



# GENERAL TERMS AND CONDITIONS

of the private limited company

## **MAASTRICHT AACHEN AIRPORT BV**

(Aerodrome Services)

Filed under number 66013283 at the

Chamber of Commerce Limburg

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### Art. 1: Applicability of the present terms and conditions

#### Paragraph 1

The present terms and conditions are applicable to any request for a quotation, any offer, any agreement and any other legal act of Maastricht Aachen Airport BV, to be referred to in the following as 'the Airport', or any other legal relationship to which it directly or indirectly is a party.

#### Paragraph 2

In addition, the Port Dues Regulation, based on the aviation legislation as it is in force now or will be in force at any time, is applicable to any offer, any agreement and any other legal act or legal relationship of the Airport. If there should be a conflict between the stipulations of the

Port Dues Regulation, as it is in force at the time of entering into the legal act / legal relationship, and the present terms and conditions, the stipulations of the Port Dues Regulation shall prevail.

#### Paragraph 3

In cases where the Airport acts by virtue of any competence on the basis of public law, the present terms and conditions shall always be applicable to the extent that this is possible.

#### Paragraph 4

To any agreement with the Airport the Airport Regulations Maastricht Aachen Airport and the Airport Manual Maastricht Aachen Airport (including all modifications) are applicable.

### Art. 2: Representation

The Airport shall only be bound by legal acts which have been performed by those who are authorized to do so on behalf of the Airport, as evidenced by the Trade Register.

### Art. 3: Offers

Offers of the Airport are without engagement unless it has been laid down otherwise in writing.

### Art. 4: Prices

#### Paragraph 1

The prices are in euros, exclusive of VAT, unless it has been laid down otherwise in writing.



## Paragraph 2

The Airport is entitled to increase an agreed price and to charge the prices which are current at the time of delivery. If the resulting price increase is more than 10% the opposite party is entitled to dissolve the agreement.

## Art. 5: Payment

### Paragraph 1

Payment to the Airport shall be effected in cash upon delivery of goods (including fuels) or upon performance of a service.

In so far as there is any kind of payment obligation on the part of an opposite party in connection with (delivery of goods and/or services for) a particular aircraft, the opposite party shall meet that payment obligation prior to the aircraft's departure from the airport.

### Paragraph 2

The Airport is free to agree with the opposite party in writing on another mode of payment in deviation from Paragraph 1. In so far as amounts of less than € 250.- are involved the Airport is entitled to charge € 15.- for accounting costs. In case of payment after receipt of an invoice the payment is required to have been received by the Airport fifteen days from invoice date at the latest.

If the amount has not been received by the Airport on the latest date which is the fifteenth day from invoice date, the opposite party shall be in default without further notice being required. The opposite party shall from that moment owe interest on the amount due, at a percentage equal to the then current legal rate of interest (under article 6:119a Civil Code).

### Paragraph 3

Payments made by the opposite party shall always in the first place be applied for settlement of all interest and costs due and in the second place for settlement of the invoices which have been outstanding longest, even if the opposite party specifies that the settlement is in respect of other accounts receivable to be claimed by the Airport.

### Paragraph 4

The Airport is at all times entitled to call upon an opposite party to provide security for the fulfilment of its obligations, for instance by asking for a first-call bank guarantee.

### Paragraph 5

If the opposite party fails to perform its obligations or is in default, all collection cost (under which cost for drawing up and sending reminders, leading settlement negotiations and other preparation cost for a possible legal procedure) as well as legal cost are for account of the opposite party.

The collection cost for business-to-business claims will be charge on the basis of the report "Voorwerk II" and will be at least € 40,- (excl. VAT) and will be increased with € 25,- (excl. VAT) registration cost.

## Art. 6: Term of delivery; delivery

### Paragraph 1

If the Airport has specified a term for its delivery of a product or service, such a term shall never be a deadline and the Airport shall therefore not be in default until it has been given notice of default and has been allowed a reasonable period of time to perform yet and has let that period of time lapse unused.



#### Paragraph 2

The Airport shall be entitled to deliver sold goods in portions.

#### Paragraph 3

Differences between the agreed and the actually delivered goods shall be allowed, so long as such differences do not relate to substantial properties of the good concerned.

### Art. 7: Complaints

#### Paragraph 1

If an opposite party of the Airport is of the opinion that the Airport can be blamed for nontimely or defective delivery of a service or a product, the opposite party shall accordingly inform the Airport in writing within thirty days from delivery of the service or product or, respectively, from the point in time at which the service or product should have been delivered, failing which the opportunity to call the Airport to account for the alleged failure shall be lost.

#### Paragraph 2

In deviation from the provisions of paragraph 1, complaints in respect of the nature and amount of delivered fuels and/or lubricants shall be made known to the Airport within seven days from delivery, failing which the opportunity to call the Airport to account for such complaints shall be lost.

#### Paragraph 3

In case of a timely and justified complaint about the soundness of the performance delivered by the Airport, the Airport's only obligation shall be to re-deliver the performance. If performance is no longer possible, then the indemnification due by the Airport shall be limited to at most the amount of the payment that would have been required for the performance.

#### Paragraph 4

Liability on the part of the Airport for any other form of damage, including consequential damage and/or loss of profit, is fully excluded.

### Art. 8: Retention of title

#### Paragraph 1

Goods delivered by the Airport shall remain the property of the Airport until the opposite party has fulfilled all obligations arising from all agreements with the Airport, irrespective of whether this relates to agreements for delivery of goods or for performance of services, or to claims on account of non-fulfilment of obligations arising from similar agreements and/or deliveries and/or services.

#### Paragraph 2

The Airport is entitled to fetch back (or cause to be fetched back) from the opposite party or any third parties taking side with the opposite party any goods which come under the retention of title if the opposite party fails to fulfil its obligations and/or there are good grounds to fear that this will be the case. In so far as the goods coming under the retention of title are located inside or attached to an aircraft, the Airport shall be entitled to take and/or keep possession of such aircraft until all obligations have been fulfilled or the delivered goods have been returned in good condition to the airport.

### Art. 9: Indemnity

The opposite party of the Airport is liable for all damage resulting from actions by itself, by agents it has called in or by its crew and/or passengers to goods of third parties or of the Airport. The opposite party shall indemnify the Airport against any claim from third parties for damages against the Airport on that



account. The opposite party shall take out insurance against such liability and shall upon request allow the Airport to inspect the relevant insurance policy.

#### Art. 10: Force majeure

By 'force majeure' on the part of the Airport shall be understood any circumstances which prevent the fulfilment of any of the Airport's obligations and which cannot be imputed to the Airport.

#### Art. 11: Cancellations

If an opposite party does not make use of any service or facility in respect of which it has agreed on arrangements with the Airport, the Airport is entitled to at least 50% of the amount which the opposite party would have had to pay in case of performance of the service and/or use of the facilities, without prejudice to the Airport's entitlement to further indemnification.

#### Art. 12: Applicable legislation; competent court

##### Paragraph 1

All legal acts and legal relationships are solely subject to application of Dutch law.

##### Paragraph 2

In deviation from the legal stipulations in respect of the competence of the civil court, each dispute shall be brought before the competent judge of the court in Maastricht, the Netherlands, provided that the subdistrict court is not competent to take cognisance of the dispute.

#### Art. 13: Final provisions

The present terms and conditions have been drawn up in Dutch. Upon request the Airport will provide free of charge an English translation thereof. In case of any interpretation difference the Dutch text shall prevail.