Gate Gourmet KCS Schiphol B.V.

General Purchase Conditions

1. Definitions

1.1 *Quotation:*
An offer in the sense of Article 6:217 paragraph 1 of the Dutch Civil Code.

1.2 *KCS:*
The private company with limited liability KLM Catering Services Schiphol B.V., or a legal entity connected to it that makes use of these Purchase Conditions.

1.3 *Supplier:*
The party that undertakes to supply goods to KCS.

1.4 *Delivery/deliveries:*
All goods delivered by the Supplier on the instructions of KCS.

1.5 *Delivery:*
Transferring ownership of Goods to KCS.

1.6 *Goods:*
All items and all property rights in the sense of Article 3:1 of the Dutch Civil Code.

1.7 *Agreement:*
All that has been agreed between KCS and the Supplier, including any appendices declared applicable in the agreement.

2. Applicability

2.1 Unless expressly agreed otherwise in writing, these General Purchase Conditions apply to all legal relationships between KCS and the Supplier.

2.2 KCS hereby expressly rejects the Supplier's general terms and conditions.

3. Quotation and establishment of Agreement

3.1 KCS can withdraw or modify a Request for Quotation at any time. KCS will not compensate for any costs or damages associated with this, unless otherwise agreed in writing. Quotations must be complete and include the necessary and/or requested specifications and documentation. The Supplier must detail any deviations from the Request for Quotation in their Quotation.

3.2 The term of validity for the Supplier's Quotation is 90 days, or as much longer or shorter as specified in the Request for Quotation. The term of validity begins on the day the period for submitting tenders closes or on the day specified in the Request for Quotation.

3.3 An Agreement is established after KCS has sent an explicit written acceptance of the Supplier's Quotation by means of an order via email to the Supplier.

3.4 An intention to award does not imply acceptance as referred to in the previous paragraph or in the sense of Article 6:217 paragraph 1 of the Dutch Civil Code.

3.5 All actions taken by the Supplier prior to the establishment of the Agreement are at the expense and risk of the Supplier.

3.6 The price, delivery time, quality and quantity of the Deliveries are determined by the content of the Agreement.

4. Packaging

4.1 The Supplier is responsible for proper packaging, as well as for adequate security and transportation of the Goods, so that they reach the Delivery location in good condition and unloading can take place safely there. The Supplier is responsible for complying with Dutch, European, and international regulations regarding packaging.

4.2 Upon request, the Supplier will take back all packaging free of charge, unless otherwise agreed in writing.

5. Delivery

5.1 The Delivery of Goods to KCS is subject to the entirety of Sections 1 to 7 of Title 1 of Book 7 of the Dutch Civil Code, unless deviated from in these Purchase Conditions. In the event of a failure in the performance of the seller's obligations, the rights and claims granted to the buyer by law are not limited or excluded. The Supplier delivers the Goods in accordance with the most current applicable Incoterm DDP (Delivered Duty Paid) at the time of entering into the Agreement, as established by the International Chamber of Commerce (ICC). If, in the context of performing work, Goods are delivered that are processed in that work, the provisions in this article do not apply to those Deliveries.

5.2 Delivery takes place exclusively on weekdays at the previously indicated delivery address no earlier than two weeks before the agreed Delivery date. If the Supplier has not received a delivery address, they are to contact KCS in advance. Partial deliveries are not allowed without prior consent from KCS.

5.3 If KCS rejects the Goods with justification, the Supplier will collect the Goods at their own expense.

5.4 KCS will inspect the Goods for visible defects and with reference to the agreed specifications. The Supplier acknowledges that KCS's obligation to inspect the delivered Goods, as referred to in Article 7:23 paragraph 1 of the Dutch Civil Code, lasts no longer than four (4) weeks after Delivery. Defects that could not reasonably have been discovered during this inspection (hidden defects) must be reported by KCS within a reasonable time after KCS has actually discovered them.

5.5 The Supplier provides at least a warranty of 12 months from the moment KCS has approved the Goods, unless otherwise agreed in writing. This warranty is without prejudice to the liability of the Supplier under the Dutch Civil Code.

5.6 The Supplier guarantees that parts for Goods can be supplied for a term of at least five years after Delivery of the Goods, or a term agreed upon in writing.

5.7 During the warranty period, the Supplier will, at their own expense and risk, remedy all defects in the delivered Goods by repair or replacement, within the reasonable period set by KCS upon first request.

5.8 During the period specified in the Dutch Civil Code for this purpose, the Supplier will, at their own expense and risk, remedy all defects in the delivered Goods by repair or replacement within the reasonable period set by KCS upon first request.

6. Amendment of Agreement

6.1 KCS is entitled to amend and/or supplement the Agreement and these Purchase Conditions in writing. KCS will notify the Supplier of an amendment to the Agreement in writing and in a timely manner. In the event of a change to the Purchase Conditions, KCS will notify the Supplier in writing of the changes at least one month before the amended Purchase Conditions come into effect.

6.2 Upon request by KCS, the Supplier will carry out all amendments to the scope and/or nature of the Agreement indicated by KCS, provided that the Supplier can reasonably be expected to implement these amendments and that there is agreement between the Parties on the consequences of these amendments for the price and the performance or delivery period.

7. Prices/payment

7.1 The agreed price is fixed and the Supplier cannot increase it without prior written consent from KCS. The Supplier will carry out invoicing after the timely and correct fulfilment of its delivery obligations, taking into account a payment term of thirty days. The Supplier must specify the KCS order number on the invoice. KCS is entitled to offset counterclaims against the Supplier, regardless of the currency in which they are denominated and even if they are unenforceable.

8. Quality, inspection and warranty

8.1 The Supplier guarantees that the delivered Goods comply with the Agreement, with generally applicable standards, and with the regulations under or pursuant to legislation or treaty regarding, but not limited to, safety, health and the environment.

8.2 KCS is entitled to inspect the Goods and the Supplier will provide assistance as necessary.

8.3 To the extent that the Supplier makes use of recommendations from KCS regarding the method of production, it is expressly stated that such recommendations do not detract from the Supplier's responsibility for delivering Goods that are suitable for the purpose for which they are intended.

9. Termination

9.1 Each of the Parties is entitled to terminate the established Agreement without further notice of default or judicial intervention, in whole or in part, if:

a. an application for bankruptcy has been filed or declared against the other Party, or, whether or not temporarily, an application for or granting of suspension of payments has been made;
b. the other Party merges, splits, or in any way transfers part or all of its business outside the group to which the relevant Party belonged at the time of the conclusion of the Agreement;
c. the other Party is in a situation of force majeure for more than forty (40) days.
d. KCS is also entitled to terminate the Agreement if, in the sole opinion of KCS, the fulfilment of the obligations will be permanently impossible.

9.2 Regardless of whether KCS exercises its right to terminate, the Supplier will compensate for damages and costs, including any additional costs in the event that KCS decides to place orders elsewhere to meet its need for the Goods included under this order.

9.3 Each Party is entitled to terminate the Agreement with due observance of a notice period as specified in the Agreement. If no notice period is included in the Agreement, the Agreement may be terminated with due observance of a reasonable notice period, taking into account the duration of the Agreement.

10. Failure to perform

10.1 If one of the Parties fails in the performance of the Agreement and/or these Purchase Conditions, the other Party may issue the defaulting Party a notice of default. The defaulting Party is, however, immediately in default if the performance of the relevant obligations, other than due to force majeure as referred to in article 10.3, has already become permanently impossible within the agreed term. The notice of default is issued by registered letter, granting the defaulting Party a reasonable period to fulfil their obligations. The end of this period is regarded as a final deadline. If the defaulting Party does not fulfil their obligations within this period, they are in default.

10.2 Each Party is entitled to terminate the Agreement with immediate effect, without judicial intervention and without notice of default, if the other Party is in default, except to the extent that termination – considering the circumstances of the case, including the seriousness of the default – would be contrary to reasonableness and fairness. Each termination takes place by means of a registered letter.

10.3 The Contractor can only invoke force majeure against the Client if the Contractor notifies the Client in writing of the invocation of force majeure as soon as possible, providing supporting evidence.

11. Indemnity and insurance

11.1 The Supplier indemnifies KCS against all claims, damages and costs from third parties resulting from the Supplier's failure to fulfil any obligation arising from this transaction properly or at all. The Supplier indemnifies KCS against all claims, lawsuits, costs and damages from third parties resulting from defects in the Deliveries. KCS will inform the Supplier as soon as possible of any notices or claims from third parties and will provide the Supplier with all data and documents in its possession that are relevant for the defence.

11.2 The Supplier is to be adequately insured from the moment the Agreement is entered into and must remain adequately insured during the performance of the Agreement, by means of a corporate liability insurance and a product liability insurance with a minimum coverage of EUR 1,000,000 per incident per year. The Supplier is to also be insured against consequential damage, financial loss, and the cost of product recalls.

12. Special tools and aids

12.1 If the Supplier manufactures special tools or aids in connection with an order from KCS, the costs for these are deemed to be included in the agreed price unless expressly agreed otherwise.

13. Outsourcing to third parties

13.1 The Supplier is not permitted to have an order for delivery, manufacturing, repair, processing of goods or provision of services carried out in whole or in part by a third party, unless KCS has expressly granted written consent for this. Conditions may be attached to this consent. The Supplier remains fully responsible and liable for the proper performance of the Deliveries at all times, regardless of outsourcing.

14. Disclosure obligation and confidentiality

14.1 The Supplier declares that it has provided and will provide KCS with all information and details about all facts and circumstances that may be relevant to KCS, and has not withheld and will not withhold any Information. The Supplier will not disclose any information regarding this agreement and/or goods related to KCS, of which they are aware due to their relationship with KCS, to third parties without prior written consent from KCS. The use of the name of KCS by the Supplier for advertising purposes is only permitted with written consent from KCS.

15. Transfer of ownership and risk

15.1 The ownership of the delivered Goods is transferred at the moment of Delivery or at the moment of advance payment, interim payment or payment. The risk transfers to KCS upon acceptance of the Goods by KCS. The Supplier waives the right of recovery and the right of retention of title against KCS.

15.2 The acceptance of the Goods will take place by means of a written statement from KCS, after Delivery of the Goods and their installation, where applicable. If KCS does not accept the Goods, KCS will provide a reasoned explanation for why acceptance is withheld.

16. Applicable law and disputes

16.1 The Agreement is governed exclusively by Dutch law. All disputes concerning the conclusion, interpretation or performance of the Agreement, as well as any other dispute concerning or related to the Agreement, will always be settled by the competent court in Haarlem.

16.2 The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.

These General Purchase Conditions have also been filed with the Chamber of Commerce in Amsterdam (most recently on 02 Oktober 2026) under no. 34084170.

Without prejudice to the filing and Article 2: agreed and signed by the Supplier.

Date and place:……..

Signature: