

**1. General**
**1.1 Purchase Order:**

a form used by KCS and defined as such;

**1.2 KCS:**

KLM Catering Services Schiphol bv and/or its affiliated legal entities applying these purchase conditions;

**1.3 Supplier:**

Those who undertake to deliver goods and/or services to KCS;

**1.4 Deliveries:**

All goods and/or services delivered by the Supplier pursuant to an order from KCS.

**2. Applicability**

2.1 Unless explicitly agreed otherwise in writing, the following conditions shall apply to any and all legal relationships existing between KCS and the Supplier.

2.2 Delivery conditions adopted by the Supplier are hereby expressly rejected, unless they have been explicitly accepted in writing by KCS.

**3. Conclusion of Agreement**

3.1 An agreement to deliver goods or services to KCS shall be deemed to have been concluded upon KCS's receipt of an unaltered Purchase Order signed by the Supplier. If no Purchase Order is used or if a Purchase Order is altered, the agreement shall be concluded if the substance of that Order is apparent from a written document signed by KCS and Supplier, which document must clearly show the unconditional acceptance by KCS of the substance of the agreement.

3.2 If the Supplier fails to respond to or does not reject (other than in the manner set out under 2.1) a Purchase Order or written document confirming KCS's order within three business days of receipt, or if the Supplier commences performance of the order, an agreement for the delivery of goods and/or services to KCS shall be deemed to have been concluded.

3.3 The prices, period of delivery, quality and quantity of the Deliveries shall be determined by the contents of the Purchase Order. It may also be determined by a written document signed by KCS and Supplier in as far as: (a) an agreement has been concluded by means of that written document; (b) in the event the price, the period of delivery and quantity of the Deliveries deviate from the contents of the Purchase Order.

3.4 KCS is entitled to alter the agreed quantity of goods and/or services until delivery by the Supplier, which alteration Supplier shall accommodate if reasonably possible. Such alterations shall be communicated by KCS in writing.

**4. Packaging and forwarding**

4.1 In order to warrant the proper delivery of the goods, the Supplier shall be obliged to pack the goods properly for forwarding to the place of delivery. The goods shall be forwarded at the Supplier's risk and expense. If KCS has given instructions in respect thereof, packaging and forwarding must take place in accordance with KCS's instructions.

**5. Delivery**

5.1 The goods shall be free delivered. Deliveries of goods ordered by KCS shall be accompanied by a packer's form stating KCS's order number. The packaging of the goods shall state KCS's order number and article code, as well as the contents of the package. The Supplier shall deliver the goods on the agreed date and to the agreed place of delivery or perform the services on the agreed date. The Supplier shall promptly notify KCS in writing if circumstances arise which could delay the date of delivery. Notification shall not imply KCS's acceptance of such delivery date. KCS reserves its rights to rescind the contract in such an event, without prejudice to KCS's right to indemnification and without any obligation for KCS to indemnify the Supplier.

**6. Acceptance of deliveries**

6.1 The delivered goods or services shall be inspected and approved by KCS within a reasonable period after delivery. Goods or services which do not fully meet with KCS's requirements may be rejected without costs, in which case KCS shall give the Supplier notice of the rejection. KCS may, at its discretion, allow the Supplier an opportunity to redeliver the goods or services. After communicating its rejection of the goods, KCS may either retain the goods in its possession at the risk of the Supplier or return the goods to the Supplier at the expense and risk of the latter. In the event of rejection, the Supplier shall be obliged to reimburse KCS for all expenses incurred in connection with the order as well as to refund the purchase price that has in the meantime been paid by KCS, without prejudice to KCS's right to indemnification.

**7. Prices/payment**

7.1 The agreed price shall be fixed and may not be increased by the Supplier without KCS's prior written consent. The Supplier shall invoice the goods after the timely and proper performance of its delivery obligations; the term for payment shall be sixty days. The Supplier shall state KCS's order number on the invoice. KCS shall be entitled to offset any claims it may have against the Supplier, regardless of the currency in which the claim concerned is expressed and regardless of whether the claim is enforceable.

**8. Quality control and inspection**

8.1 The Supplier warrants that Deliveries conform to the legal or the quality requirement set by KCS or to the by both Parties agreed quality requirements and that proper materials and expert personnel will be used for the performance of activities with respect to the Delivery. The Supplier shall allow officials designated by KCS to inspect the goods prior to delivery and shall grant them access to all the facilities required for this purpose.

**9. Warranty**

9.1 The supplier warrants that all goods and/or services delivered will be suitable for the purpose for which they are intended, that the goods do not deviate from the agreed quantity, the goods and/or services are of good quality and free of defects, including latent defects. Insofar as the Supplier relies on the advice of KCS for the method of manufacture, it is explicitly provided that such advice shall in no way detract from the Supplier's responsibility to deliver goods or services which are suitable for the purpose for which they are intended.

**10. Rescission**

10.1 KCS shall be entitled to alter or recall the order until receipt of the Supplier's confirmation order of, if no order confirmation has been received until the Supplier has commenced performance of the order. In addition, KCS shall be entitled to rescind the agreement in whole or in part without further notification or judicial recourse if:

- the goods or services do not conform to the description or quantity of the deliveries as referred to in the Purchase Order or agreement;
- the agreed delivery date is exceeded, irrespective of the cause of the delay, including force majeure;
- the Supplier fails to properly or timely perform any other obligation arising from the agreement;
- the Supplier is declared bankrupt, applies for suspension of payment, liquidates its business or assigns it to third parties;
- the Supplier is not in possession of product liability insurance which, in KCS's opinion, provides adequate cover, or the Supplier refuses on KCS's first request to supply KCS with the conditions of product liability insurance taken out by the Supplier.

Irrespective of whether KCS exercises its rights of cancellation, the Supplier shall reimburse the damage and costs which KCS incurs as a result of the matters referred to in a., b. and c. of this article, including any additional costs if KCS decides to place the order elsewhere in order to satisfy the demand for goods or services specified in this order. If the events referred to under b. and c. of this article are the results of force majeure, the Supplier shall not be obliged to reimburse damage and costs, provided that the Supplier notified KCS in writing as soon as the circumstances occurred which were likely to delay the delivery date.

**11. Indemnification**

11.1 The Supplier shall indemnify KCS against all claims, damages and costs of third parties as a result of the Supplier's failure to perform properly any obligation arising out of the present transaction. The Supplier shall indemnify KCS against all claims, proceedings, costs and damages claimed by third parties as a result of any defect in the Deliveries. KCS shall inform the Supplier as soon as possible of the service of notices or claims by third parties and shall provide the Supplier with all available data and documents to the defense. The Supplier shall be entitled to negotiate directly with the claimant and to conduct or take over legal proceedings against the latter.

**12. Special tools and equipment**

12.1 If the Supplier manufactures special tools or equipment in connection with the order placed by KCS, the costs thereof are deemed to have been included in the agreed price, unless explicitly agreed otherwise.

**13. Subcontracting**

13.1 The Supplier shall not be permitted to have all or part of an order for the deliver, manufacture, repair or processing of goods carried out by a third party, unless KCS has explicitly granted consent in writing for this purpose. Such consent may be made conditional. The Supplier shall, however, at all times remain fully responsible and liable for the work contracted out.

**14. Duty to provide information and observe confidentiality**

14.1 The Supplier declares that he has provided and will provide KCS with all data and information about facts and circumstances which may be of importance for KCS and has not kept back and shall not keep back any information. Without the prior written consent of KCS, the Supplier shall not provide third parties with any information about the order and/or matters regarding KCS, which have come to his attention as a result of his relationship with KCS.

**15. Risk of loss or damages**

15.1 All goods which KCS makes available to the Supplier in relation to each transaction (including special tools and equipment, as well as specifications, drawings, models and recipes) shall remain the property of KCS and may only be given to the Supplier in loan. Such goods may be used only for the implementation of orders placed by KCS and shall be returned to KCS at KCS's first request. The Supplier is not entitled any right of lien in respect the goods.

Any use for purposes other than KCS orders, particularly on behalf of third parties, is permitted only if this has been agreed in writing by KCS. The risk of loss or damage to such goods shall be borne by the Supplier. The Supplier shall ensure that the goods owned by KCS are identified as such and stored separately. The Supplier shall be under an obligation to promptly notify KCS if:

- any third party alleges a right to goods owned by KCS and/or has such goods attached;
- the Supplier intends to file an application for a (provisional) suspension of payments;
- the Supplier has obtained a (provisional) suspension of payments;
- The Supplier intends to file for voluntary liquidation;
- the Supplier becomes aware that one or more of its creditors intend to file for its liquidation;
- the Supplier is in liquidation.

KCS shall at all times be entitled to repossess the goods it owns from the place where they are located. The Supplier hereby grants KCS irrevocable authority to enter all premises used by for the Supplier in such an event.

**16. Amendment**

16.1 Amendments to these conditions shall be valid only if and insofar as they have been explicitly agreed in writing.

**17. Dispute**

17.1 The laws of the Netherlands shall apply to the Purchase Order and any agreement arising there from. The Amsterdam Court shall be competent to hear all disputes regarding the establishment, interpretation or execution of the Purchase Order and any other disputes relating to or connected with the Purchase Order.

In accordance with Supplier ..... (company name)

Date and place .....

Signature