General Purchase Conditions IT & Systems

Special Provisions Hardware

Schiphol Nederland B.V.

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GPCITS-HARDWARE-JAN2021

These Conditions are registered with the Chamber of Commerce in Amsterdam

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Article 1 General

1.1 These Special Provisions Hardware apply in addition to the General Provisions.

1.2 In the event of contradictions between an article of the General Provisions and an article of the Special Provisions Hardware, the article of the Special Provisions Hardware takes precedence.

Article 2 Definitions

2.1 In addition to Article 1 of the General Provisions, the Special Provisions Hardware apply the following definitions.

Installation The Hardware being placed and connected by the Other Party.

Patch A temporary fix of a defect in the System Software.

User Right The right on the basis of which SNBV is authorised to install and use the System Software in accordance with the agreed use, including all reproductions and disclosures deemed reasonably necessary for this, whether temporary or not.

Article 3 Transfer of ownership

3.1 By concluding an Agreement, SNBV purchases and will be transferred ownership of, as the Other Party sells to SNBV and transfers the ownership of, the Hardware, in accordance with the provisions of the General Provisions, the Special Provisions Hardware and the Agreement.

3.2 The Other Party guarantees that the Hardware is wholly owned by it at the time of the delivery, that no retention of title is vested in the Hardware, that it is not subject to a restricted right or attachment and that the Hardware is free from other encumbrances and limitations.

Article 4 Warranty

4.1 The Other Party guarantees that the Hardware is composed of sound parts and free of design flaws, manufacturing defects and material defects. Furthermore, the Other Party guarantees that all the Hardware supplied is suitable for the purpose as set out in the Agreement. The Hardware's technical and functional features will at least equal the specifications that the Other Party agreed or committed to in conjunction with the hardware and software to be used by SNBV.

4.2 The Other Party guarantees that, for a period of twenty-four months from the date of Acceptance, it will remedy without delay and at its own expense all defects that occur during this warranty period.

4.3 SNBV may have a third party carry out the repairs of the defects or the Maintenance that it has agreed with the Other Party during the term of the Agreement while reserving the right to compensation of the costs from the Other Party, if the Other Party has not commenced these activities within a reasonable term set by SNBV, or if the work has not been carried out to SNBV's satisfaction, or if SNBV receives consent to do so from the Other Party.

4.4 If Hardware does not function for a period of twelve hours or more due to a defect in accordance with paragraph 1 of this Article, the warranty period will be extended by the duration of the period of the defect. If there are different periods of defect which are all attributable to one and the same defect and these periods added up account to ten or more Working days, the warranty period will be renewed for twenty-four months from the date on which the defect is rectified.

4.5 The Other Party guarantees the availability of spare parts, service parts and components necessary for the repair and maintenance of the Hardware at reasonable prices for at least five years following the last delivery of the Hardware under the Agreement, unless the Parties agree that these are articles of use, for which the availability guarantee referred to in this Article is not reasonable. The Parties will lay this down in the Agreement.

4.6   If the manufacturer of the Hardware imposes a modification of the Hardware, the Other Party will ensure that this modification is carried out for no payment as soon as possible either by itself or by the manufacturer of the Hardware.

Article 5 Installation

5.1   If the Parties have agreed that the Other Party is to ensure the Installation, the Hardware must then be installed at the agreed date. The Installation is deemed to have been completed only after written confirmation of both Parties. This confirmation merely serves as Acceptance of the Installation; it does not necessarily include the Acceptance of the Hardware.

Article 6 Replacement of parts

6.1   If the replacement of parts leads or may lead to changes in the functioning of the Hardware, this replacement may only take place with SNBV's consent.

6.2   Parts will only be replaced by parts that are at least functionally and technically equivalent.

Article 7 System Software

7.1   By concluding an Agreement, SNBV obtains from the Other Party a perpetual and irrevocable User Right to the System Software as well as to Improved and New Versions, in accordance with the provisions of the Agreement, the General Provisions and the Special Provisions Hardware.

7.2   The User Right does not include the transfer by the Other Party to SNBV of patent rights, copyright or trademark rights if the User Right relates to standard software.

7.3   The User Right is non-exclusive and only transferrable to third parties with the Other Party's consent. The Other Party may only withhold its consent if there are well-founded reasons to suspect that the conditions under which the User Right is granted will be violated and/or if it has a well-founded fear of an infringement of intellectual property rights on the System Software.

7.4   The User Right is not bound by certain Hardware or a location.

7.5   Without SNBV being liable to pay any additional compensation in this respect, the User Right in any case includes:
   a)   the right to use all the System Software's features accessible to SNBV, even if these are not listed in the Documentation;
   b)   the right to make copies of the System Software, to save it, to regularly test it and to keep it on 'hot standby' in case of an emergency or emergency exercise;
   c)   the right to use the System Software for testing and development purposes;
   d)   the right to use the System Software without any restriction or limitation in terms of location, equipment, duration or otherwise, including the use thereof by third parties on behalf of SNBV.

7.6   SNBV may make copies of the System Software and use it as often as deemed necessary for its business operations. Before SNVB makes use of this possibility and thus owes the Other Party an additional payment, SNVB first informs the Other Party thereof with notable rapidity. SNBV does not remove any indications of ownership or copyrights when reproducing System Software.

7.7   If the Other Party only fixes defects in the System Software by releasing Patches or Improved Versions, SNBV reserves the right to receive and use the System Software free of charge during the warranty period referred to in Article 4, even where SNBV and the Other Party have not agreed to Maintenance.

7.8   If the use of the System Software requires Materials, the Other Party will transfer the ownership thereof to SNBV. The cost price of those Materials is deemed to be included in the user fee.

Article 8 New and Improved Versions of System Software

8.1   The Other Party ensures a consistent version policy. The starting point is that New and Improved Versions will be available on time. To this end, the Other Party will regularly check the need to release such versions. The Other Party will inform SNBV as soon as possible about New and Improved Versions, as well as about the contents and consequences thereof relating to the application of the System Software.

8.2 At SNBV's request, the Other Party will provide SNBV with a free copy of New and Improved Versions for testing and evaluation purposes.

8.3 SNBV is under no obligation to accept any New Versions. Instead, it may continue to use all the old versions. The Other Party will inform SNBV in writing of the period during which the Other Party can continue to guarantee the Maintenance on the old versions. The Other Party will at least be obliged to guarantee the Hardware Maintenance for five years following the Acceptance, even if SNBV does not accept New Versions.

8.4 Improved Versions and/or New Versions will never lead to a limitation in the application possibilities of the Hardware and/or System Software, whether or not in conjunction with other files that are present. The Other Party guarantees the compatibility of the Improved Versions and/or New Versions it delivers with the Hardware and/or System Software in use or to be used by SNBV.

8.5 Any applied Patches must form part of the Improved Versions and/or New Versions.

8.6 If, instead of releasing a New Version, the Other Party opts to release other system software and to stop preventive, corrective or innovative Maintenance as referred to in Article 10(1) on the System Software used by SNBV, SNBV may claim (i) full compliance with the obligations in respect of Maintenance with respect to the System Software, or (ii) a User Right on that new system software in accordance with the conditions for a New Version set out in the Agreement.

8.7 In the event of a security incident, either a flaw in the System Software or an external event affecting the System Software, the Other Party must restore this by means of a Patch or Improved Version.

Article 9 Maintenance

9.1 At SNBV's first request, the Other Party undertakes to agree to Maintenance relating to the Hardware.

9.2 Even if Maintenance is not agreed until after the conclusion of the Agreement, the General Provisions and these Special Provisions Hardware apply to Maintenance.

9.3 The Other Party guarantees that it can maintain the Hardware at least during the term of the Agreement.

Article 10 Contents of the Maintenance

10.1 The Maintenance relating to Hardware and/or System Software will comprise the following:
   a) Preventive Maintenance:
      Maintaining the Hardware and/or System Software and taking measures to prevent malfunctions. As part of the preventive maintenance, the Other Party will regularly check the proper functioning of the System Software, regularly meaning at least once every six months.
   b) Corrective maintenance:
      The detection and repair of defects in the Hardware and/or System Software and making Improved Versions and Patches available in order to repair defects, after these having been reported by SNBV or which are otherwise known to the Other Party.
   c) Innovative maintenance:
      Modifying any part of the Hardware and/or parts of the System Software to increase its reliability, change features, or add new features, including making New Versions available.
   d) Adjusting the System Software:
      Adjusting the System Software at SNBV's request if other hardware and/or software is changed or if the impact of external factors or the connection of other hardware and/or software require this.
   e) Support:
      Providing support in solving defects, as well as giving advice on the use and features of the Hardware and/or System Software.
   f) Training:
      Where applicable, training SNBV staff at SNBV's request, so that these staff members can ensure the performance of maintenance work.
   The exact nature, scope and costs of the Maintenance will be further agreed.

10.2 Workarounds in the System Software or problem-avoiding restrictions in the Hardware will not be introduced by the Other Party until SNBV has given its written consent thereto.

Upon submitting such request, the Other Party will demonstrate that the defect cannot be fixed in any other way, what the consequences of such workaround or restriction will entail and whether this may result in a reduced value in use of the Hardware and System Software.

10.3   If it is necessary for the execution of the Maintenance that the Other Party connects the Hardware with its own hardware, or implements its own software on the Hardware with a view to detecting malfunctions or establishing the actions of the Hardware, SNBV will tolerate this, unless this cannot reasonably be demanded of SNBV for security reasons, such at SNBV's discretion. The Other Party is obliged to inform SNBV in detail and upfront on the consequences of the work referred to above. If possible, the Other Party will provide SNBV the opportunity to remove or protect data, in part or in full, from the Hardware or the system, to which the Hardware forms part. Once the work referred to in this paragraph has ended or at the first request of SNBV, such connection with the Other Party's own hardware and/or software must be cancelled immediately by the Other Party.

10.4   The Other Party undertakes to promptly inform SNBV each time a change is made to the Hardware or System Software.

10.5   If, during the Maintenance, parts are replaced, those old parts will become the property of the Other Party provided the costs of the new parts are included in the maintenance fee. If the new parts are charged separately to SNBV, the old parts will remain the property of SNBV.

Article 11 Time and place of the performance of Maintenance

11.1   Maintenance that may lead to a disruption of SNBV's business continuity will only be carried out with SNBV's prior written consent.

11.2   In principle, maintenance is carried out on or from SNBV's site. Maintenance that reasonably needs to take place at the site of the Other Party, will be carried out at the Other Party's location.

11.3   The Other Party is obliged to provide itself in good time with the Materials required for the performance of the Maintenance.

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