

Standard terms and conditions for goods and services supplied by Copenhagen Airports A/S (Company reg. (CVR) no. 14707204)

Introduction

The following standard terms and conditions apply to all goods and services supplied by Copenhagen Airports A/S ("Copenhagen Airports") in the airports at Kastrup and Roskilde, unless contrary terms follow from mandatory legislation or from any other written agreement.

Any reference to "Standard terms and conditions for goods and services supplied by Copenhagen Airports A/S" or "Standard terms and conditions" in contracts concluded with Copenhagen Airports for the supply of goods or services shall be understood as a reference to these terms.

The Danish version of these standard terms and conditions shall prevail over any other language versions.

1. Customer identification

Customers who wish to receive goods or services from Copenhagen Airports shall provide their company registration (CVR) number or civil registration (CPR) number prior to or not later than in connection with the first delivery of goods or services from Copenhagen Airports.

Customers shall concurrently provide such other information as Copenhagen Airports deems relevant, including names, addresses, telephone numbers and e-mail addresses of contacts.

2. Payment

Payment for goods and services supplied by Copenhagen Airports shall be made in cash and in accordance with directions given by Copenhagen Airports, unless otherwise agreed.

The terms of payment for invoices are 14 days net, unless different terms of payment have been expressly agreed.

Payment shall be made to the account of Copenhagen Airports with Danske Bank, Holmens Kanal Branch, Holmens Kanal 2-12, DK-1092 Copenhagen K.

Sort code 3100

Account no. 3141 0800 16

SWIFT-CODE: DABAKDKK

IBAN account no.: DK09 3000 3141 0800 16.

Copenhagen Airports may at any time advise the customer with binding effect on the customer that future payments shall be made in another way, including by amending the standard terms and conditions. See section 12.

Payments shall be deemed to be made on time when received on or before the due date. If such day is not a business day in Denmark, payment on the following business day shall be deemed to be on time.

Invoices for goods or services supplied shall be sent to the address given by the customer. Any change of address or other contact details shall be notified to Copenhagen Airports in writing.

3. Credit information

Any agreement regarding periodic invoicing is subject to the customer making all information available that is deemed relevant by Copenhagen Airports for credit assessment purposes.

The credit assessment shall be included in the basis of Copenhagen Airports' decision on whether to enter into collaboration and on the terms of any contract with the customer in question.

Copenhagen Airports may undertake a renewed credit assessment at any time and may in that connection demand that the customer makes available any information deemed relevant by Copenhagen Airports. Any failure to make information available or a changed credit rating may have the effect that Copenhagen Airports will demand that the customer must pay before delivery or provide due collateral security for the payment by way of a deposit or a guarantee in accordance with section 4.

4. Collateral security

Copenhagen Airports may, on the basis of a credit assessment of a customer or such customer's default of one or more payment obligations make the supply of goods and services conditional upon advance payment by the customer or the provision of due collateral security for payment by way of a deposit or a guarantee.

The size of the deposit or guarantee shall be fixed by Copenhagen Airports. Copenhagen Airports may demand an increase of a deposit or guarantee giving 14 days' notice.

The deposit will not carry interest.

The guarantee shall be made through a bank approved by Copenhagen Airports. The guarantee must be on demand and in all respects on terms acceptable to Copenhagen Airports.

In the event of the lapse or expiry of a guarantee, the guarantee shall be extended by the customer not later than 14 days before such lapse or expiry without the customer being requested to do so. Otherwise, Copenhagen Airports shall be entitled to draw on the guarantee without notice and/or transfer the customer to cash payment terms.

Copenhagen Airports may demand that a guarantee be issued by another bank, if the bank which originally issued the guarantee subsequently receives a lower rating from one of the internationally recognised credit rating agencies or Copenhagen Airports otherwise estimates that special circumstances apply.

5. Payment default

In the event of payment after the last due date, default interest and charges will be imposed on the customer, including late charges, collection charges, and other collection costs.

If Copenhagen Airports has several overdue claims on a customer, payments received which do not completely cover the total claim on the customer will first be written off against claims, including interest, etc. which are not covered by a guarantee, deposit or any other collateral security. Only when all unsecured claims, including interest, etc., have been paid, will amounts received be written off against secured claims. For secured as well as unsecured claims, payments will (i) first be written off against any interest, charges and other costs as a result of payment default, and will (ii) subsequently be written off against the principal (first against the oldest part of the amount overdue).

6. Offsetting

Copenhagen Airports may without prior notice to the customer offset any claim against the customer, whether due or not yet due, against any claim which the customer has or may later have against Copenhagen Airports.

If Copenhagen Airports is liable for the customer's payments to a third party in connection with activities related to the airport, and if Copenhagen Airports estimates that such third party will claim such liability, Copenhagen Airports may withhold from any amount payable to the customer by Copenhagen Airport an amount corresponding to the expected liability with a view to later offsetting it against the claim for indemnity. Withholding will take place until it has been finally clarified whether the liability will be relied on.

Offsetting may be made between different currencies, and Copenhagen Airports will fix the exchange rates to be applied based on reasonable estimates.

The customer shall not be entitled to set off any counterclaims against Copenhagen Airports which have not been acknowledged in writing by Copenhagen Airports or determined in a final court decision, nor shall the customer be entitled to withhold any payment due to counterclaims of any kind.

7. Insurance

Copenhagen Airports has taken out building and fire insurance. The building and fire policies do not cover compensation for damage to property owned by customers or third parties, including fixtures and fittings, etc. that may be located on land or in buildings owned by Copenhagen Airports.

A customer shall, for its own account, take out insurance required as well as usual liability insurance against the consequences of damage caused to Copenhagen Airports or a third party in cases when, pursuant to these standard terms and conditions and the general rules of Danish law of damages, the customer is responsible or liable.

8. Customer responsibilities

When using goods and services supplied by Copenhagen Airports and in connection with staying in or conducting activities in the area of Copenhagen Airports, the customer shall behave in a prudent manner and furthermore comply with the legislation and regulatory requirements in force from time to time and comply with specific and general directions made by Copenhagen Airports.

The customer is responsible for ensuring that its staff or others whom the customer has granted access to the area of Copenhagen Airports comply with these obligations.

The customer shall have strict liability for any damage which the customer, its employees or others whom the customer has granted access to the area of Copenhagen Airports cause to persons or property.

The customer's liability under the provision set out above includes any loss, including direct and indirect losses, which Copenhagen Airports or any third party may suffer.

If Copenhagen Airports should be ordered to pay for damage or any other loss for which the customer is responsible or liable, the customer shall, on request, indemnify Copenhagen Airports from any such claim.

9. Responsibilities of Copenhagen Airports

Copenhagen Airports shall only be liable to customers for any faults, defects, operational interruptions, delays and the like related to goods and services supplied by Copenhagen Airports, if Copenhagen Airports has acted with intention or gross negligence.

Copenhagen Airports shall not be under any obligation to supply and shall not be liable to pay for any damage caused by force majeure or other circumstances which are outside the control of Copenhagen Airports, irrespective of whether Copenhagen Airports itself participates in such conflict or the like, or whether such circumstances only affect part of the functions of Copenhagen Airports, including caused by:

- statutory provisions and regulatory measures;
- natural disasters, war, whether actual or threatening, insurrection and civil unrest;
- strike, lockout, boycott or picketing;
- sabotage, acts of terrorism, including computer virus and hacking;
- power or telecommunications failure, breakdown of or lack of access to IT systems or damage to IT systems or damage to data in such systems caused by any of the events listed above, regardless of whether Copenhagen Airports or a third-party supplier is in charge of the operation of the systems; and
- other similar situations.

The customer is not entitled to compensation from Copenhagen Airports for loss of profit or any other indirect loss. This applies both in the event of the supply of defective goods and services by Copenhagen Airports and in the event of failure to deliver or late delivery.

10. Governing law and venue

These standard terms and conditions are subject to Danish law.

Any dispute that may arise in connection with these standard terms and conditions, including disputes regarding adoption, interpretation and the validity thereof shall be settled by the Danish courts of law and shall be brought before the home court of Copenhagen Airports.

11. Contact details for Copenhagen Airports A/S

Flight information:

Airline Sales
Lufthavnsvboulevarden 6
DK-2770 Kastrup

Accounts department:
Corporate Accounting
Lufthavnsvboulevarden 6
DK-2770 Kastrup

12. Commencement

The provisions set out above shall come into force on November 1st 2009 and shall apply until further notice.

Copenhagen Airports reserves the right to amend these standard terms and conditions.

The standard terms and conditions in force from time to time are available on the website of Copenhagen Airports.