

GENERAL TERMS AND CONDITIONS

1. Definitions

1. "BAC" means: NV Brussels Airport Company with registered office at Diamant Building, Auguste Reyerslaan 80, 1030 Schaarbeek and with place of business at Brussels Airport, 1930 Zaventem, registered at the Belgian Crossroads Bank for Enterprises under number 0890.082.292.

BAC is the holder of the license for the operation of Brussels National Airport, granted by Royal Decree of 21 June 2004, as amended from time to time and automatically extended on 12 November 2019 for an indefinite duration. In the context of this operation, BAC is, among other things, responsible for the harmonious operation and development of the airport, whereby:

- i. BAC ensures a sufficient capacity;
 - ii. BAC ensures a quality that complies with national and international standards and customs, including those relating to safety and the environment, and that are comparable to those of its reference airports, and
 - iii. BAC takes into account the interests of its users and passengers.
2. "Contractor" means: the contracting party that has entered into an agreement with BAC to provide goods, services and/or to carry out works for BAC.
3. "Contract" means: any agreement as referred to in article 1.2.

2. Scope

1. These General Terms and Conditions, with exclusion of the General Terms and Conditions (both present and future) of the Contractor, apply to any Contract and all preceding legal transactions between BAC and the Contractor unless expressly stated otherwise beforehand. The Contractor therefore expressly and irrevocably waives his own (general) terms and conditions (even if they stipulate that they take precedence over these General Terms and Conditions).

2. These General Terms and Conditions and any special contractual conditions, insofar as they are expressly accepted in writing by BAC, are to be read together, are mutually explanatory, and together form the Contract.

3. If any provision in a special contractual condition, insofar as it has been expressly accepted in writing by BAC, deviates from or is inconsistent with a provision of these General Terms and Conditions, the provision in the special contractual conditions prevails.

4. Amendments to or deviations from the Contract and/or these General Terms and Conditions are only binding if they have been expressly accepted in writing by BAC (e.g. in special contractual conditions or any other contractual document in writing accepted by BAC).

3. Obligation of result

The task undertaken by the Contractor, under the Contract, is an obligation of result on the part of the Contractor and covers all services which are necessary to complete the task properly, on time, and in accordance with the applicable rules and good practices.

4. Execution/Delivery Period

1. Without prejudice to its right to claim full compensation for damages in such case, BAC may, if the agreed upon execution/delivery period has been exceeded by the Contractor, terminate the Contract by registered letter, immediately and without prior judicial intervention.

2. In case of premature termination of the Contract in accordance with article 4.1:

- BAC is entitled to the immediate reimbursement of all sums that BAC may have already paid to the Contractor (except for those sums that were paid for the services that the Contractor already supplied and that were accepted by BAC); and
- the Contractor is not entitled to any compensation.

5. Operation of the airport

1. The (continuity of the) operation of the airport may not be disrupted or hindered at any moment in time, as a result of the execution of the Contract.

2. The Contractor must always scrupulously comply with BAC's guidelines (as amended from time to time) relating to the delivery of goods, services and/or works on the airport premises.

6. Transfer of ownership and risk

1. The ownership of the goods, materials, and building supplies, which are intended for the purpose of being used and/or processed

for the works/deliveries carried out by the Contractor within the scope of the Contract, is transferred to BAC when the earlier of the following events occurs: (i) the payment by BAC of the price of these goods, materials, and building supplies or (ii) in case of a Contract for deliveries, the acceptance of the goods, materials, and building supplies by BAC or, if the Contract is an agreement for the execution of works, the processing and/or integration of the goods, materials, and building supplies in the works.

2. Without prejudice to article 6.1, the risk of damage, disappearance, or any other event concerning the delivered goods, materials, and building supplies in the framework of the execution of the Contract, remains at the Contractor's expense up to BAC's acceptance of the works in accordance with article 9.3.

3. The Contractor expressly and irrevocably waives any lien and/or retention of title.

7. Packaging and shipment

1. Unless expressly stipulated otherwise, all goods, services and/or works must be delivered/carried out by the Contractor at BAC's place of business.

2. The goods (incl. packaging) to be delivered within the scope of the Contract must be delivered DDP (Delivery Duty Paid, according to the Incoterms 2020) by the Contractor to BAC at BAC's place of business.

8. Specific airport-related regulations

1. If the Contractor must perform works / deliveries / services in relation to the airport, the Contractor complies with the specific airport-related regulations, in particular:

- the regulations included in the Brussels Airport Operational Handbook (to be consulted via: <https://askextranet.brusselsairport.be/300247/WikiPages/Home.aspx>);
- the regulations regarding "Airport Operations" (to be consulted via: <https://www.brusselsairport.be/nl/airport-operations>), including in particular:
 - i. the Airport ID Badge regulations,
 - ii. the airside traffic rules,
 - iii. the general conditions for the execution of works on the airside of the airport (annex to the Aerodrome Manual).

2. At the beginning of the Contract, the Contractor asks BAC to provide him with the necessary login details for consulting the regulations referred to in Article 8.1. These regulations can be unilaterally amended by BAC at any time in function of the needs of the airport (for reasons of safety, security, continuity of services, etc.), without the Contractor being entitled to claim any compensation, reimbursement or extension of the execution period.

3. The Contractor undertakes to always consult the regulations referred to in Article 8.1. on the BAC website. Without prejudice to the previous obligation for the Contractor, changes to these regulations will be notified by BAC to the Contractor.

9. Acceptance and inspection

1. Neither the delivery of the goods, services, and/or works, nor the signing of a receipt, shipping note or any other similar document implies the acceptance of any defect, neither visible nor hidden, to the delivered goods, services and/or works.

2. Neither the putting into use, nor payment in full, nor the absence of complaints during a specific period can be invoked by the Contractor as a tacit acceptance of the delivered goods, services and/or works by BAC.

3. BAC has a period of 30 calendar days after the delivery to check, test and -as the case may be- accept the delivered goods, services and/or works (as far as services and works are concerned, the period of 30 calendar days only starts when all the works and/or services have been completed.)

If BAC discovers a defect in the goods, services and/or works, BAC has the right, at its own discretion and without any further motivation, to (i) request the replacement of the affected goods, services, and/or works by other goods, services, and/or works of the same nature and type, (ii) request the reimbursement/payment of part of the price, in proportion to the defect, or (iii) terminate the Contract. Regardless of its choice, BAC is entitled to compensation for any damages caused by the defect and by the possible termination of the Contract.

10. Quality of the delivered goods, services, and/or works

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1. The Contractor guarantees that the goods, services, and/or works to be supplied are ready for use and free from any visible or hidden defects, and more in particular that the goods, services and/or works to be delivered:

- Correspond, with regard to quantity, description as well as quality, to what is stipulated in the purchase order or the Contract, and any correspondence and documents related thereto ;
- are made of high-quality materials and are properly manufactured/performed;
- if they feature any date or time markings, comply with ISO 8601 requirements;
- if the case arises, are similar in every aspect to the samples or models which may have been provided by the Contractor or BAC beforehand;
- are suited for the purpose communicated to the Contractor or for the purpose a diligent Contractor would normally know the goods, services and/or works to be used for
- can be used safely and efficiently by BAC;
- comply with all applicable Belgian and international regulations (including the health and safety regulations) (which may be amended during the term of the Contract);
- comply with all applicable Belgian and international regulations, standards and specifications, as well as regulations for good practices (which may be amended during the term of the Contract). In case of inconsistency between various applicable regulations, standards and specifications, (1) the strictest regulations, standards and specifications or (2) the regulations, standards and specifications that guarantee the highest level of safety, must be applied. In case of doubt, BAC needs to be consulted.

2. Any non-conformity to one of the aforementioned aspects is considered a "defect".

3. If at any given time the goods, services and/or works are affected by a defect, BAC has the right, within two months from the date of discovery of the defect, to (i) request the replacement of the affected goods, services and/or works by other goods, services and/or works of the same nature and type or (ii) request the reimbursement of part of the price proportional to the defect.

11. Communication and documentation

1. At the latest together with the delivery of the goods, services and/or works to be supplied the Contractor must, at its own expense, provide BAC with all the final execution drawings, explanatory memos, operation and maintenance instructions, technical sheets and, as the case may be, the as-built file concerning said goods, services, deliveries and/or works in as many copies as desired by BAC. The abovementioned documents must be drawn up in at least Dutch, French and/or English.

2. All of the Contractor's correspondence with regard to the execution of the Contract must be sent to BAC's place of business.

12. Price and payment

1. The agreed upon price is fixed and cannot be revised. Price adjustments can only be made with the prior written and explicit consent of BAC.

2. The agreed upon price includes all costs (such as administrative costs, packaging, delivery and, if applicable, connection and/or installation, as well as the costs of necessary accessories), nothing excluded.

3. BAC has the right to deduct any sums of money that the Contractor owes to BAC from the sums of money that BAC owes to the Contractor.

4. BAC pays at the end of the month following the month in which BAC has received the invoice. In other words: 30 days end of the month after the date of receipt of the invoice.

5. All invoices will refer to the order number, budget code and VAT number of BAC. Invoices must originate from one legal entity (the Contractor) and must be in the currency of the order form. All separate invoices including annexes shall be sent in a digital and PDF form to invoices@invoices.brusselsairport.be.

The order number (or "PO-number"), when unknown, must be obtained prior to the emission of the invoice from your contact at BAC. Invoices that don't or make an incorrect mention of the order number, are not due or payable.

13. Unforeseen circumstances

1. Except if expressly agreed otherwise, the Contractor is deemed to have taken into account all possible risks and special circumstances which may occur during the execution of the Contract.

2. By no means can the Contractor claim any surcharge or extension of the agreed upon execution/delivery period in case of unforeseen circumstances or difficulties.

3. The Contractor expressly acknowledges that any risks which according to the Contract are at his expense, will be fully at his expense and, as such, should have been sufficiently taken into account in the agreed upon price.

14. Liability and indemnification

1. The Contractor must fully compensate and/or indemnify BAC for any error or failure of the Contractor.

2. Any liability restrictions shall be regarded as not written.

3. The Contractor must always be sufficiently insured keeping in mind the execution of the Contract. At BAC's simple request, the Contractor must be able to provide BAC with proof of this.

15. Intellectual property rights

1. All materials, drawings, models, prototypes, documents, designs, plans, diagrams, matrices, software, realisations, stipulations, data, invoices, memoranda, reports, databases, methods, any documents of a technical or economic nature or other creations (hereinafter referred to as "Creations"), any business secret and any expertise that will arise within the scope of performance of the Contract, as well as any intellectual property rights thereto, shall be automatically transferred to BAC without additional payment and in the broadest sense, and become the exclusive property of BAC. Payment for such items shall be regarded entirely as being included in the agreed price. The transfer thereof shall be final, irrevocable and unconditional.

2. All intellectual rights of the Contractor stated in advance that are used within the scope of the Contract shall remain the property of the Contractor. The Contractor shall grant BAC the worldwide and irrevocable right of use to these intellectual rights with the right to sub-license and do so free of charge. This right has no time limit. This right of use is granted for the entire duration of the underlying intellectual rights. This right of use will also continue beyond the termination of this Contract.

3. The Contractor guarantees that it is entitled to transfer the rights mentioned in 15.1. In so far as employees or subcontractors of the Contractor were to have any moral right to all or part of the Creations, the Contractor guarantees that the persons in question will not exercise their moral rights to said Creations.

4. All Creations – including any intellectual property rights thereto – as well as any business secret and any expertise of BAC that are made available to the Contractor to perform the Contract, shall always remain the property of BAC.

5. Access to the Creations – and the production of copies thereof – is only lawful once written permission has been obtained from BAC. After termination of the contract, all Creations, including all (electronic) documents as well as any copies, must be submitted to BAC.

6. The Contractor declares that it holds all rights, titles, licences and approvals necessary for the performance of the Contract, and that the intellectual property rights of a third party will not be – or have not been – breached under any circumstances. The Contractor shall take all necessary measures to safeguard property rights for BAC, and shall indemnify BAC without limitation against third-party claims, including – but not limited to – if the Contractor has failed to respect the intellectual rights of a third party or has not informed BAC of such rights.

7. The Contractor guarantees that its supplier of software or other Creations to BAC grants a right of use that fulfils the technical and functional requirements of BAC as described in the Contract. This right shall be granted upon the Contractor's purchase of the service, product, software or software licence and is granted for the entire duration of the underlying rights. This right of use will also continue beyond the termination of the Contract.

8. Only BAC has the right to determine when and how the Creation should be utilised. It shall continue to have exclusive ownership of Creations even if they are not utilised.

16. Processing personal data

1. The Contractor complies to the extent applicable with the existing legislation relating to the processing of personal data, and in particular the Regulation (EU) 2016/679 or the European Parliament and the Council of 27 April 2016 (hereafter 'General Data Protection Regulation'- GDPR) and the Law of 30 July 2018 concerning the protection of natural persons regarding the processing of personal data. BAC reserves the right to ask additional details and proof hereof.

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2. The Contractor informs BAC if personal data is processed during the performance of the Contract, in which case BAC and the Contractor conclude a specific data processing agreement.

17. Confidentiality

1. The Contractor undertakes to strictly observe the confidentiality of all data and information, irrespective of type, that will be passed to it or of which it will become aware within the scope of performance of or as a result of the Contract, including during the pre-contractual stage; this is also understood to include the existence and content of the Contract.

2. Confidential information shall not be limited to information that is expressly labelled as such in verbal and written notices but shall also cover that information whose confidential nature the Contractor should reasonably recognise in view of the nature of the information.

3. The Contractor guarantees that its personnel, employees or, if applicable, subcontractors whose services it uses, are bound by the same obligation.

4. The Contractor only makes data that are necessary for performance of the Contract available to the aforementioned third parties, and this only to its members of personnel, employees or subcontractors (if applicable) who are directly involved in the Contract.

5. The Contractor shall not copy or use confidential information, whether directly or indirectly, for its own purposes or for purposes other than the performance of its obligations under the Contract, except with prior written permission from BAC. The information stated in any supplied documents shall remain the property of BAC, and must be returned upon BAC's first request, and in any case upon termination of the Contract.

6. The duty of confidentiality shall not apply to information:

- that already belongs to the public domain or subsequently enters the public domain other than as a result of a breach of the Contract Confidential information is not regarded as belonging to the public domain merely because part of said information is included in general disclosures or because individual features, components or combinations thereof are already known in the public domain
 - that has been received or will be received thereafter by the Contractor from a third party not bound by a duty of confidentiality regarding that information
 - in relation to which the Contractor is able to demonstrate using reasonably convincing evidence that said information was produced independently and that it makes no reference to the materials made available during the term of the Contract, and does not make use of confidential information of BAC
 - that was disclosed by the Contractor in compliance with a court order or in accordance with an applicable statutory provision.
- If the Contractor wishes to invoke any of the aforementioned exceptions in order to share confidential information, it must inform BAC of this in advance in writing.

7. If the Contractor wishes to communicate the existence of the Contract or wishes to cite BAC as a reference, it must notify BAC in advance and request prior written approval from BAC. If the Contractor wishes to use the logo and brand name of BAC in its communications, it must also request prior written approval from BAC and, if applicable, follow the guidelines of BAC regarding the use of the logo. Any breach of this provision shall entitle BAC – by operation of law and without prior notice of default – to apply a compensatory fee of ten thousand (10,000) euros per breach, without prejudice to the Client's right to demand higher compensation for losses in so far as such losses are proven.

8. The Contractor shall also comply with all statutory regulations and all other regulations relating to data security, safety, storage and similar that apply within the scope of this Contract and do so at its own expense.

9. The provisions of this Article 17 shall remain in full force during the performance of the Contract, as well as for a period of five (5) years after each offer, negotiation or termination or dissolution of the Contract.

18. Termination

1. BAC has the right at any time to unilaterally terminate the Contract (entirely or partially) prematurely, subject to a notice period of fourteen (14) calendar days, by sending a registered letter to the Contractor, without any right to damages for the Contractor, except for a compensation for the services already supplied by the Contractor.

2. Without prejudice to BAC's other rights based on the Contract and/or Regulations, BAC may terminate the Contract

prematurely at any time with immediate effect without prior notice and intervention by the court, by registered letter to the Contractor (explicit resolutive clause), in the event of a serious shortcoming by the Contractor.

19. Bankruptcy

Without prejudice to its right to be compensated in that case, BAC has the right to terminate the Contract unilaterally and without prior judicial intervention by sending a registered letter in case the Contractor applies for bankruptcy, or if he is declared bankrupt.

20. Divisibility and conversion

1. The invalidity, illegality or non-enforceability of any provision of these General Terms and Conditions or of the Contract have no effect on the validity, legality, or enforceability of any other provision of the Contract and/or these General Terms and Conditions.

2. To the extent that any provision of these General Terms and Conditions and/or the Contract, is invalid, illegal, or non-enforceable, the parties undertake to negotiate in good faith a clause that will achieve as close as possible the intended effect of the invalid, void, or non-enforceable provision.

21. Transferability of the Agreement

1. The Contractor is prohibited from transferring the Agreement (in whole or in part) to a third party. BAC can under no circumstances be forced to accept the transfer of the Agreement.

2. BAC is entitled to transfer the Agreement (in whole or in part) freely to third parties.

22. Applicable law and competent jurisdiction

3. The Contract is governed by Belgian law, although excluding the Vienna Sales Convention (CISG).

4. Any dispute which may arise from the Contract (including these General Terms and Conditions) belongs to the exclusive competence of the courts and tribunals of the legal district of Brussels.