

GENERAL AGREEMENT

The undersigned:

Party 1: **OpenSkies**, with its registered office in Amsterdam, Chamber of Commerce number 34227662, hereinafter referred to as “the travel company”

and

Party 2: **Corporate client**, hereinafter referred to as “the client”

WHEREAS:

- ❖ The travel company is a company that focuses on providing business travel services in the broadest sense of the word, including information, advice and, if necessary, allocate travel services, such as transport (airline) tickets, accommodation and other travel services;
- ❖ The parties express the intention to have the travel services for and on behalf of the “corporate client” provided by “travel company” on the basis of this general agreement, for multiple trips, subject to the terms and conditions laid down in this agreement;
- ❖ In principle, the arrangements laid down in this general agreement apply for an indefinite period of time;
- ❖ The agreements laid down in this agreement apply unless the parties explicitly have made other written agreements in a relevant case;
- ❖ The agreement between the parties is subject to the ANVR Business Terms & Conditions which have been made available to the client and which are available for consultation on www.anvr.nl/zakelijkevoorwaarden and www.anvr.nl/businessstermsandconditions.pdf.

HAVE AGREED:

Article 1 Applicability of the terms and conditions

1. In addition to the provisions laid down in this framework agreement, the most recent version of the ANVR Business Terms & Conditions, as well as the terms and conditions prescribed by the travel service providers, are applicable to the services provided by the travel company for the client.
2. The applicability of any general terms and conditions used by the client is explicitly excluded.
3. Agreements concluded by the travel company with transport providers at the expense and risk of the client are subject to the conditions of carriage of those transport providers. The terms and conditions of the main transport providers can be found on www.anvr.nl/vervoersvoorwaarden.

Article 2 Term and validity

1. The agreement is entered into with effect from the date on which it is signed and applies for an indefinite period of time.
2. Either party can terminate this agreement, with due observance of a notice period of one (1) month. Notice of termination can be given taking effect from the end of the month.

Article 3 Rates and invoicing

1. A separate appendix to this agreement contains the rates for the services provided by the travel company to the client.
2. The travel company is authorised to adjust the rates after notifying the client. If the client does not agree with this, either party can terminate the agreement taking effect from the date of the proposed rate change.
3. Invoices of the travel company must be paid within fourteen (14) days of sending that invoice to the client, without deduction or set-off, unless otherwise agreed between the parties in writing or unless the nature of the service dictates that direct payment is required instead.
4. The costs related to the method of payment are payable by the client, including credit card surcharges.

Article 4 Secrecy

The travel company, with due observance of the relevant provisions in the ANVR Business Terms & Conditions, shall handle the information it obtains from the client within the framework of the execution of this agreement in relation to the client or its personnel with the utmost care.

Article 5 Exclusion of applicability of the Package Travel and Linked Travel Arrangements Act

The parties agree that their legal relationship is governed by what they agree on in this agreement, in the ANVR business conditions and the additional terms and conditions of the travel service providers and that Title 7A of Book 7 of the Dutch Civil Code (package travel agreement and linked travel package) does not apply, as the client acts within the framework of his trade activity, business activity, craft or professional activity.

Article 6 Choice of law and applicable law

1. This agreement and service provision agreements concluded on the basis of this framework agreement are governed by Dutch law.
2. The District Court where the travel company has its registered office has jurisdiction on all disputes between the parties.

OpenSkies

The Client