

General Conditions



1. **Definitions:**
The following terms in these General Conditions shall have the following meanings:
- Viggo:** Viggo Eindhoven Airport B.V. and/or Viggo Eindhoven B.V. and/or and/or Viggo Schiphol B.V. (an)other company(ies) directly and/or indirectly affiliated with Viggo Eindhoven Airport B.V. and/or Viggo Eindhoven B.V. and/or Viggo Schiphol B.V.;
 - Viggo Eindhoven Airport B.V.:** the company providing Ground Services with regard to passengers and luggage;
 - Viggo Eindhoven Airport B.V.:** the company providing Ground Services with regard to cargo;
 - Viggo Schiphol B.V.:** the company providing Ground Services with regard to cargo;
 - Management of Viggo:** the board of Directors of Viggo;
 - Customer:** the party instructing Viggo either on its own account or on the account of another legal entity in which case the party instructing Viggo shall be fully and severally bound by the present General Conditions as if the instructions were given on its own account. Any person who instructs Viggo to carry out Ground Services shall be deemed to be the authorised representative of the Customer;
 - Ground Services:** all logistics, handling, forwarding, storing, catering, supplying and the rendering of any other services for or on behalf of the Customer performed or to be performed by Viggo with regard to aircraft, persons, luggage, cargo, mail, spare parts and any other goods;
 - Price:** the prices and rates for the performance of Ground Services, as agreed between the Parties, excluding VAT, taxes and duties;
 - Party:** Viggo or the Customer;
 - Parties:** Viggo and the Customer jointly.
2. **Applicability:**
a. These General Conditions shall, without reservation, apply to all Ground Services and to all offers and agreements thereto.
b. The present General Conditions exclusively govern the relationship between the Customer and Viggo. No special or other general conditions of the Customer shall take precedence over the present General Conditions without prior written acceptance by Viggo.
4. **Performance:**
a. Viggo shall use its reasonable endeavors in respect of the performance of the Ground Services.
b. All times, time schedules or periods for the performance of Ground Services by Viggo shall be an estimate only and shall not be binding upon Viggo.
c. Viggo shall not be responsible for the suitability and/ or quality of the equipment, goods or materials used in or present during the performance of the Ground Services.
d. The Customer warrants that Viggo shall be provided in good time with all information and furnish such data as he knows or should know could be important to Viggo in respect of the performance of the Ground Services. If goods and/or activities are subject to government regulations, including inter alia dangerous goods regulations, customs and excise regulations or to tax regulations, the principal shall in good time provide all information and documents required therefor, in order to enable the Viggo to comply with such rules or regulations.
e. The Customer warrants that goods made available to Viggo for the performance of Ground Services shall be in sound packing in the agreed place, time and manner, together with the agreed documents and/or documentation and other documents required by or under the government rules and regulations. The service provider shall have the right to refuse goods which do not meet the above provisions, or goods that are in apparent damaged condition.
f. The Customer shall be liable for any inaccurate or late supply of data or documentation. The Customer is liable for any damage, loss (financial or otherwise) or delay sustained by Viggo, Viggo's servants, subcontractors or agents, caused by the Customer, the Customer's servants, subcontractors or agents, or caused by goods of any of them, or caused by any person(s) or goods which are the subject of the performance of Ground Services.
5. **Order Forms:**
a. Viggo may at its sole discretion require that an order-form is signed by (an authorized member of staff or agent of) the Customer, prior to the performance of any Ground Services.
b. The absence of an order-form, shall not discharge the Customer from any of its obligations.
6. **Offers:**
a. All quotations and offers of Viggo, including any brochures, pricelists and/or any other documents presented by Viggo are presented without engagement and do not bind Viggo.
b. Each quotation and/or offer is based upon performance by Viggo under normal circumstances at the time when the quotation or offer is issued and during normal working hours, unless explicitly set out otherwise.
7. **Price:**
a. The Price is based upon performance under normal circumstances and conditions at the time when such price are presented to the Customer by Viggo.
b. Ground Services shall be charged to the Customer at the Price in force at the date on which these Ground Services are performed. A pricelist may be obtained from Viggo upon request.
c. The Price may be subject to change if the circumstances at Viggo's sole discretion give rise to such change.
d. If for any reason any taxes, duties, charges, fines and/or penalties in respect of the Ground Services will be or have been charged to and/or paid by Viggo, the Customer will reimburse Viggo in full.
8. **Payment:**
a. Payment must be made by the Customer within 15 days from the invoice date in Dutch currency (Euro).
b. Viggo may at its sole discretion require from the Customer that sufficient security is furnished for the payment of any amount which has or will become due for payment by the Customer.
c. Payment must be made without any deduction or setting off or withholding of any nature into a bank account designated by Viggo.
d. In the event that the Customer has not made payment ultimately on the due date, the Customer will be in default, without any notice of default being required, and the Customer will be obliged to pay Viggo a default interest of 2,5% per month or part of the month on the amounts due as from the respective due date.
e. In the event of payment default by the Customer, all costs and expenses (including full legal expenses, both in and out of Court) incurred by Viggo in respect of the collection of the amount due, are for the account of the Customer.
9. **Complaints:**
a. Complaints with regard to Ground Services performed by Viggo must be lodged in writing by the Customer to Viggo immediately upon the occurrence of the respective service, failing which it will be assumed that no grievance with regard to the performance of the Ground Services by Viggo exists.
- b. Complaints with regard to invoices sent by Viggo to the Customer must be lodged in writing by the Customer to Viggo within fifteen days after the date of the invoice, failing which it will be assumed that the Customer accepts the invoice.
10. **Regular Customers:**
a. The Customer for whom Viggo performs Ground Services on a more or less regular basis, shall not contract any Ground Services to be performed by a third party at the same airport, without the previous written approval of the Management of Viggo.
11. **Authority to bind:**
a. The captain of an aircraft or its substitute or deputy shall bind the Customer, the owner(s) of the aircraft and its charterer(s) with regard to the performance of Ground Services jointly and severally.
12. **Liability of Viggo:**
a. Viggo shall not be liable for any damage or loss sustained in connection with the Ground Services unless it is rendered in evidence by the Customer that such damage or loss was solely caused by wilful misconduct or gross negligence on the part of the Management of Viggo.
b. In any event Viggo is not liable for any occurrence, loss, costs or damages, which is/are or should be covered by the Customer's insurance.
c. In no event will Viggo be liable for any loss, costs or damages due to delay in the performance of Ground Services.
d. In no event will Viggo be liable for any loss of profit, loss of use, loss of contracts and/or any other consequential and/or economic and/or indirect loss and/or damages and/or the multiple damages and/or for punitive damages.
e. The provisions in this article are also stipulated on behalf of the officers, employees, subcontractors or agents of Viggo.
f. The Customer shall indemnify Viggo and its officers, employees, subcontractors or agents, from all claims of liability instituted by third parties and all costs incident thereto, arising from or connected to the performance of Ground Services
g. Viggo's insurance does not cover aircrafts, engines, equipment, accessories, freight, passengers, luggage, members of the crew of the aircrafts and all other objects of the Customer in custody of Viggo or of its officers, employees, subcontractors or agents, as they are and remain entirely at the risk of the Customer.
h. Any claims against Viggo shall be extinguished by the mere lapse of twelve months after the event(s) giving rise to the claim.
13. **Force Majeure:**
a. Force Majeure shall be understood to refer to circumstances, conditions and/or events, which are beyond the reasonable control of either Party, occurring in the absence of any fault or negligence of any Party and which can not be avoided or prevented through the adoption of reasonable measures, which temporarily or permanently prevent the performance of any obligation (with the exception of payment obligations) in respect of the Ground Services, such as (un)official industrial sabotage, industrial dispute, fire or other insurable risk, shortage or interruption of power supply, act of Government or statutory authority, act of God, act of war, shortage of fuel, breakdown of machinery, epidemics, abnormal weather conditions, provided that no cause has been given and no contribution has been made to said events.
b. In the event that the performance of Ground Services is temporarily prevented due to a Force Majeure occurrence, the Force Majeure occurrence will only have the effect of deferring the performance of those obligations (excluding payment obligations).
c. Either Party may terminate the cooperation between Parties in respect of the Ground Services in the event of a Force Majeure occurrence, which prevents the performance under the Agreement permanently or temporarily for a period anticipated to be at least 30 days, with a notice period of 14 days. Such notice may only be given after the respective Force Majeure occurrence has continued for at least 20 consecutive days.
14. **Miscellaneous:**
a. Unless explicitly agreed in writing between the Parties, the Customer is not entitled to assign and/or transfer any of its rights and/or obligations under the Agreement to a third party.
b. If Viggo does not exercise any right it may have under the Agreement, this shall not be construed as any waiver of such a right.
c. No waiver of any term of the Agreement or of the General Conditions or of special conditions by Viggo shall be deemed to be a further or continuing waiver of any other term thereof.
d. No amendment and/or addition to these General Conditions shall be valid, unless agreed and confirmed in writing and signed by authorised representatives of Viggo and the Customer.
e. If any provision or part of these General Conditions is rendered void or unenforceable, for whatever reason, then it shall be void and unenforceable to that extent only and no further. Any such void or unenforceable part of the General Conditions will be (deemed to be) replaced by provisions, which are neither void nor unenforceable and which differ as little as possible – in view of the aims of the General Conditions and the relevant provisions – from the void and/or unenforceable provisions.
g. Viggo may exercise a contractual possessory lien providing a general, permanent preferential retention right, towards the Customer as well as third parties, on all goods, values and titles held by Viggo. This lien serves as a guarantee for the total amount of debt (invoices, interest, incurred expenses, etc.) owed to Viggo, including debt prior to or outside the operations being carried out with regard to the goods, values and documents held by Viggo. The Customer warrants that he will ensure his entitlement in establishing this retention right versus his customers, and in this respect grants to Viggo as security a right of pledge on any entitlement to payment the Customer has against third parties (debtors).
15. **Applicable law and Jurisdiction:**
a. These General Conditions, as well as the performance of Ground Services, and any further agreements between Parties in connection with Ground Services, including any question regarding the existence, validity or termination thereof, shall exclusively be governed by and construed in accordance with the laws of the Netherlands.
b. All disputes arising in connection with the Agreement, or any further agreements resulting therefrom, including any question regarding the existence, validity or termination thereof, shall be submitted to the exclusive jurisdiction of the District Court (Rechtbank) of Rotterdam, the Netherlands.