.1 The Other Party warrants that rendering the agreed Performance and its use by or on behalf of EANV will not constitute an infringement of any third-party patent rights, trademark rights, design rights, copyrights or other intellectual property rights. The Other Party indemnifies EANV against third-party claims in this regard and will reimburse EANV for all damage, loss and costs arising from such claims.
- 17.2 If intellectual creations arising from the performance of the Agreement are subject to intellectual property rights or if such a right can be established on these creations, the Other Party will transfer these rights and entitlements to EANV on their inception and EANV states that it will accept such a transfer in that case. Insofar as possible, the Other Party waives its personality rights under Article 25 of the Copyright Act.

- 17.3 The Other Party is obliged to provide all information and assistance to EANV that is required for the transfer and/or establishment of the rights referred to in paragraph 2, without being able to set any of its own conditions in this regard. Insofar as a further deed is required for the transfer and/or establishment, the Other Party will sign such a deed immediately on request of EANV.
- 17.4 The Other Party undertakes to refrain from the use – in any form of publication or otherwise – of the name of EANV, the word trademark Eindhoven Airport NV and/or any other intellectual property right of or used by EANV, unless it has EANV's prior written consent for this purpose. The Other Party must refrain from taking photographs, making recordings or other media, and using visual material in which all or parts of Eindhoven Airport are visible.

## Article 18. Transfer

- 18.1 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.
- 18.2 The Other Party shall not, either partly or wholly, subcontract the execution of its obligations arising from the Agreement to one of more third parties, without prior permission in writing from EANV.
- 18.3 Any permission granted by EANV shall be without prejudice to the Other Party's responsibility and liability to fulfill its obligations in accordance with the Agreement, these General Terms and Conditions of Purchase and tax and social legislation.

## Article 19. Environmentally hazardous substances and waste products

- 19.1 The Other Party must confirm in writing before the Agreement is concluded whether the goods offered and to be delivered contain any environmentally hazardous substances that can be released during normal use and/or during breakdowns, repairs, maintenance or disasters, or the removal, storage, dumping, relocation, disposal or destruction at the end of the lifespan of these goods. If this is the case, the Other Party must provide clear instructions at the time of delivery with preventive measures on how to avoid such a release. The Other Party must moreover specify the measures that need to be adopted in order to protect EANV, its employees and third parties in the event of any release of these substances.
- 19.2 The Other Party must satisfy itself that all measures have been taken to avoid soil contamination during or for the performance of the Agreement. If and insofar as any soil contamination (of any nature or extent) occurs during or in connection with the performance of the Agreement, the Other Party is obliged to report this immediately to the contact person under the Agreement. The Other Party is obliged to always follow any instructions given by EANV. The Other Party must also arrange for a soil survey company, accredited under the Soil Quality Decree [*Besluit bodemkwaliteit*], to investigate and report on the nature and extent of the soil contamination, within a period to be specified by or on behalf of EANV, and to immediately send EANV a copy of that report. The Other Party is further obliged to comply with all rules under the Soil Protection Act [*Wet bodembescherming*], including but not limited to the ensuing duty of care with regard to the soil, the obligation to adopt measures and the obligation to investigate.
- 19.3 If the Other party performs, or arranges for a third party to perform, activities during or for the performance of the Agreement in which waste products (including but not limited to building materials) are used or released, the Other Party is obliged, under its own management and at its own risk and expense, to apply, store, transport or dispose of these waste products. The Other Party must at all times manage waste products in accordance with the applicable statutory rules.

19.4 The Other Party must fully indemnify and hold EANV harmless against any costs, damage/loss or liability towards third parties, including the authorities, if action has been taken contrary to the relevant environment rules.

## Article 20. Payment of taxes and contributions

- 20.1 The Other Party undertakes to comply punctually with its statutory obligations to pay employee benefit contributions, national insurance contributions, payroll tax and turnover tax relating to the Agreement and, insofar as applicable, the applicable collective labour agreement. If and insofar as EANV has reason to assume that the Other Party is not, or is not fully, complying with the obligations referred to in the previous sentence, EANV is not obliged to pay any amount to the Other Party.
- 20.2 The Other Party indemnifies EANV against all claims (including interest, penalties and costs) instituted by the tax authorities, an administration agency or a third party for payment of turnover tax, payroll tax, national insurance contributions and/or employee insurance contributions that are due by the Other Party or a third party.
- 20.3 The Other Party must submit a positive 'payment history report' from the tax authorities and/or the administration agency, which may not be older than three months, to EANV immediately on request. As long as the Other Party has not provided such a report, EANV is not obliged to pay any amount that it owes to the Other Party.
- 20.4 Notwithstanding the above, the Other Party must keep such records that the actual labour costs for the agreed Performance can be determined. EANV is entitled to examine these records at any time.
- 20.5 If vicarious tax liability and related legislation applies, EANV is entitled to transfer the payroll tax and contribution portion of each invoice directly into a G account or to pay these amounts directly to the collector of taxes or an administration agency.
- 20.6 If the Other Party makes use of the services of third-party employees (solely with the consent of EANV in accordance with Article 18), it must provide EANV with the citizen service number, a copy of the passport and – if applicable – a copy of the work/residence permit of the relevant employees. If the Other Party hires any third party with the consent of EANV, it must include the provisions of Article 20 in an agreement with this third party (where necessary, as a third-party clause, within the meaning of Article 253, Book 6 of the Dutch Civil Code, in favour of EANV) and oblige the third party to include these provisions in agreements that it enters into. The Other Party must prove to EANV that it has complied with its obligations under this article by submitting the relevant agreement(s) to EANV immediately on request.

## Article 21. Withholding taxes

- 21.1 The Other Party is jointly and severally liable for the withholding taxes (income tax and national insurance contributions deducted at source) that are owed by its subcontractors.
- 21.2 The Other Party indemnifies EANV against all and any claims instituted by the tax authorities or the industrial insurance board under the Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act [*Wet Ketenaansprakelijkheid*] (Act of 4 June 1981, Bulletin of Acts and Decrees 370), as well as against any claims for recovery under that Act by subcontractors that will be entrusted with all or part of the work. The Other Party must include the above provision in any of its own subcontracting agreements and oblige the subcontractor to include this provision in any subcontracting agreements that it enters into.
- 21.3 The Other Party must state in its invoice that the turnover tax is reverse-charged, unless the competent tax authority for the Other Party has confirmed in writing that the reverse-charge mechanism for turnover tax does not apply to the work. The Other Party must include the above provision in any of its own subcontracting

agreements and oblige the subcontractor to include this provision in any subcontracting agreements that it enters into.

- 21.4 If required, the Other Party must submit the most recent payment history reports on the payment of payroll tax and social security contributions, as issued by the competent tax authority and industrial insurance board, to EANV at the end of each calendar quarter. The Other Party must include the above provision in any of its own subcontracting agreements and oblige the subcontractor to include this provision in any subcontracting agreements that it enters into.
- 21.5 The Other Party may make use of subcontractors for the performance of the Agreement only if it has obtained written approval for this purpose from EANV. All subcontractors hired for the performance of the Agreement must have opened a blocked account as referred to in the G Accounts Decree [*G-rekeningenbesluit*] 1991. The Other Party must include the above provision in any of its own subcontracting agreements and oblige the subcontractor to include this provision in any subcontracting agreements that it enters into.
- 21.6 The Other Party must provide the details as referred to in Article 3(2) of the G Accounts Decree as soon as possible after signing the Agreement, and subsequently the information referred to in Article 4 of that Decree and the information referred to in Article 3(c) of the Subcontracting (Accounting Requirements) Decree [*Besluit Administratievoorschriften bij onderaanneming*] (Decree of 26 May 1982, Government Gazette 109). The Other Party must expressly state the labour-cost component of the invoiced amount on each invoice, yet to be determined at no less than 15% of the invoice. The Other Party must also clearly specify the relevant G account on each invoice.

## Article 22. Force majeure

In the event of force majeure, fulfillment 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 23. Liability

- 23.1 The Other Party is liable for all damage and loss – both direct and indirect – that EANV and/or third parties suffer because of a defect in the goods and/or services it supplies, and which arises from acts or omissions of the Other Party or its Personnel.
- 23.2 The Other Party indemnifies EANV against all third-party claims in relation to the performance of the Agreement. This indemnity also relates to all damage, loss and costs, including but not limited to any fines or penalties (such as under the Foreign Nationals (Employment) Act [*Wet Arbeid Vreemdelingen*]) that EANV suffers or incurs in connection with such a claim. The Other Party undertakes to comply with its statutory obligations under the Foreign Nationals (Employment) Act and indemnifies EANV against all third-party claims in that regard. This indemnity also relates to all damage, loss and costs that EANV suffers or incurs in relation to such a claim.
- 23.3 The Other Party must take out adequate insurance against the liability referred to in this article and allow EANV to inspect the policy on request.
- 23.4 EANV is not liable for damage or loss suffered by the Other Party or its Personnel unless the damage or loss arises from the gross negligence or intentional acts of EANV.

## Article 24. Termination of the Agreement

- 24.1 EANV 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. EANV and the Other Party shall hold consultations concerning the consequences of such termination.
- 24.2 EANV 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 EANV's part to pay compensation) in the following cases.
- suspension of payment or bankruptcy of the Other Party or a filling to that effect;
  - the sale or dissolution of the Other Party's company;
  - the withdrawal of the Other Party's licenses 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 fulfill its commitments after all within a period of fourteen (14) days after having been given written notice of default by EANV.
- 24.3 All claims which EANV 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 25. Integrity and Corporate Responsibility

- 25.1 Before commencing with the performance of the Agreement, the Other Party and its Personnel must familiarise themselves with the content of EANV's Supplier Code and act accordingly. EANV will immediately provide a copy of the applicable Supplier Code, free of charge, at the Other Party's request. The most recent version of the Supplier Code can be consulted at [www.eindhovenairport.nl](http://www.eindhovenairport.nl).
- 25.2 If and insofar as the Other Party makes use of Personnel for the performance of the Agreement, it is obliged to comply with the duty of care towards those Personnel within the meaning of the Working Conditions Act [*Arbeidsomstandighedenwet*], the statutory rules of the Working Conditions Act, the Working Conditions Decree and the statutory regulations that apply under that Decree. The Other Party must fully indemnify and hold EANV harmless against any costs, damage/loss or liability towards third parties, including the authorities, if action has been taken contrary to the relevant occupational safety rules.

## Article 26. Personal data processing and security

- 26.1 If the Other Party processes personal data as referred to in the General Data Protection Regulation (Regulation (EU) 2016/679) and related laws and regulations, and EANV qualifies as the data controller within the meaning of the General Data Protection Regulation, the Parties will enter into a data processing agreement in accordance with the model data processor's agreement drawn and used by EANV.
- 26.2 The Parties warrant that all statutory rules concerning the data to be processed, specifically including rules under or pursuant to the General Data Protection Regulation, are being and will be strictly observed.
- 26.3 In relation to all information that originates from EANV, the Other Party undertakes:
- to adopt, maintain and, if necessary, adapt appropriate technical and organisational measures to secure all information against accidental or unlawful damage or destruction, against

accidental or other loss, falsification, unauthorised distribution or access, its unauthorised amendment and/or examination or any other form of unlawful processing;

- not to use the information for any purpose other than the performance of the Agreement and to disclose this information to its management board and/or employees only insofar as this is strictly necessary in connection with their performance of the Agreement;
- not to keep the information in its possession longer than is reasonably necessary for the performance of the Agreement and to provide all information, including any copies made, within thirty (30) days of the termination of the Agreement to EANV, or to destroy such information with EANV's written consent;
- to arrange for the agreed obligations under the Agreement only to be performed by reliable persons;
- to cooperate in control exercised by or on behalf of EANV in respect of the Other Party's storage and use of all information originating from EANV.

## Article 27. Applicable law and disputes

- 27.1 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.
- 27.2 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 Oost-Brabant.

## Article 28. Translation

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.

AIV-EA, August 2018

## Supplier Code of Eindhoven Airport N.V.

Eindhoven Airport N.V. operates its business with due respect for people, the environment and its surroundings. We can do this only in close cooperation with our suppliers. Truly shaping and giving substance to Corporate Responsibility is possible only if all parties in the chain live up to their responsibilities. As the operator, Eindhoven Airport N.V. plays a leading role. It gives direction to the activities at Eindhoven Airport and indirectly controls the activities of third parties. Eindhoven Airport N.V. therefore asks its suppliers and other contractual partners to do the necessary to comply with and promote Eindhoven Airport N.V.'s standards of conduct. After all, integrity forms the basis of Corporate Responsibility.

This Supplier Code explains in further detail what Eindhoven Airport N.V. expects of its suppliers in the area of integrity and Corporate Responsibility.

### 1. Integrity

#### 1. Compliance with laws and regulations.

Eindhoven Airport N.V. expects its suppliers to operate in accordance with relevant laws and regulations and this Supplier Code of Eindhoven Airport N.V. The supplier must ensure that the third parties it hires also comply with these laws and regulations and this Supplier Code.

#### 2. Anti-corruption

The supplier may not become involved in corruption, exploitation or embezzlement in any form. The supplier must comply with anti-corruption laws and regulations – including but not limited to – the United States Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act.

#### 3. Contact with employees of Eindhoven Airport N.V.

Eindhoven Airport N.V. expects its suppliers to exercise great restraint in contact with employees of Eindhoven Airport N.V. that goes beyond the business relationship. This specifically includes the following behaviour:

- a. The supplier and employee of Eindhoven Airport N.V. must maintain a seemingly independent position in order to prevent mixing of business and private interests.
- b. It is not permitted for the supplier and employee of Eindhoven Airport N.V. to give private instructions to each other, carry out such private instructions or otherwise privately do business with each other.
- c. The supplier must exercise great restraint in offering business gifts, company visits and events to employees of Eindhoven Airport N.V. and proceed to do so only if a clear business relationship exists.

#### 4. Sponsoring

Eindhoven Airport N.V. applies a strict policy to sponsoring and donations. The supplier must exercise great restraint, on the one hand, in making unsolicited offers of sponsoring to Eindhoven Airport N.V. and, on the other hand, in accepting such offers and proceed to do so only if a clear business relationship exists. The supplier may not sponsor employees of Eindhoven Airport N.V. in their private capacities.

### 2. Corporate Responsibility

Corporate Responsibility is intertwined with all activities, projects and plans of Eindhoven Airport N.V. Eindhoven Airport N.V. has four Corporate Responsibility themes that it implements at a strategic level:

1. Climate-friendly airports. We are reducing CO2 emissions at our airport and generating sustainable energy.
2. Circular economy. We deal consciously with raw materials and commodities in order to create long-term value.
3. Environment and quality of life. We actively contribute to the region as an attractive residential and working area. We want to be an involved and reliable neighbour and, in dialogue with our stakeholders, we invest in innovative and sustainable initiatives that benefit the quality of life and development of the region.
4. Sustainable employment. We are developing the airport in a sound economic manner through good coordination between education and the job market and an adequate supply of motivated people from diverse backgrounds.

Corporate Responsibility is an important criterion in the procurement processes of Eindhoven Airport N.V.

We therefore expect our suppliers to operate with due respect for the interests of people, the environment and the surroundings and to make demonstrable efforts in creating social and environmental benefits. The frameworks and rules for purchasing activities are included in the procurement policy. Specific arrangements are included in the underlying contracts. It is crucial for partners in the chain to keep each other on their toes. Corporate Responsibility thrives during critical and constructive dialogue. Eindhoven Airport N.V. assumes an active role in this dialogue and is keen to take inspiration from the concrete plans, initiatives and innovations of its suppliers in the area of Corporate Responsibility.

### 3. Reporting and investigating malpractices

#### 1. Reporting procedure

Eindhoven Airport N.V. expects its suppliers to report any instances of careless, unethical or dishonest conduct, or any other actual or suspected malpractices, as referred to in the Supplier Code:

- via the contact person at Eindhoven Airport N.V., or
- via the Integrity Committee of Eindhoven Airport that deals with these reports carefully and confidentially (integriteit@eindhovenairport.nl).

#### 2. Investigations

Eindhoven Airport N.V. expects its suppliers to cooperate in investigations relating to reports of actual or suspected contraventions of this Supplier Code, as well as in periodic audits to check compliance with this Supplier Code. The supplier must provide Eindhoven Airport N.V., or other parties that are engaged for the purpose of the investigation, with all data and information that is reasonably needed for the investigation.