



KLM-VAT-number is NL004983269B01

Purchase order
Number : 4700589890
Contract:

PO: 4700589890
 Supplier code: 9000099111
 Order date: 29.11.2014
 PO Change date: 29.11.2014 at 17:06
 Previous Print date: 29.11.2014

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Please deliver to:

KLM N V - KLM Royal Dutch Airlines
 Tupolevlaan 2 t/m 24a
 1119 NX Schiphol-Rijk
 NL
Building: 879
Floor/Room: 0/V1K4
Name: Ilonka Bell
 020-6496119
Department: SPL/XV
Shopping Cart number: 12082009

Company

TCS Netherlands BV
 Symphony Towers, 20th and 21st floor
 Gustav Mahlerplein 85-91
 1082 MS AMSTERDAM
 NETHERLANDS

Item	Material Description	Required on Date	Price per Unit	Qty	Unit	Net value
1	Webshop AMS Nov 2014 Your reference: KL-ICT-001 Item attachments : SOW Webshop Maintenance (AMS) V9 Notes : Webshop # AMS # Nov 2014 Start date 1 Nov 2014	01.12.2014	7.257,60 EUR	1	/1	7.257,60 EUR
2	Webshop AMS Dec 2014 Your reference: KL-ICT-001 Notes : Webshop # AMS # Dec 2014 XF0C01TC	31.12.2014	7.257,60 EUR	1	/1	7.257,60 EUR
TOTAL (excl. taxes)						14.515,20 EUR

Shipping method:
 Payment terms: 60 days / Invoice date
 Taxes: EXEMPT

Admin number: 93401
 Cost Center: 0017
 Department: SPL/XV

Sign

Return acknowledge copy to/Your contact
 Purch Grp KL - IS - ICT General
 Tel:
 Fax:
 E-mail: Orderbeheer@klm.com

Invoice to
 KLM N V
 KLM Royal Dutch Airlines
 KLM Accounts Payable
 Postbus 7711
 1117 ZL SCHIPHOL
 AP.registration@klm.com

GENERAL CONDITIONS OF PURCHASE

(Revised February 2007)

1. Applicable law

The conditions and instructions referred to below and on the reverse side shall be applicable to all deliveries to KLM. Unless explicitly agreed otherwise in writing elsewhere, the following conditions shall apply to all deliveries to KLM.

Any delivery conditions which have been prescribed by the supplier shall not be binding, unless they have been explicitly accepted by KLM in writing.

Dutch law shall apply to the Order.

2. Order confirmation

The supplier shall notify KLM within five (5) Work Days after receipt of an Order that the Order has been received and accepted, and only after receipt by KLM of such acceptance shall the Order be deemed to have been officially placed.

The supplier shall not commence the performance of any work until receipt by The supplier of KLM's explicit Order thereto. Any work not based on such an Order shall be performed entirely for the account and risk of SUPPLIER.

3. Packaging and forwarding

The supplier shall be obliged to pack the goods properly for forwarding to the place of delivery, the same in accordance with the instructions of KLM.

4. Delivery

The supplier shall deliver the goods on the agreed delivery date and at the agreed place of delivery.

The supplier shall notify KLM in writing without delay if circumstances arise which mean that the shipping date referred to on the reverse side is likely to be exceeded.

5. Acceptance of deliveries

The goods delivered shall be inspected and approved by KLM within a reasonable period after delivery. Goods which do not fully meet KLM's requirements may be rejected, in which case KLM shall give notice of the rejection to the supplier.

KLM may, if it considers it worthwhile, give the supplier the opportunity to make a fresh delivery of goods.

After communicating its rejection of the goods, KLM may retain the goods in its possession at the risk of the supplier until further instructions have been received from the supplier, or may return the goods to the supplier at the expense and risk of the latter. In the event of rejection of the goods, the supplier shall be obliged to reimburse KLM for all expenses incurred by KLM in connection with the Order.

6. Quality control and inspection

The supplier shall be responsible for effective quality control.

The supplier shall allow officials designated by KLM and officials of the Civil Aviation Authority as well as other competent governmental authorities to inspect the goods prior to delivery and shall grant them all facilities required for this purpose.

7. Warranty

The supplier warrants that all goods delivered are suitable for the purpose for which they are intended, that the goods are of good quality and free of defects, including latent defects in the material or the method of manufacture.

In so far as the supplier relies on the advice of KLM officials 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 which are suitable for the purpose for which they are intended.

No warranty is given by the supplier in respect of defects in the material in so far as the material has been supplied by KLM itself, or in respect of the method of manufacture have been given by KLM and the supplier has complied with such directions.

8. Cancellation

KLM shall be entitled to cancel all or part of the Order without further notice of default of judicial recourse if:

- a. no written confirmation of the Order has been received from the supplier;
- b. the goods do not meet the description or quantity of the goods ordered, as referred to on the reverse side;
- c. the agreed delivery date is exceeded, irrespective of the cause of the delay, including force majeure;
- d. the supplier fails to perform any other obligation resulting from the relevant Order properly or in good time;
- e. the supplier is declared bankrupt, applies for a suspension of payment of debts, liquidates his business or assigns it to third parties.

Irrespective of whether KLM exercises its right of cancellation, the supplier shall reimburse the damage and costs which KLM incurs as a result of the matters referred to Orders elsewhere in Order to satisfy its need for the goods specified in this Order.

If the cases referred to at c and d of this article are the result of force majeure, the supplier shall not be obliged to reimburse damage and costs, provided that the supplier notified KLM in writing as soon as circumstances occurred which were likely to result in the delivery date being exceeded.

9. Indemnification

The supplier indemnifies KLM against all claims, damages and costs as a result of his failure to perform or to perform properly any obligation arising out of the present transaction. The supplier indemnifies KLM against all claims, proceedings, costs and damages as a result of the alleged or actual infringement of the rights of third parties, in particular of their patents, copyright or trademarks and other similar rights. This indemnification does not apply in so far as the goods ordered are manufactured in accordance with the models, designs or drawings supplied by KLM.

KLM 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 of importance to the defence. The supplier shall be entitled to negotiate directly with the claimant and to conduct or take over legal proceedings against the latter.

10. Special tools and equipment

If the supplier manufactures special tools or equipment in connection with an Order placed by KLM, the costs thereof are deemed to be included in the agreed price unless explicitly agreed otherwise. The costs of manufacture shall, however, be specified separately on the invoice. If it has been agreed that the costs of special tools and equipment will be amortized over the present and future Orders, the part chargeable to the present Order shall likewise be specified separately, stating the total amount of said costs and the number of units over which the total costs have been or will be amortized. Special tools and equipment manufactured by the supplier become the property of KLM and shall be placed at its disposal immediately upon request as soon as KLM has paid the costs thereof in full. If full payment for such tools and equipment has not yet been made, KLM shall be entitled to purchase them at the cost price less the amounts already paid.

11. Subcontracting

The supplier is not permitted to have all or part of an Order for the manufacture, repair or processing of goods carried out by a third party, unless KLM 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.

12. Duty to provide information and observe secrecy

The supplier declares that he has provided and will provide KLM with all data and information about facts and circumstances which may be of importance for KLM and has not kept back and will not keep back any information which might be of importance in that connection.

The supplier shall not provide third parties with any information about this Order and/or matters regarding KLM which have come to his attention as a result of his relationship with KLM, without the prior written consent of KLM.

13. Prices and payment

The prices referred to in this Order are fixed prices, unless agreed otherwise beforehand. Alterations shall be permissible only if they have been explicitly approved by KLM in writing. In so far as the delivery conditions are stated to be "free" on the reverse side, the prices shall be deemed to be free place of delivery. Transport to the place of delivery shall therefore take place explicitly at the expense and risk of the supplier. Payment shall be made after receipt and approval of the goods and the invoices.

14. Invoicing

Invoices need to refer to the KLM Purchase Order (PO) number as well as the Purchase Order item number. Each PO item must be mentioned separately on the invoice. Invoices must always mention the quantity. Differences in prices between the confirmed Order and the invoice will not be accepted. Invoices for part deliveries are accepted. Invoices must refer to only 1 (one) PO.

15. Title and risk of the goods supplied

All goods which KLM makes available to the supplier for repair, processing or conversion or for other purposes (including special tools and equipment as well as specifications, drawings and models) shall be given to the supplier on loan, remain the property of KLM, may be used only for the implementation of Orders placed by KLM and shall be returned to KLM at KLM's first request, without the supplier being able to exercise any right of lien in respect of the goods supplied. Use for purposes other than KLM Orders, particularly on behalf of third parties, is permitted only if this has been agreed to in writing by KLM. The risk of loss or damage to such goods is borne by KLM, except where such loss or damage is due to the fault of the supplier, his subordinates or subcontractors. The risk of loss or damage to other goods shall continue to be borne by the supplier, until ownership thereof has been transferred to KLM. The supplier shall ensure that the goods of which KLM is the owner are identified as such.

16. Alterations

Alterations to this Order shall be valid only in so far as they have been explicitly agreed in writing.

17. Disputes

The relevant court at Amsterdam shall be competent to hear all disputes regarding the establishment, interpretation or execution of this Order and any other dispute relating to or connected with the Order.