



General Purchase Conditions

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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 Companies	All companies affiliated to EANV as referred to in Section 2:24b of the Dutch Civil Code.
Agreement	Any agreement with regard to the purchase of Deliveries by or on behalf of EANV to which these General Purchase Conditions apply under Article 2.1.
Airport	The civil part of the military airport Eindhoven designated under the Aviation Act (Wet luchtvaart).
Conditions	These General Purchase Conditions.
Data	All data, information, instructions and any documentation, including all intellectual property rights thereon, which are the subject of the Agreement.
Data Processing Agreement	The agreement within the meaning of article 28 (3) GDPR.
Delivery	A whole or partial (i) supply of goods or Documentation and (ii) provision or performance of services 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.
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 laws thereof.
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.
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 .
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.
Airport Regulations	The rules that apply to everyone at the airport and all accompanying appendices and conditions to which the Airport Regulations refer. A current version of the Airport Regulations can be found at www.eindhovenairport.nl .

Security Annex	An annex to the Agreement containing all cybersecurity measures to be taken by the Supplier in the performance of the Agreement.
EANV	Eindhoven Airport N.V.
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 .

- 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 These Conditions apply to all Offers by and Agreements with Supplier where EANV acts as purchaser of Deliveries.
- 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 a 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 if an advanced electronic signature is used, it shall be deemed to be sufficiently reliable and shall be recognized as conclusive evidence by the Parties.
- 3.5 The latest version of the Airport Regulations shall apply to the Agreement. If EANV publishes a new version of the Airport Regulations, the new version will apply to the Agreement immediately.
- 3.6 The Parties named in the preamble to the Agreement shall conclude the Agreement. 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 relevant 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 a 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 (i) receiving a correctly prepared invoice and (ii) approving the Delivery as referred to in Article 11 **Acceptance**.
- 5.2 Supplier shall include the purchase order 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 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 Supplier and its Personnel shall acquaint themselves and comply with the contents of the (statutory) rules, conditions and regulations applicable on the airport site 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 terms and conditions and regulations refer. A copy of the applicable terms and conditions and regulations shall be made available to 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 in that capacity visits locations of EANV or Affiliated Companies 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 person concerned is returned to EANV.

Article 7 Delivery

- 7.1 Supplier shall perform Deliveries as stipulated in the Agreement.
- 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 obligations. Such notice shall not affect the arrangements made in the Agreement.
- 7.4 The Supplier shall at all times be responsible and take care of the Personnel it deploys in the performance 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 business days, which means calendar days, except weekends and generally recognized Dutch holidays, at office hours between 08:00 and 17:00 hours. 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 other obligations of Supplier 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 delay delivery, the Supplier must store, secure and insure the goods at EANV's expense, properly packaged and recognisably intended for EANV.

Article 8 General Environmental Conditions

- 8.1 The Supplier shall always comply with all applicable environmental laws and regulations and all environmental requirements and regulations set forth by EANV as included in EANV's General Environmental Conditions, a current version of which can be found at www.eindhovenairport.nl.
- 8.2 Before the conclusion of the Agreement, the Supplier must report in writing whether the goods offered and to be delivered contain environmentally hazardous substances that may be released during normal use and/or in the event of breakdowns, repairs, maintenance, calamities, removal, storage, dumping, relocation, disposal, or destruction of the relevant goods. If this is the case, the Supplier must attach to the delivery a clear instruction on the preventive measures to be taken by EANV to (i) prevent the release of environmentally hazardous substances and (ii) protect its employees and third parties from these substances in the event of a release of environmentally hazardous substances.
- 8.3 Supplier shall indemnify and hold EANV harmless from any costs, damages or liability to third parties, including the government, if Supplier violates this article, EANV's General Environmental Conditions and/or the relevant legal requirements.

Article 9 Safety

- 9.1 Supplier must, prior to the performance of the work on or for the benefit of the airport area, acquaint itself with the content of all (statutory) rules, conditions and regulations (which form an inseparable part of the Agreement) applicable to the airport area for safe use of the airport, including in any case the Airport Regulations, the Safety & Security Manual, the HSE Standard and EANV's house rules, and to behave accordingly.
- 9.2 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 10 Subcontracting

- 10.1 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.
- 10.2 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 23 [Legal obligations towards Personnel](#). 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 11 Acceptance

- 11.1 If EANV opens a packaging of the delivered goods or breaks a seal affixed to it, this does not qualify as Acceptance.
- 11.2 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.
- 11.3 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.

- 11.4 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 12 Property

- 12.1 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 11 **Acceptance** to reject the goods. In the event of rejection by EANV, the risk and ownership shall never be deemed to have passed to EANV.
- 12.2 Supplier warrants that goods are free of third party rights.
- 12.3 The supplier cannot make any retention of title (*eigendomsvoorbehoud*) on the goods delivered to EANV.
- 12.4 If EANV makes items, data and other documentation available to the Supplier, the ownership rights thereto shall remain vested in EANV. The Supplier must handle the items made available with due care and must indicate 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.
- 12.5 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.
- 12.6 If ownership is transferred to EANV prior to Delivery, the Supplier must mark the goods as EANV's recognisable property and indemnify and hold EANV harmless against loss, damage and exercise of rights by third parties.

Article 13 Warranty

- 13.1 The 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 was placed and the Agreement was concluded by EANV;
 - b) the items are new and of good quality and free from defects and third-party rights;
 - c) Supplier provides the services in a competent and uninterrupted manner ;
 - d) the Deliveries are accompanied by all information and instructions necessary for their proper and safe use; and
 - e) the Deliveries comply with all requirements arising from applicable regulations, including but not limited to safety, health and environmental regulations.
- 13.2 The warranty period for Deliveries is 24 months, unless expressly agreed otherwise in writing. The warranty period starts from the moment of Acceptance.
- 13.3 If EANV discovers defects in the delivered goods within the warranty period that are not the result of normal wear and tear or inexpert use, the Supplier shall as soon as possible replace or repair the defective goods at its own expense and risk. Defects also include material and/or manufacturing defects.
- 13.4 If EANV discovers defects in the services performed within the warranty period, the Supplier must

(still) perform the services correctly at its own expense and risk within the shortest possible time.

- 13.5 The warranty period referred to in paragraph 2 shall start again in respect of the repaired, replaced or (as yet) performed Deliveries after Acceptance thereof by EANV.

Article 14 Documentation

- 14.1 The Supplier shall make Documentation available to EANV within the agreed period.
- 14.2 EANV is entitled to copy the Documentation for its own use. EANV is authorised to make modifications (or have modifications made) to Documentation.
- 14.3 Documentation is in Dutch or English.
- 14.4 The Supplier shall use the Documentation only for the purpose of the agreed performance.
- 14.5 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 15 Changes in scope

- 15.1 EANV shall be 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 changes.
- 15.2 Before implementing the change, the Supplier shall map out the financial consequences, impact on delivery time and other consequences as soon as possible and at the latest within seven calendar days after notification of the requested change.
- 15.3 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.
- 15.4 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.
- 15.5 The Supplier must inform EANV in good time about expected additional work. The Supplier may perform and charge for additional work only with the prior written consent of EANV. The Supplier must specify the nature of the additional work and its costs in writing prior to the performance of additional work, failing which EANV need not pay for the additional work.
- 15.6 Supplier may not make or implement any changes without EANV's prior written order or consent.
- 15.7 EANV is in no way bound by (labour) agreements entered into by the Supplier, so that, among other things, changes in the volume of work cannot have any adverse consequences for EANV.

Article 16 Intellectual property

- 16.1 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.

- 16.2 The Supplier warrants that the Deliveries, including resale, do not infringe any intellectual property rights of third parties.
- 16.3 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.
- 16.4 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 Copyright Act.
- 16.5 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.
- 16.6 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.
- 16.7 Supplier may not take or otherwise create or share any photographs, recordings or other media and visual material with third parties on which the airport or parts thereof are visible.

Article 17 Suspension and termination

- 17.1 EANV shall at all times be entitled to terminate the Agreement for convenience by giving Supplier a three (3) months written notice.
- 17.2 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:
- suspension of payments or bankruptcy of the Supplier or an application to that effect;
 - sale or termination of the Supplier's business;
 - 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;
 - withdrawal of the Supplier's licences necessary for the performance of the Agreement;
 - seizure of a significant part of the Supplier's operating assets or items intended for the performance of the Agreement.
- 17.3 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. Termination is not possible for a failure to comply with Article 5.3.
- 17.4 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.

- 17.5 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 EANV Data made available to it by EANV. After adequate transfer, the Supplier shall ensure that the Supplier immediately destroys any back-up/copies.
- 17.6 The Supplier shall continue to perform in accordance with the Agreement until the termination assistance of the previous paragraph is completed.
- 17.7 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.
- 17.8 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.
- 17.9 In the event of termination of the Agreement pursuant to paragraph 1 or 2 of this article or Article 18.1 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 18 Force majeure

- 18.1 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 (30) 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.
- 18.2 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.
- 18.3 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 such 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 fails to 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 19 Liability and insurance

- 19.1 If the Supplier fails to fulfil an obligation towards EANV, the Supplier shall be liable for EANV's damages.
- 19.2 The parties may make further arrangements regarding the Supplier's liability in the Agreement.
- 19.3 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.
- 19.4 The restrictions contained in paragraphs 2 and 3 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 Supplier or its management; or
 - c) if there is a violation of Article 22(Confidentiality); or
 - d) in case of infringement of an intellectual property right.
- 19.5 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.
- 19.6 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.
- 19.7 EANV is not liable for any damage suffered by the Supplier or its Personnel, unless the damage is the result of wilful intent or gross negligence on the part of EANV or its management.
- 19.8 No limitations of liability apply with regard to indemnification obligations.

Article 20 **Processing personal data**

- 20.1 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 Processor Agreement within the meaning of Article 28(3) GDPR in the form of EANV's standard template 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.
- 20.2 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 shall also aim to prevent 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.
- 20.3 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 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 21 **(Digital) Security**

- 21.1 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.
- 21.2 Supplier shall immediately report (suspected) security incidents relating to EANV Data, assets, systems or services to EANV.

- 21.3 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.
- 21.4 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.
- 21.5 Supplier may not use the EANV Data for purposes other than for the performance of the Agreement.

Article 22 Confidentiality

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 Only press spokespersons of EANV will speak to the press. If the press approaches Supplier about EANV, the airport, 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, the airport or Affiliated Companies to EANV for approval. Actual publication may only take place with the written approval of EANV.
- 22.5 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.
- 22.6 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 23 Legal obligations towards Personnel

- 23.1 In performing the Agreement, the Supplier shall comply with the applicable (fiscal, civil and administrative) laws and regulations, including but not limited to those arising from - if applicable - the Dutch Act on Tackling Shadow Constructions (WAS) (Misconduct Act), the Dutch Act on allocation of labour forces by intermediaries (Waadi) (Labour Force Allocation by Intermediaries Act) the Dutch Minimum Wage and Minimum Holiday Allowance Act (WML), the Dutch Working Hours Act regulations, the Dutch Deregulation of Assessment of Employment Relationships Act (DBA Act), (collective) labour

conditions regulations and pension laws and regulations, the Dutch Working Conditions Act and regulations and the Dutch Act on Working Conditions for Seconded Employees in the European Union (WagwEU).

- 23.2 The Supplier is at all times responsible for full and timely compliance with its obligations under tax and social security legislation regarding the payment of (wage and turnover) taxes, social and/or pension contributions. The Supplier must always comply with the requirements pursuant to the Dutch Chain Liability Act (WKA) in order to ensure EANV's tax indemnification.
- 23.3 At EANV's first request, the Supplier shall demonstrate that it has ensured payment of the correct wages and payment of the taxes, social and/or pension contributions due, by providing a Statement of Payment Behaviour Compliance with Tax Obligations from the Tax Authorities and/or a statement from a (chartered) accountant, both at EANV's discretion and at the Supplier's expense. At EANV's first request, the Supplier shall give its cooperation to a check and/or audit carried out by EANV and/or a third party to be appointed by it, so that EANV can verify that the Supplier has complied and is complying with the applicable laws and regulations and the Agreement.
- 23.4 The Supplier indemnifies and holds EANV fully harmless against any costs, (direct and indirect) damage, claims, fines, after-taxes or liability of third parties, including the government, in the event that the Supplier acts in breach of the applicable laws and regulations and/or the Agreement.
- 23.5 If and for as long as EANV has reasonable cause to assume that the Supplier has not or will not fully comply with the obligations described in this article, EANV shall not be obliged to pay any amount to the Supplier. Furthermore, EANV is always entitled to suspend its (payment) obligation(s) vis-à-vis the Supplier until the Supplier complies with the obligations. In the event EANV makes use of these rights, it shall not be obliged to compensate the Supplier for any damage or otherwise be obliged to compensate the Supplier.
- 23.6 Without prejudice to the provisions of paragraph 5 of this article, EANV is at all times entitled to withhold the amounts of taxes and/or contributions and/or any interest and penalties charged thereon from the payments made to the Supplier or to pay them into a G account held by the Supplier. Upon payment into the G account, EANV shall be discharged vis-à-vis the Supplier.
- 23.7 In performing the Agreement, the Supplier shall comply with the applicable laws and regulations in the field of (legal) employment of Personnel, including the Foreign Nationals (Employment) Act (WAV), the WagwEU and the Compulsory Identification Act (WID).
- 23.8 The Supplier indemnifies EANV against any claim, possible fines and/or otherwise concerning illegal labour and/or failure to comply with the obligations under the laws and regulations referred to in paragraph 7. The Supplier is obliged to provide EANV with all relevant information and/or documentation correctly, completely and on time.
- 23.9 EANV avoids all forms of (unlawful) discrimination and/or unequal treatment. The Supplier is prohibited from (unlawful) discrimination and/or unequal treatment of persons as referred to in the law. At EANV's first request, the Supplier will provide the necessary data and/or information in the context of (a suspicion of) discrimination and/or unequal treatment.
- 23.10 The Supplier is obliged to impose all the obligations set out in this article in full on all parties with whom it enters into agreements for the purposes of the Agreement. Supplier is hereby obliged to also stipulate that such parties subsequently incorporate the above contractual obligations in full into agreements they enter into for the purpose of performing this Agreement.

Article 24 Integrity & Corporate Responsibility

- 24.1 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).
- 24.2 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.
- 24.3 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 17.3.
- 24.4 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.
- 24.5 If it transpires that personnel of EANV holds or held an ancillary position, paid or unpaid, with the Supplier at the time of the 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 25 Assignment

- 25.1 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.
- 25.2 Consent given by EANV shall not affect the Supplier's responsibility and liability for the fulfilment of its obligations under the Agreement.

Article 26 General provisions

- 26.1 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 27 Applicable law and disputes

- 27.1 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.

- 27.2 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.
- 27.3 A Party may only bring a dispute if the Party concerned has notified the other Party in writing that a dispute exists 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.