

GENERAL TERMS AND CONDITIONS OF USE OF EINDHOVEN AIRPORT

Article 1 Applicability of the General Terms and Conditions

- 1.1 These general terms and conditions will apply to all offers of the Authority and to any use by the User of Eindhoven Airport, either based on an agreement between the Authority and the User with respect to the User's use of Eindhoven Airport or otherwise, all in the broadest sense, including landing and takeoff.
- 1.2 By the mere use of Eindhoven Airport, or its services, buildings or premises, in any way whatsoever, including accessing the premises of Eindhoven Airport, the User accepts the applicability of these conditions.
- 1.3 The applicability of any other general terms and conditions that the User may use or refer to in any way whatsoever is hereby expressly waived.
- 1.4 Any stipulations varying from these conditions are to be expressly agreed in writing. No rights can be derived from any such varying stipulations in respect of subsequent legal relationships.

Article 2 Definitions

For purposes of these general terms and conditions the following terms will have the following meanings:

- a. **Authority:** Eindhoven Airport N.V., the Authority operating the civil part of Eindhoven military airport;
- b. **User:** the owner, holder or user of a civil aircraft or their respective authorised representatives, as well as all those who, on any basis whatsoever, access the civil part of Eindhoven military airport and/or the buildings or premises of Eindhoven Airport, and all those who, on any basis whatsoever, have entered into any agreement with the Authority;
- c. **Eindhoven Airport Rates and Conditions:** the Authority's scheme setting forth, *inter alia*, the fees for use;
- d. **Airport Charges:** the charges as set forth in the "Eindhoven Airport Rates and Conditions";
- e. **PPR:** Prior Permission Requested: permission given by the Authority to use, at a set date and time, the entire airport infrastructure necessary for the execution of a flight for non-commercial traffic (assigned terminal and platform) and to use the runway for landing and take-off, as allocated by the Authority.
- f. **Slot:** the term defined as such in Regulation EEC no. 95/93 dated 18 January 1993;
- g. **Instruction:** any communication by the Authority to the User intended to cause the latter to do or omit any act, including those listed in Article 4.
- h. **Airport:** the civil part of Eindhoven military airport.

Article 3 Applicable Law

- 3.1 Access to and use of the Airport, by civil aircraft, are regulated in the various Regulations including but not limited to:
 - a. national laws and regulations, including the Netherlands Aviation Act (*Wet luchtvaart*), the Aviation Policy Memorandum Eindhoven (*Luchthavenbesluit Eindhoven*) and the licences and exemptions granted to the Authority for civil aviation;

- b. the General Municipal Regulations Eindhoven (*APV Eindhoven*);
 - c. the Slot allocation system (as now set forth in the Netherlands Slot Allocation Decree [*Besluit Slotallocatie*] dated 24 November 1997 and the EU Slot Regulation (Regulation 95/93 and its subsequent amendments);
 - d. rules adopted by the Authority, including but not limited to:
 - the prevailing Airport Regulations of Eindhoven Airport;
 - the prevailing PPR Regulations;
 - the prevailing Eindhoven Airport Rates and Conditions;
 - the Safety and Security Manual;
 - e. such other public and private law regulations as may be declared applicable from time to time, which regulations are hereby accepted by the User in advance.
- 3.2 In the event of conflict between the regulations referred to in paragraph 1 and the provisions of these conditions, the regulations referred to in paragraph 1 will prevail, and the relevant provision of these conditions will have additional effect.
- 3.3 Violation of these general terms and conditions qualifies as an unlawful act vis-à-vis the Authority. This applies equally to violation of any regulation set by the government that affect the Authority. Depending on the nature and extent of the violation, the Authority will hold the offender liable under civil law, from whom all costs associated with the violation will be recouped.

Article 4 Instructions by the Authority

- 4.1 The User is under the obligation:
- a. to behave in accordance with the provisions of these general terms and conditions;
 - b. to behave in accordance with the requirements laid down by the Authority with respect to communication media, such as billboards, flyers, displays, etc.;
 - c. to follow the instructions provided by the Authority;
 - d. to provide any information as requested by or on behalf of the Authority.
- 4.2 The Authority will be authorised at all times to give the User Instructions on the use of the Airport (including but not limited to the Authority's premises and buildings). The User will be under an obligation to act promptly according to the relevant Instructions.
- 4.3 More in particular, the Authority may, if the User of an aircraft:
- a. intends to perform, or performs, a landing or takeoff without a Slot or in derogation of an allocated Slot, while no general or specific exemption has been granted or is valid in that respect, or
 - b. performs a landing or takeoff contrary to prevailing rules adopted by the Authority, without prejudice to the provisions of Article 6,
 - i. impose changes in times of arrival and departure on the User, or
 - ii. prohibit or delay departure of an aircraft, or
 - ii. impose on the User the obligation to have the relevant aircraft parked in a location in the Airport to be designated by the Authority, all at the User's expense.
- 4.4 If business operations so require, the Authority may impose changes in times of arrival and departure on the User.

- 4.5 The Authority will, provided stating reasons, at all times be authorised to prohibit or delay departure of an aircraft.

Article 5 Ban on commercial activities

Performing commercial activities or having such activities performed is not permitted within and/or on the Airport without the Authority's prior written permission. Such activities in any case include:

- a. offering taxi services by any means other than the presence of the taxi on the road in accordance with the provisions of or pursuant to the 1994 Road Traffic Act and other regulations applicable in and/or on the Airport and with an appropriate license within the meaning of the 2000 Passenger Transport Act;
- b. offering cars or other vehicle for hire;
- c. offering parking services;
- d. hawking, peddling or canvassing
- e. selling drinks, food, tobacco, alcohol, and other stimulants.

Article 6 Sanctions

- 6.1 The User will forfeit to the Authority, unless a general or specific exemption has been granted or is valid in that respect, a penalty:
- a. for each act or omission contrary to the Instruction given by the Authority;
 - b. for each landing or takeoff without a Slot or contrary to an allocated Slot;
 - c. for each landing or takeoff contrary to rules adopted by the Authority.
- 6.2 A penalty as referred to in this article will not be forfeited if, according to the Authority, the act or omission referred to in paragraph 1 was not due to any fault on the part of the User or to any cause which, by virtue of the law, a transaction, or generally accepted principles, should be at the User's expense.
- 6.3 The penalty referred to in this article will, to the extent applicable, be equal to the fee due by the User in respect of the relevant flight pursuant to the Eindhoven Airport Rates and Conditions.
- 6.4 To the extent that paragraph 6.3 is not applicable, the Authority will determine the amount of the penalty according to the circumstances of the case.
- 6.5 The penalty referred to in paragraph 1 will be immediately due and payable, without any notice of default being required, and is to be paid, to the extent possible, before departure of the aircraft on site.
- 6.6 The provisions of this article are without prejudice to the right of the Authority to use all means available to it to prevent the performance or causing of acts as referred to in paragraph 1, including for the future.
- 6.7 The provisions of this article are also without prejudice to the right of the Authority to claim compensation from the User for the damage suffered or to be suffered by the Authority as a result of any act or omission on the part of the User contrary to the provisions of Article 4.

- 6.8 In the event of a violation of any part of these general terms and conditions, the Authority is also authorized, without prejudice to its powers under the Airport Regulations of Eindhoven Airport, to impose the following penalties:
- to discontinue operations, whether temporarily or otherwise;
 - to interrupt or stop an activity;
 - to relocate the vehicle committing the violation or to have the vehicle relocated;
 - to remove an offender or have an offender removed from the Airport;
 - to deny the use of facilities at the Airport;
 - to prohibit an offender from entering the Airport or specific sections of the Airport for a maximum of 12 months;
 - civil liability in accordance with article 3.3.
- 6.9 The Authority reserves the right to take further sanctions which it deems appropriate and for which it is authorized to take by law.

Article 7 Fees and Rates

- 7.1 Payment of the amounts charged by the Authority to the User will be due within 30 days of the date of the invoice or, to the extent Airport Charges are concerned, before departure of the aircraft from the Airport unless the Authority has agreed to another payment arrangement.
- 7.2 Each landing or takeoff of a civil aircraft at the Airport will be governed by the prevailing Eindhoven Airport Rates and Conditions.
- 7.3 In the event of late payment the User will pay interest to be determined based on the then-current statutory interest rate. Furthermore, all judicial and extrajudicial costs of collection will be payable by the User.
- 7.4 The Authority reserves the right to determine surcharges on the rates and increase such surcharges periodically. The surcharges referred to in this article will, to the extent possible, be payable by the airline company, and otherwise by the User.

Article 8 Liability

- 8.1 The User will use the Airport at its own risk. The Authority will not be liable for any damage, howsoever arisen and of any nature whatsoever, either as a result of, during, or in connection with the stay at the Airport. The Authority will not be liable for any damage that may be caused to any aircraft, its equipment or load, or to any property of the User, crew or passengers, as a result of or during the stay at the Airport and in the aircraft hangars and other buildings thereon, or for personal injury caused to the User, crew or passengers as a result of or during such stay. Furthermore, the Authority will not be liable for any loss of items that may occur at the Airport and in the aircraft hangars and other buildings thereon. Any liability for consequential damage, damage due to delay, lost profits or non-material damage will also be excluded.
- 8.2 The provisions of paragraph 1 will not apply if and to the extent there has been wilful misconduct or gross negligence on the part of the Authority.

- 8.3 The Authority disclaims any liability for damage that may occur as a result of the fact that, at the discretion of the Authority or any other agency, the Airport, or any part thereof, such as its premises or buildings, could temporarily not be made available.
- 8.4 The User, including the user of an aircraft, will be liable to the Authority for any damage caused to the Authority by the User, its subordinates, agents or passengers, the load carried by it, its aircraft with all its equipment.
- 8.5 The User will indemnify the Authority against any third-party claims and hold the Authority harmless against any costs, damages and interest that may arise as a direct result of third-party claims against the Authority in connection with events ensuing from the agreement between the Authority and the User, for which the Authority is not liable to the User, or to the extent exceeding any such liability.
- 8.6 Employees of the Authority cannot be held liable directly by the User in respect of damage caused during the performance of the work assigned to them by the Authority. Employees can invoke vis-à-vis the User any defences to which the Authority is entitled.

Article 9 Final Provisions

- 9.1 In the event of conflict between the Dutch text of these general terms and conditions and the English translation thereof, the Dutch text will prevail.
- 9.2 Any agreements as referred to herein will be exclusively governed by the laws of the Netherlands.
- 9.3 Any disputes can be submitted exclusively to the court of competent jurisdiction in the district of Oost-Brabant, the Netherlands. Nevertheless, the Authority will, if the occasion arises, be authorised to apply to another court of competent jurisdiction.
- 9.4 Any claims against the Authority lapse after one year, unless legal action has been instituted before expiry of such term.
- 9.5 The Authority is authorised to amend these general terms and conditions at any time. Such amendments will not, however, enter into force prior to the date announced for that purpose.

Eindhoven, 1 January 2018