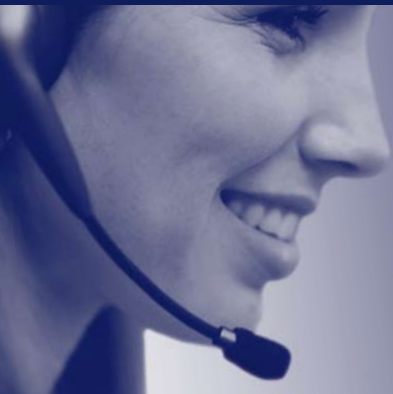


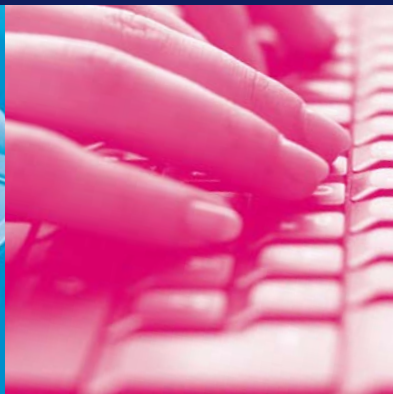
PURCHASE CONDITIONS: SCHIPHOL TELEMATICS BV



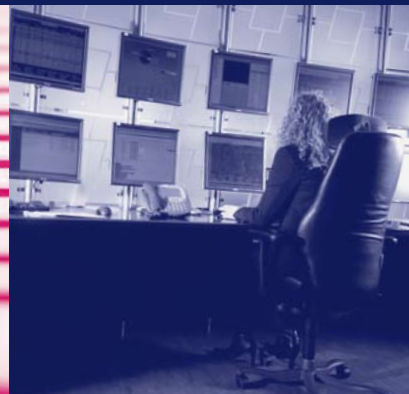
VOICE SERVICES



DATA SERVICES



INTERNET SERVICES



SOLUTIONS

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In addition to these general purchase conditions, additional conditions may apply to specific ST services.

1. Applicability

- 1.1. The relevant general conditions apply to all agreements made (or to be made) between *ST* and its suppliers, with any supplier conditions being explicitly replaced by those of *ST*, unless otherwise agreed in writing between the parties.

2. Realisation of the agreement

- 2.1. The supplier submits a tender (price estimate) in response to a request from *ST*.
- 2.2. A written agreement is made between the supplier and *ST* if the tender is accepted, and *ST* confirms this by sending the supplier an official *ST* purchase order.
- 2.3. Should *ST* issue a written purchase order without receiving a prior tender from the supplier, then the agreement is only considered valid if a signed copy confirmation of order is received by *ST* from the supplier within 14 days of the purchase order being sent. This also applies if the products and/or services ordered under the purchase order are delivered within this period. The agreement then becomes valid from the point where the copy confirmation of order is received, or the point when the delivery is accepted.
- 2.4. For the purposes of this clause, fax messages are also considered valid written communications.
- 2.5. If *ST* places an order verbally or via e-mail, then the agreement is only considered valid if, and from the point where, an official *ST* purchase order is dispatched.

3. General criteria, quality assurance and security

- 3.1. The supplier guarantees the products and/or services supplied, at least to the extent that they:
 - Function according to, and comply with, the agreement.
 - Are free from material, manufacturing, construction and design faults, or other (hidden) faults.
 - Meet the conditions defined in the agreed documentation.
 - Are manufactured from adequate and new materials and, on delivery, are no more than three months old from the date of manufacture, unless otherwise agreed.
 - Otherwise comply with the relevant legal criteria.
- 3.2. The supplier will grant *ST* access, if requested, throughout the production process, in order to approve the (partially) manufactured products. If requested, the supplier will make test and measurement equipment available to *ST* staff, at no charge, and will provide support as and when required. *ST* retains the right to have the (partially) manufactured good tested by an independent body. Should this body reject the products, the costs of testing by the independent body will be paid by the supplier.
- 3.3. The supplier must maintain a security system with respect to the corporate process that is compliant with, or equal to, the ISO standard (ISO 27001:2005). *ST* retains the right, as far this complies with its management system, to carry out (or commission) audits of the aforementioned process.

4. Hazardous substances and/or components

- 4.1. The supplier declares that the products meet the appropriate legal criteria and do not contain any prohibited substances and/or components. The products also may not contain any substances that cannot be processed via a standard waste-processing system. If requested, the supplier will provide insight into the extent to which the design of the products has taken account of their environmental impact.
- 4.2. If requested by *ST*, the supplier will provide a list of the substances and/or components included in the products, indicating those which are hazardous to humans, companies or the environment. The supplier is responsible for providing up-to-date, accurate and complete information.
- 4.3. The supplier indicates which parts of the product can be reused or recycled at the end of the product's lifespan, other than through combustion or incineration. *ST* must be able to return such products to the supplier, possibly receiving a suitable payment for waste processing/recycling.

5. Prices

- 5.1. The agreed prices are fixed and cannot be offset, are indicated in euro (unless otherwise agreed), excluding BTW (sales tax) and are based on the supply condition 'delivered duty paid' (DDP). The delivery address is Schiphol Oost or another agreed address.

6. Supply and risk

- 6.1. With respect to the interpretation of delivery conditions, the 'Incoterms' (2000 edition) published by the International Chamber of Commerce in Paris, applies.
- 6.2. Unless otherwise agreed, part deliveries are not allowed. All agreed delivery dates and periods are considered firm deadlines, and any failure to meet a deadline means the supplier immediately infringes the agreement, without any notice of default being issued. Each shipment must be complete and accompanied (if applicable) by an adequately specified delivery note and all accompanying documentation (such as quality and guarantee certificates, maintenance and instruction manuals, drawings, and technical manuals).
- 6.3. Should the supplier not supply the entire shipment in a professional manner on the agreed date, or within the agreed delivery time period, then the supplier (without any further reminder, warning or notice of default) will be liable to pay a fine of 0.2% of the price for every working day the shipment is delayed, up to a maximum of 10% of the value of the order. This fine is independent of, and does not inhibit, *ST*'s right to claim damages and/or the right to demand complete compliance with the purchase criteria. As soon as the supplier knows, or can reasonably be expected to know, that the delivery of products will be delayed, *ST* should be informed immediately in writing (fax or e-mail is also allowed), stating the reason for the delay, the measures taken (and to be taken) by the supplier to prevent further delay, and the new delivery date. However, none of the above effects *ST*'s rights as defined in Clause 13.
- 6.4. All products must be delivered in a well-packed manner, unless otherwise agreed, in the original packaging. Packaging materials may be returned to the supplier, if requested by *ST*. In this case the return of packaging materials will be paid for by the supplier, on an own-risk basis.
- 6.5. The risk of loss or damage to products is transferred to *ST* once *ST* has received the products and relevant transport documentation, and has signed for receipt. Should the agreement include the installation of products, the risk is transferred to *ST* when the installation has been completed or (if agreed) after the acceptance protocol has been signed by both parties. If products are rejected by *ST* then the risk returns to the supplier three days after *ST* notifies the supplier that the products are not acceptable and are ready to be collected.
- 6.6. Ownership of the products delivered by the supplier is transferred from the supplier to *ST* at the time of delivery or payment by *ST*, whichever occurs first.

7. Approval and acceptance

- 7.1. Within a period of calendar 60 days (calculated from the delivery date) *ST* retains the right to reject (part of) the products, if those do not meet the conditions of the agreement. If *ST* indicates that it plans to do so, the supplier has the right (at own costs) and within five working days after receipt of the notification and at the request of *ST*:
 - to supply the remaining products;
 - to collect the rejected products and have them replaced/repaired.
- 7.2. If the rejected products are not collected then these will be returned to the supplier at the supplier's own costs. Both ownership and risk are transferred back to the supplier at the point of collection/return.
- 7.3. The products may be resubmitted for approval after repair or replacement. All costs involved are to be paid by the supplier. If the products are rejected for a second time then the supplier, initially and if requested by *ST*, must still meet its delivery obligations.
- 7.4. If products are rejected for a second time, *ST* may invoke Clause 13 of these conditions.

8. Guarantee

- 8.1. If *ST* finds, within a period of 12 months (calculated from the delivery date) that (part of) the products are defect, the supplier (regardless of what is defined elsewhere in this document) must repair or replace the products – at supplier's own cost - within four weeks of receiving written notification from *ST*.
- 8.2. The term 'defect' is understood in this clause to mean: non-compliance of products with the agreement, unless this is a result of normal 'wear and tear'. In urgent cases, *ST* may have (parts of) the product repaired by its own customers. These repair costs will be charged to the supplier. If requested, the supplier will advise *ST* (free of charge).

9. Invoicing and payment

- 9.1. The supplier may not invoice *ST* until the products have been delivered to *ST* and have been accepted. *ST*'s standard payment period is 30 days.
- 9.2. The supplier lists the relevant contract/purchase order number on the invoice, plus any other *ST*-supplied administrative details.
- 9.3. All other taxes and/or duties are paid by the supplier.
- 9.4. *ST* is authorised to deduct any amounts owed to *ST* (for whatever reason) by the supplier from any amounts that *ST* owes to the supplier.

10. Intellectual property rights

- 10.1. The supplier guarantees that the use (including resale) of the products and/or services that it has delivered do not infringe any patent, trademark, model, image, textual and author's rights or any other intellectual property rights.
- 10.2. Should any patentable product arise as a result of this agreement, as defined under sub-clause 10.1, or if such a right can be confirmed, *ST* will become the owner of this right from the point that this exists.
- 10.3. The supplier is obliged to provide *ST* with all necessary data and provide all assistance necessary to obtain the rights described in sub-clause 10.2.
- 10.4. The supplier agrees not to use the name *ST*, as well as the trade name *ST* and/or any other trademark or image from, or in use at, *ST*, in any form of publication, unless prior written permission is obtained from *ST*. The aforementioned rights also include taking photographs, recordings or other media or image material showing the airport, *ST*'s network, or where parts thereof are visible.
- 10.5. As far as intellectual property rights of the supplier or third party rest on the products and/or documentation and/or services, *ST* must be granted unlimited user's rights, as well as the right to allocate user's rights to its clients.
- 10.6. The supplier must indemnify *ST* against liability claims from third parties.
- 10.7. Should the use of the products and/or services constitute an infringement of third-party rights, as discussed in this clause, the supplier will pay for, and in consultation with *ST* will:
 - replace the products involved with an equal product that do not infringe the rights of third parties;
 - obtain user's rights for the relevant product;
 - change the products such that they no longer infringe the aforementioned third-party rights.
- 10.8. Regardless of that defined in the previous clause, the supplier will pay for all costs incurred by *ST*.

11. Liability and indemnification

- 11.1. The total liability of the supplier due to accountable shortfalls in complying with the agreement, with the exception of the situation mentioned under sub-clause 11.6, is limited to direct damages.
- 11.2. Direct damages include:
 - a. The reasonable costs incurred by *ST* due to the necessity of keeping its old system and/or associated provisions operational for a longer period.
 - b. The reasonable costs incurred by *ST* for the necessity of hiring in resources to keep the business running.
 - c. The reasonable costs incurred in determining the cause and extent of the damage, in as much as this determination is related to direct damage as covered in this agreement.
 - d. The reasonable costs incurred to prevent or limit damage, where *ST* can prove that these costs actually led to limiting the direct damage as covered in this agreement.
- 11.3. Before incurring any costs as described in the second sub-clause of this section, *ST* will give the supplier the opportunity to take the necessary measures to prevent or limit the damage.
- 11.4. The supplier is not liable vis-a-vis *ST* for indirect damage; including, but not limited to: financial loss, reduced profits and/or turnover and missed savings.
- 11.5. The supplier's liability for damages due to death or physical injury or due to material damage of products amounts to a maximum of € 1,250,000 (one and a quarter million euro).
- 11.6. The liability limitation ceases if there is any deliberate attempt to damage, negligence and/or proven insufficient response by the supplier. In that case, supplier is also liable for all indirect damages.

- 11.7. The supplier indemnifies *ST* against claims from third parties for damages and fines, should these claims result from an illegal act or accountable shortcoming by the supplier.
- 11.8. The supplier must carry adequate liability insurance, and must take all necessary measures that could reasonably be expected to prevent and/or limit any damage. Damage should be reported in writing as soon as possible after the damage is discovered. The supplier must provide on first request, within thirty (30) days after this request, an insurance certificate from its insurance company stating the categories and amount covered, plus the policy number. The supplier must also provide on first request, within thirty (30) days after this request, proof that all insurance premiums have been paid.

12. Personnel, resources and materials

- 12.1. The personnel that supplier hires to implement the agreement must meet any special criteria set by *ST* and, if such criteria are not defined, the staff must at least meet the general criteria for competence and expertise.
- 12.2. Should *ST* reasonably decide that the supplier has hired insufficiently qualified staff then *ST* is authorised to demand the removal of the respective personnel, and the supplier is obliged to replace them immediately, taking into account the conditions defined in sub-clause 12.1 of this clause.
- 12.3. Partially referring to clause 3 of these conditions, *ST* has the authority to inspect and approve of all materials and resources used in the implementation of the agreement, including tools, and to identify the supplier's personnel who are implementing the agreement.
- 12.4. Should *ST* reasonably decide (during inspection or approval tests) to reject the materials and resources used by the supplier to implement the agreement, as mentioned in the previous clause, the supplier is obliged to immediately replace all rejected materials and resources.
- 12.5. The supplier ensures that the staff it assigns to work on the terrains and/or in the buildings belonging to *ST* have the necessary access badges, conform the current regulations.
- 12.6. Unless otherwise agreed in writing, the supplier must ensure that its presence and that of its personnel on the terrains and in the buildings belonging to *ST*, do not hinder the continuous progress of the work carried out by *ST* and other parties.
- 12.7. Before starting to implement the agreement, the supplier and its personnel must understand the current regulations and instructions applicable on the terrains and in the buildings belonging to *ST*, including the prevailing regulations (General Airport Regulations, Additional Airport Regulations, Household Regulations of Schiphol Airport and, if applicable, the "Schipholpas" conditions), as well as the instructions and regulations concerning security, health and safety, and the environment, and must behave accordingly.
- 12.8. A copy of the aforementioned instructions and regulations will immediately be sent to the supplier on request (free of charge).
- 12.9. The supplier is obliged to meet its legal obligations with respect to paying (in a timely manner) premiums for employee insurance, national insurance and income tax, as well as paying sales tax relating to the order awarded to the supplier and, where applicable, to comply with any CAO (collective labour agreement). Should *ST* be approached by the Dutch tax authorities (Belastingdienst) and/or any administrative entity to pay the sales tax, income tax, national insurance contributions and/or employees insurance on behalf of the supplier, *ST* retains the right to pass these costs (including an interest, fines and other costs incurred) onto the supplier. Should *ST* consider that the supplier is not able to comply fully with the aforementioned obligations, *ST* is not obliged to pay any amount to the supplier.
- 12.10. Any materials made available by *ST* to the supplier, or materials provided by the supplier under the agreement (materials specifically made for *ST*, drawings, calculations, models, templates, instructions, specifications, quality/approval/guarantee certificates, service manuals, instruction books, manuals and other resources and documentation) remain under *ST* ownership or become the ownership of *ST* from the point of purchase or production.
- 12.11. The supplier is obliged to mark the resources and documentation referred to in the previous clause as being owned by *ST*, to keep this in good condition and to insure this against all risks as long as the supplier continues to 'hold' such resources and documentation.

- 12.12 The resources and documentation will be made available to *ST* on first request, or simultaneously with the final delivery of the products and/or services to which the resources and documentation refer.
- 12.13 The supplier will not use the resources and documentation described under sub-clause 12.10 for any other purpose than for delivery to *ST*, unless prior written permission is obtained from *ST*.

13. Cancellation and termination

- 13.1. *ST* retains the right to terminate the agreement, without notice of default or legal intervention, by informing the supplier in writing that the agreement is entirely/partially terminated with immediate effect, if:
- The supplier does not (completely) fulfil an obligation that results from the agreement; and/or
 - The supplier is declared bankrupt, bankruptcy is requested, a moratorium on payments is granted (or a request for such is submitted), the company is liquidated or products are impounded, or if the supplier transfers (any part of) the company (in any shape or form) to a third party.
- 13.2. Unless the supplier cannot be held accountable for a shortcoming, the supplier is obliged to reimburse *ST* for all costs and damages incurred, including *ST*'s costs for legal assistance by one or more lawyers, as a result of (or resulting from) the supplier's failure to fulfil its obligations under the agreement.
- 13.3. The aforementioned non-accountable failure (force majeure) does not include the failure, whether or not it is accountable, by sub-contractors of the supplier, sickness by the supplier's or sub-contractor's personnel, machinery or production faults (other than those incurred by the supplier itself due to acts of war, natural disasters, fire or explosions not caused by the supplier), strikes, and those causes that cannot reasonably be considered as the responsibility of the supplier.

14. Confidentiality

- 14.1. All information provided under the agreement to the supplier by *ST* (sketches, models, drawings, designs, specifications, data, documents and other corporate information) may only be used by the supplier for the purposes for which the information was made available, and remains the ownership of *ST* at all times. A non-disclosure agreement must be signed by both parties.

15. Transfer

- 15.1. Without prior written permission by *ST* the supplier is not allowed to transfer the agreement (or the obligations resulting from all or part thereof) to a third party, or allow another party to implement the agreement.
- 15.2. *ST* retains the right to give the aforementioned permission, but only under certain conditions.

16. General conditions

- 16.1. Modifications to the agreement must always be agreed in writing.
- 16.2. Should one or more conditions of the agreement be declared null and void, non-feasible or otherwise non-binding, the other conditions of the agreement remain valid. In this case, parties will attempt to replace the null and void, quashed or non-binding conditions with other valid conditions that are as close as possible to the objective of the quashed or non-binding conditions, as well as the agreement in its entirety.

17. Applicable legislation and jurisdiction

- 17.1. The law of the Netherlands applies to the agreements made between the various parties.
- 17.2. Disputes resulting from the agreement, if they cannot be settled amicably, will be submitted to the competent court in Haarlem.

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