

# General Purchase Conditions IT & Systems

## Special Provisions Hardware

Schiphol Nederland B.V.

**GPCITS-HARDWARE-NOV2023**

These Conditions have been filed with the Chamber of Commerce in Amsterdam

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## Article 1 General

- 1.1 These Hardware Special Provisions apply in addition to the General Provisions.
- 1.2 In case of conflict between the General Provisions and the Special Provisions Hardware, the Special Provisions Hardware shall prevail.

## Article 2 Definitions

- 2.1 In these Special Provisions Professional Services, in addition to article 1 of the General Provisions, the terms below have the following meaning:

Right of Use	The right by virtue of which SNBV is authorised to install and use System Software according to the agreed use, including all reproductions and disclosures, temporary or otherwise, reasonably necessary for that purpose.
Installation	Installation and connection of the Hardware by Supplier.
Patch	A correction, intended as temporary, of a defect in the System software.

## Article 3 Transfer of ownership

- 3.1 By entering into the Agreement, the Supplier sells and delivers to SNBV the Hardware, which sale and delivery SNBV accepts, in accordance with the provisions of the General Provisions, Special Provisions Hardware and the Agreement.
- 3.2 The Supplier warrants that at the time of Delivery the Hardware belongs to it in full ownership, that it is not subject to any retention of title, restricted right or attachment by a third party and that it is free from other encumbrances and restrictions.

## Article 4 Warranties

- 4.1 Supplier warrants that (i) the Hardware is composed of sound components and is free from design, manufacturing and material defects; (ii) all delivered Hardware is fit for purpose as included in the Agreement; and (iii) the technical and functional properties of the Hardware at least comply with the agreed and promised specifications by Supplier in connection with the Hardware and Software to be used by SNBV.
- 4.2 The Supplier warrants that for a period of twenty-four (24) months from the date of Acceptance, the Supplier will immediately remedy, free of charge, all defects arising during this warranty period.
- 4.3 SNBV may arrange for repair of defects or Maintenance, during the term of the Agreement and with retention of rights, to be carried out by a third party at the Supplier's expense. This only applies if the Supplier has not commenced the work within a reasonable period set by SNBV, the work has not been carried out to SNBV's satisfaction or if SNBV obtains permission from the Supplier to do so.
- 4.4 If Hardware fails to function in accordance with paragraph 1 of this article for a period of twelve hours or more due to a defect, the warranty period shall extend by the duration of the defect period. If several defect periods are due to the same defect and these periods add up to ten or more Working Days, the warranty period shall extend by twelve months from the date on which Supplier has repaired the defect.
- 4.5 Supplier warrants the availability of spare parts, service parts and components necessary for repair and Maintenance of the Hardware at reasonable prices for at least five years after the last delivery of the Hardware under the Agreement, unless these are consumables. The parties shall specify in the Agreement whether consumables are involved.
- 4.6 If the manufacturer of the Hardware prescribes a modification thereof, the Supplier or the manufacturer of the Hardware shall carry out such modification free of charge as soon as possible.

## Article 5 Installation

- 5.1 If the Parties have agreed that the Supplier shall provide Installation, the Supplier shall install the Hardware on the agreed date. The Parties shall consider the Installation to be completed only after written confirmation by both Parties. This confirmation only constitutes Acceptance of the Installation and not necessarily Acceptance of the Hardware. Acceptance of the Hardware is subject to Article 10 of the General Conditions.

## Article 6 Replacement parts

- 6.1 If the replacement of parts by the Supplier leads or may lead to changes in the functioning of the Hardware, such replacement shall only take place with the consent of SNBV.
- 6.2 Parts will only be replaced by functionally and technically at least equivalent parts.

## Article 7 Right of Use System Software

- 7.1 Supplier grants SNBV a perpetual, worldwide and irrevocable Right of Use to the System Software in accordance with the Agreement, the General Provisions and these Hardware Special Provisions. SNBV may sub-licence the Right of Use to its Affiliates.
- 7.2 The Right of Use does not include any transfer by the Supplier to SNBV of intellectual property rights to the System Software, unless there is (development of) Custom Software involved, to which article 15.5 of the General Provisions applies.
- 7.3 The Right of Use is attached to the Hardware and passes upon sale of the Hardware.
- 7.4 The Right of Use is not tied to any particular Hardware or location.
- 7.5 The Right of Use shall in any case include, without SNBV being liable to pay any additional fee for it:
- the right to use all functionalities of the System Software accessible to SNBV, including those not mentioned in the Documentation;
  - the right to make, store, test (regularly) and have "hot standby" copies of the System Software in case of a disaster or disaster simulation;
  - the right to use the System Software for testing and development purposes;
  - the right to use the System Software without any restriction or limitation as to place, equipment, duration or otherwise including its use by third parties for the benefit of SNBV.
- 7.6 SNBV may reproduce the System Software free of charge as often as SNBV deems necessary for the conduct of its business, unless the Agreement provides otherwise. SNBV shall not remove any indications of ownership and copyright when reproducing System Software.
- 7.7 If the Supplier repairs defects in the System Software only through the release of Patches or Improved Versions, SNBV shall be entitled to receive and use them free of charge during the warranty period of Article 4, even if SNBV has not agreed any Maintenance with the Supplier.
- 7.8 If the use of the System Software requires Materials, the Supplier shall transfer ownership of those Materials to SNBV. The usage fee shall include the purchase price of those Materials.

## Article 8 New and Improved Versions

- 8.1 Supplier shall ensure a consistent version policy. New and Improved Versions must be made available in a timely manner. To that end, the Supplier regularly examines the need to issue such versions. The Supplier shall inform SNBV as early as possible about New and Improved Versions, as well as their content and consequences for the functionality of the System Software.
- 8.2 Supplier shall provide SNBV with a copy of New and Improved Versions for testing and evaluation purposes free of charge upon request.
- 8.3 SNBV is not obliged to accept New Versions and may continue to use all old versions. Supplier shall inform SNBV in writing how long Supplier can continue to warrant Maintenance on the old versions. Supplier is at least obliged to continue to provide Maintenance on old versions during the term of the Agreement, even if SNBV does not accept New Versions.
- 8.4 Improved Versions and New Versions may never lead to a limitation of the functionality of the Hardware

and System Software, whether or not in connection with Schiphol Data. The Supplier warrants the compatibility of Improved Versions and New Versions delivered by it with the Hardware and System Software in use or to be in use at SNBV.

- 8.5 Patches are part of Improved Versions and New Versions.
- 8.6 If the Supplier chooses to release other System Software instead of a New Version and to cease preventive, corrective or innovative maintenance as referred to in article 10 paragraph 1 of these Hardware Special Provisions on the System Software in use at SNBV, SNBV may demand (i) continued performance of the obligations with regard to Maintenance, or (ii) a Right of Use on the new software on the same conditions as those for a New Version laid down in the Agreement.
- 8.7 If there is a security incident, whether due to a defect in the Software or an external event affecting the System Software, the Supplier must remedy it via a Patch or an Improved Version.

## Article 9 Maintenance

- 9.1 Supplier shall agree the Maintenance of the Hardware with SNBV at SNBV's first request.
- 9.2 Even if the Parties agree on Maintenance only after the conclusion of the Agreement, the General Provisions and these Hardware Special Provisions shall apply to it.
- 9.3 Supplier warrants that Supplier can Maintain the Hardware for at least the duration of the Agreement.

## Article 10 Nature of Maintenance

- 10.1 Maintenance relating to Hardware and System Software includes:
  - a) Preventive maintenance:  
Maintaining the Hardware and/or System Software and taking measures to prevent failures. As part of preventive maintenance, Supplier shall regularly examine the System Software for proper functioning at least once every six months.
  - b) Corrective maintenance:  
The detection and repair of defects in the Hardware and/or System Software and the provision of Improved Versions and Patches to repair defects, after SNBV reports them or they are otherwise known to the Supplier.
  - c) Innovative maintenance:  
Modifying components of the Hardware and/or components of the System Software to increase their reliability, change functions, or add new functions, including making New Versions available.
  - d) Modifying the System Software:  
Adapting the System Software at SNBV's request if SNBV adopts or modifies other Hardware and/or Software or if the influence of external factors gives cause to do so.
  - e) Support:  
Providing assistance in remedying defects and advising on the use and operation of the Hardware and/or System Software.
  - f) Training:  
Training SNBV personnel at SNBV's request so that they can carry out maintenance work.
- 10.2 The parties shall further agree on the exact nature, scope and cost of the Maintenance.
- 10.3 Supplier shall implement workarounds in the System Software or problem-avoiding restrictions in the Hardware only after receiving written consent from SNBV. When submitting a request, Supplier shall demonstrate that Supplier (i) cannot remedy the defect in any other way; (ii) what the consequences of the workaround or restriction are; and (iii) the reduced functionality, if any, of the Hardware and System Software.
- 10.4 If for the performance of the Maintenance it is necessary for the Supplier to connect the Hardware with its own hardware, implement its own software on the Hardware with the aim of detecting faults or recording behaviour of the Hardware, SNBV shall allow this, unless the Supplier cannot reasonably require this from SNBV for security reasons.
- 10.5 The Supplier shall inform SNBV in detail in advance of the consequences of the activities referred to in

paragraph 4. If possible, Supplier shall give SNBV the opportunity to remove or protect Data entirely or partially from the Hardware or the system, of which the Hardware is a part. Supplier shall terminate such connection to its own Hardware and/or software immediately, after completion of the work referred to in paragraph 4, or at SNBV's first request.

- 10.6 The Supplier shall immediately inform SNBV of any changes made by the Supplier to Hardware or System Software.
- 10.7 If Supplier replaces parts when performing the Maintenance, the old parts become the property of Supplier if the cost of the new parts is included in the maintenance fee. If Supplier charges SNBV separately for the new parts, the old parts remain the property of SNBV.

#### **Article 11 Place and times of execution Maintenance**

- 11.1 Maintenance that could lead to disruption of SNBV's business continuity shall only be carried out by the Supplier after prior written consent from SNBV.
- 11.2 Supplier shall only perform Maintenance on or from SNBV's premises. Supplier may only perform Maintenance on or from Supplier's premises if this is necessary for the Maintenance.
- 11.3 Supplier must provide itself with the materials required to carry out the Maintenance in good time.

