

Reserve Contractor Agreement

regarding the provision of a Regional Aircraft Noise Monitoring System

between

Eindhoven Airport N.V.

and

Contractor B

date <date>

version <version nr.> concept / definitive

contract number <fill in>

The undersigned:

Eindhoven Airport N.V., having its registered office at Luchthavenweg 13 in (5657 EA) Eindhoven, the Netherlands, duly represented in this matter by Mirjam van den Bogaard in the capacity of COO, and Roel Hellemons in the capacity of CEO, hereinafter to be referred to as "Client" or "EANV"

and

<Supplier>, established and domiciled at <address>, <postcode and place>, registered in the trade register under number <number>, legally represented by <initials / surname>, <function>, and <initials / surname>, <function>, hereinafter referred to as: "Contractor B"

Hereinafter collectively referred to as "Parties" or individually as "Party".

Considering that:

- a) EANV has for the purpose of a Regional Aircraft Noise Monitoring system held an European tendering procedure for the award of a framework agreement in accordance with the Dutch Public Procurement Act 2012 (Aanbestedingswet 2012) and the Dutch Tendering Regulations for the Utilities Sectors 2016 (Aanbestedingsreglement Nutssectoren 2016);
- b) EANV has awarded the assignment to Contractor A for a period of ten (10) years, commencing on January 1st 2025, with an option to extend the period five (5) times for one (1) year;
- c) Based on its tender dated [...], Contractor B did not submit the Tender with the best price / quality ratio;
- d) Contractor B is the first following party in the ranking order which, after Contractor A, is eligible to be awarded the assignment;
- e) Against this background, EANV and Contractor B hereby enter into this Reserve Contractor Agreement under the following conditions.

Declare to have agreed as follows:**Article 1 Definitions****1.1 In this Agreement the following definitions apply:**

Agreement	The (draft) framework agreement Regional Aircraft Noise Monitoring system which forms part of this Reserve Contractor Agreement as Annex I, and the provisions and conditions of which have been accepted unconditionally by Contractor B when it submitted its tender.
Reserve Contractor Agreement	This agreement between EANV and Contractor B.
Contractor A	The tenderer that submitted the Tender with the best price quality ratio in the tendering procedure, on the basis of which the final framework agreement Regional Aircraft Noise Monitoring system was entered into with it.
Contractor B	The tenderer who has submitted the Tender with the second best price quality ratio in the tendering procedure, on the basis of which the Reserve Contractor Agreement is entered into with it.

Article 2 Duration and entry into force

- 2.1 The Reserve Contractor Agreement is entered into for a period of 12 months, commencing on June 1st 2023 and ending on May 31st 2025. The Reserve Contractor Agreement is only converted to a final agreement if the Agreement between EANV and Contractor A is terminated prematurely.
- 2.2 EANV shall determine, at its sole discretion, whether it will make use of this Reserve Contractor Agreement and enter into the Agreement with Contractor B.
- 2.3 If the Reserve Contractor Agreement is used, an Agreement will be entered into between EANV and Contractor B for the remaining duration of the contract period of the original Agreement between EANV and Contractor A.
- 2.4 Contractor B shall keep its tender open during the Reserve Contractor Agreement. The price adjustments and indexations stipulated in the Agreement can, in consultation with and upon approval from EANV, be implemented when the Agreement enters into force.

Article 3 Conditions

- 3.1 Delivery conditions and/or other (general) conditions of Contractor B or any third party engaged by Contractor B for the purpose of the assignment, do not apply to this Reserve Contractor Agreement and/or any assignments arising from it.
- 3.2 If the provisions of this Reserve Contractor Agreement are relied upon, the provisions and conditions included in the Agreement with Contractor A shall apply in full to the Agreement with Contractor B.

Article 4 Applicable law and competent court

- 4.1 Dutch law shall apply to this Reserve Contractor Agreement and to all disputes arising out of or relating to it.
- 4.2 The competent court in the district of Oost-Brabant, 's-Hertogenbosch, shall have exclusive jurisdiction as to any dispute between the Parties regarding this Reserve Contractor Agreement.

Thus drawn up and signed singular,

For EANV:

Name: R.A.J. Hellemons
Position: Chief Executive Officer
Date:

Name: M.P.J. van den Bogaard
Position: Chief Operations Officer (COO)
Date:

Signature: _____

Signature: _____

For the Supplier:

Name:

Position:

Date:

Name:

Position:

Date:

Signature: _____

Signature: _____

To be added